

LA VISTA CITY COUNCIL MEETING AGENDA

May 21, 2024

6:00 p.m.

Harold "Andy" Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Service Award: Kevin Pokorny – 35 Years; Scott Collett – 20 Years; Cale Brodersen – 5 years**
- **Appointments**
 - Citizen Advisory Review Committee – Reappoint Jeff Schovanec, Rick Burns, Mike Narak and Shee Covarrubias – 5 year term
- **Mayor's Youth Leadership Council – Participation Certificates**

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 May 7, 2024 City Council Meeting**
3. **Monthly Financial Report – April 2024**
4. **Request for Payment – HGM Associates Inc – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$32,194.97**
5. **Request for Payment – HGM Associates Inc – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$34,631.50**
6. **Request for Payment – Houston Engineering Inc – Professional Services – 73rd Ave Culvert Rehabilitation – \$10,176.50**
7. **Request for Payment – Houston Engineering Inc – Professional Services – 73rd Ave Culvert Rehabilitation – \$1,262.32**
8. **Request for Payment - NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$138,822.80**
9. **Approval of Claims**

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

B. Approval of Class D Liquor License Application – Shiven, LLC dba JD's Liquor Locker

1. **Public Hearing**
2. **Resolution**

C. 2025-2029 Capital Improvement Program

1. **Public Hearing**
2. **Resolution – Adoption of 2025-2029 Capital Improvement Program**

D. Resolution – Award Bid – Phase III Improvements: Central Park Road and Pedestrian Lighting

E. Resolution – Adopt 2024-2027 Strategic Plan Update

F. Resolution – Authorize Purchase – Police Portable Radios

G. Resolution – Authorize Purchase – Police Mobile Radios

H. Executive Session – Personnel

I. Possible Resolution – Release and Settlement Agreement

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

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



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **KEVIN POKORNY OF THE LA VISTA ADMINISTRATIVE DEPARTMENT**, FOR 35 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Kevin Pokorny** has served the City of La Vista since May 16, 1989; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Kevin Pokorny** on behalf of the City of La Vista for 35 years of service to the City.

DATED THIS 21ST DAY OF MAY 2024.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Terrilyn Quick
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Kevin Wetuski
Councilmember, Ward IV

Kelly R. Sell
Councilmember, Ward II

Alan W. Ronan
Councilmember, Ward III

Jim Frederick
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, MMC
City Clerk



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

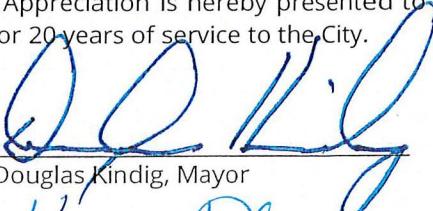
A CERTIFICATE OF APPRECIATION PRESENTED TO **SCOTT COLLETT OF THE LA VISTA POLICE DEPARTMENT**, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Scott Collett** has served the City of La Vista since April 19, 2004; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Scott Collett** on behalf of the City of La Vista for 20 years of service to the City.

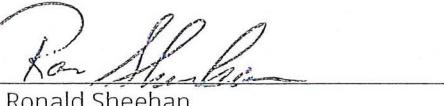
DATED THIS 21ST DAY OF MAY 2024.


Douglas Kindig, Mayor


Kim J. Thomas
Councilmember, Ward I


Terrilyn Quick

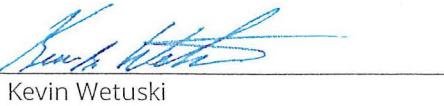
Councilmember, Ward I


Ronald Sheehan

Councilmember, Ward II


Deb Hale

Councilmember, Ward III


Kevin Wetuski

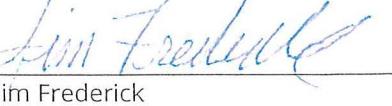
Councilmember, Ward IV


Kelly R. Sell

Councilmember, Ward II


Alan W. Ronan

Councilmember, Ward III


Jim Frederick

Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, MMC
City Clerk



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

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

WHEREAS, **Cale Brodersen** has served the City of La Vista since May 13, 2019; and

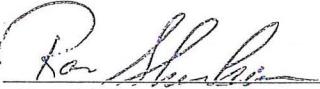
WHEREAS, **Cale Brodersen's** input and contributions to the City of La Vista have contributed to the success of the City;

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

DATED THIS 21ST DAY OF MAY 2024.


Terrilyn Quick

Councilmember, Ward I


Ronald Sheehan

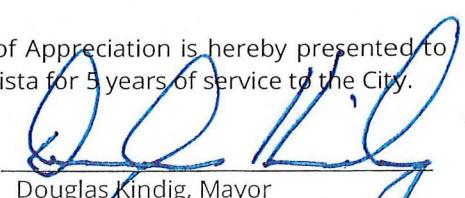
Councilmember, Ward II

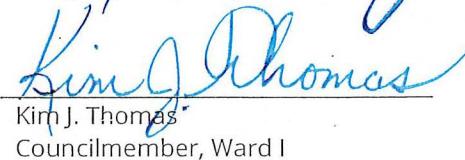

Deb Hale

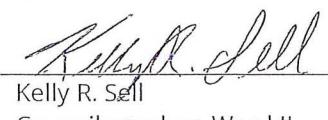
Councilmember, Ward III

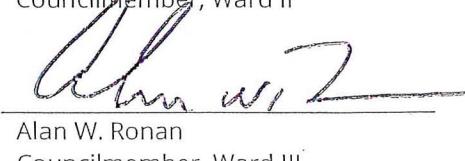

Kevin Wetuski

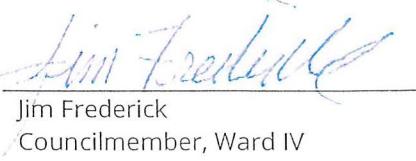
Councilmember, Ward IV


Douglas Kindig, Mayor


Kim J. Thomas
Councilmember, Ward I


Kelly R. Sell
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, MMC
City Clerk

LA VISTA CITY COUNCIL MEETING AGENDA

May 21, 2024

6:00 p.m.

Harold "Andy" Anderson Council Chamber
 La Vista City Hall
 8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Service Award: Kevin Pokorny – 35 Years; Scott Collett – 20 Years; Cale Brodersen – 5 years**
- **Appointments**
 - Citizen Advisory Review Committee – Reappoint Jeff Schovanec, Rick Burns, Mike Narak and Shee Covarrubias – 5 year term
- **Mayor's Youth Leadership Council – Participation Certificates**

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 May 7, 2024 City Council Meeting**
3. **Monthly Financial Report – April 2024**
4. **Request for Payment – HGM Associates Inc – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$32,194.97**
5. **Request for Payment – HGM Associates Inc – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$34,631.50**
6. **Request for Payment – Houston Engineering Inc – Professional Services – 73rd Ave Culvert Rehabilitation – \$10,176.50**
7. **Request for Payment – Houston Engineering Inc – Professional Services – 73rd Ave Culvert Rehabilitation – \$1,262.32**
8. **Request for Payment - NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$138,822.80**
9. **Approval of Claims**

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

B. Approval of Class D Liquor License Application – Shiven, LLC dba JD's Liquor Locker

1. **Public Hearing**
2. **Resolution**

C. 2025-2029 Capital Improvement Program

1. **Public Hearing**
2. **Resolution – Adoption of 2025-2029 Capital Improvement Program**

D. Resolution – Award Bid – Phase III Improvements: Central Park Road and Pedestrian Lighting

E. Resolution – Adopt 2024-2027 Strategic Plan Update

F. Resolution – Authorize Purchase – Police Portable Radios

G. Resolution – Authorize Purchase – Police Mobile Radios

H. Executive Session – Personnel

I. Possible Resolution – Release and Settlement Agreement

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

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

MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING May 7, 2024

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 May 7, 2024. Present were Councilmembers: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Police Captain Barcal, Director of Public Works Soucie, Community Development Director Fountain, Recreation Director Buller, Human Resources Director Lowery, Library Director Barcal and City Engineer Dows.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on April 24, 2024. Notice was simultaneously given to 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 and made the announcements.

PROCLAMATION – JAKE ALBANEZ DAY

Mayor Kindig proclaimed May 7, 2024 as Jake Albanez Day and Councilmember Sell read and presented the proclamation to Jake Albanez.

PROCLAMATION – PUBLIC SERVICE RECOGNITION WEEK

Mayor Kindig proclaimed May 5 through 11, 2024 as Public Service Recognition Week and presented the proclamation to City Administrator Gunn and City Staff.

PROCLAMATION – NATIONAL POLICE WEEK & PEACE OFFICERS' MEMORIAL DAY

Mayor Kindig proclaimed May 12 through 18, 2024 as National Police Week and May 15, 2024 as Peace Officers' Memorial Day and presented the proclamation to Captain Barcal, Captain Kinsey and Captain Armburst.

POLICE DEPARTMENT LIFE SAVING AWARD: SHAWN DOOLING

Police Captain Barcal and Mayor Kindig presented a Life Saving Award to Officer Shawn Dooling.

POLICE DEPARTMENT LIFE SAVING AWARDS: BRIAN MITTELBRUN AND LUCAS TIBERI

Police Captain Barcal and Mayor Kindig presented Life Saving Awards to Officer Brian Mittelbrun and Lucas Tiberi.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 16, 2024 CITY COUNCIL
3. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – MUNICIPAL CAMPUS PLAN & DESIGN – \$6,888.50
4. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY PARK PAVILION TESTING – \$900.00
5. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$1,120.00
6. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$20,557.05
7. REQUEST FOR PAYMENT – HAPPY TREES – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$6,500.00
8. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES –

MINUTE RECORD

GILES ROAD WIDENING - \$28,783.17**9. REQUEST FOR PAYMENT - RDG PLANNING & DESIGN - PROFESSIONAL SERVICES - PLACEMAKING PHASE 1 - \$2,236.83****10. APPROVAL OF CLAIMS**

AKRS EQUIPMENT SOLUTIONS, maint.	2,156.64
AMAZON, supplies	964.39
ARNOLD MOTOR SUPPLY, maint.	608.98
ASP ENTERPRISES, supplies	610.00
AT&T MOBILITY, phones	98.34
BEACON ATHLETICS, supplies	1,865.00
BISHOP BUSINESS EQUIPMENT, supplies	1,475.03
BRIAN SMILES, services	500.00
BOBCAT OF OMAHA, services	1,076.39
BRODERSEN, C, training	53.34
BSN SPORTS, services	3,363.55
CENTER POINT, books	47.94
CENTURISK, services	160.00
CINTAS CORP, services	2,065.21
CITY OF PAPILLION, services	10,224.84
COLONIAL RESEARCH CHEMICAL, supplies	436.15
COMMONWEALTH ELECTRIC, services	25,298.95
CONCRETE SUPPLY, services	664.00
CONTINENTAL RESEARCH CORP, services	732.81
CORNHUSKER INTL TRUCKS, maint.	131.06
CORNHUSKER SIGN & MFG CORP, services	8,656.94
CORNHUSKER STATE IND, services	723.00
CREATIVE PLANNING BUSINESS, services	425.00
CUMMINS SALES & SERVICE, maint.	991.86
D & K PRODUCTS, supplies	1,113.50
DAIGLE LAW GROUP, services	1,800.00
DILLON BROS HARLEY DAVIDSON, maint.	288.70
DONALD B EIKMEIER, services	3,000.00
DOUGLAS CO SHERIFF'S OFC, services	150.00
DULTMEIER SALES, maint.	20.23
EDGEWEAR SCREEN PRINTING, services	151.00
FASTENAL COMPANY, maint.	954.82
FELSBURG HOLT & ULLEVIG, services	6,502.90
FERGUSON US HOLDINGS, maint.	126.57
FIRST RESPONDER OUTFITTERS, apparel	31.90
FITZGERALD SCHORR, services	32,110.20
FUN SERVICES, supplies	7,418.00
GALE, books	278.90
GALLS, apparel	332.79
GENERAL FIRE & SAFETY EQUIP, services	449.00
GRAINGER, maint.	607.02
GREAT PLAINS UNIFORMS, apparel	154.00
GREGG YOUNG CHEVROLET, maint.	4,324.99
HARM'S CONCRETE, services	173.49
HOBBY LOBBY STORES, supplies	102.75
HOODMASTERS, maint.	1,039.70
HY-VEE, supplies	96.30
ICMA, membsp	581.75
INGRAM LIBRARY SERVICES, books	2,237.54
J & J SMALL ENGINE, maint.	270.27
J&M DISPLAYS, services	12,000.00
JONES AUTOMOTIVE, maint.	6,433.41

MINUTE RECORD

May 7, 2024

No. 729 — REDFIELD DIRECT E2106195KV

KEYMASTERS LOCKSMITH, services	83.97
KIMBALL MIDWEST, services	502.19
DONALD LABRIE, services	150.00
LARSEN SUPPLY CO, supplies	1,064.79
LIBRARY IDEAS, books	2.50
LOGAN CONTRACTORS SUPPLY	80.00
LOGO LOGIX, apparel	373.00
LOU'S SPORTING GOODS, supplies	315.00
LYMAN-RICHEY SAND & GRAVEL, services	1,100.44
MATHESON TRI-GAS, services	266.50
MATT FRIEND TRUCK EQUIP, maint.	813.00
MCGRATH CONSULTING GRP, services	17,645.00
M. E. COLLINS CONTRACTING CO, services	52,886.23
MENARDS, supplies	974.29
METRO COMMUNITY COLLEGE, services	18,893.02
MIDWEST TAPE, media	23.24
MOTOROLA SOLUTIONS, phones	2,370.00
MR. PICNIC, services	4,615.38
MSC INDUSTRIAL, supplies	71.84
MUNICIPAL PIPE TOOL, supplies	152.04
MUSCO SPORTS LIGHTING, services	9,400.00
NL & L CONCRETE, services	122,031.00
NE LAW ENFORCEMENT, services	120.00
NE TURFGRASS ASSOC, memshp	200.00
OFFICE DEPOT, suppl	454.69
OLSSON, services	900.00
OMAHA COMPOUND CO, supplies	678.07
OMAHA SLINGS, supplies	141.64
OMAHA WINNELSON, supplies	46.52
OMNI ENGINEERING, services	628.88
PAPILLION SANITATION, services	1,893.67
PER MAR SECURITY, services	206.22
POLLOCK, R, training	171.85
POMP'S TIRE SERVICE, maint.	1,401.93
POSITIVE CONCEPTS/ATPI, services	466.00
R. PULTE-NOW & FOREVER, services	150.00
RDG PLANNING & DESIGN, services	1,400.00
RED WING, apparel	150.00
ROBERT T. HENNICH, services	192.00
RTG BUILDING SERVICES, bldg & grnds	6,765.00
SARPY CO COURTHOUSE, services	23,135.00
SARPY CO FISCAL ADMIN, services	9,750.50
SCHIMBERG CO, maint.	228.72
SEWING CONCEPTS, services	330.00
SIGN IT, services	864.00
SPENCER MGMT, services	427,796.71
SPIRIT YOUTH SPORTS, supplies	960.00
STREICHER'S, services	5,628.00
TD2, services	13,245.60
TED'S MOWER SALES, maint.	819.30
THE ASTRO THEATER, services	257.50
THE COLONIAL PRESS, services	1949.77
THEATRICAL MEDIA, services	2,225.00
TITLECORE NATIONAL, services	176.25
TRACTOR SUPPLY, mint.	259.98

MINUTE RECORD

TY'S OUTDOOR POWER, maint.	1,379.18
UNITE PRIVATE NETWORKS, services	3,850.00
UNMC, services	185.00
VERIZON WIRELESS, phones	383.83
VIERREGGER ELECTRIC CO, services	11,452.00
WHITE CAP, supplies	142.56
WRISTBAND WORLD, supplies	455.00

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Quick reviewed the bills and had no questions. Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Community Events Coordinator Allen handed out the schedule of events for La Vista Days.

B. PLANNED UNIT DEVELOPMENT – AD INDUSTRIAL PARK

1. PUBLIC HEARING

At 6:20 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Planned Unit Development – AD Industrial Park. Randy Kuszak with Lamp Rynearson was available for questions. Discussion was held about start and stop times for the heavy equipment.

At 6:38 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1515 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM. Thomas added the hours for 7a.m. to 7 p.m. to apply to heavy construction equipment running.

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

Councilmember Hale made a motion to approve final reading and adopt Ordinance 1515 with the additional restriction. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. REPLAT & SUBDIVISION AGREEMENT – AD INDUSTRIAL PARK

1. RESOLUTION – APPROVE REPLAT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-047 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF

MINUTE RECORD

May 7, 2024

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR THAT PT OF TAX LOT 19 LYING N OF RR ROW IN THE SE 1/4 14-14-11 AND THAT PT OF TAX LOT 19 LYING SOUTH OF RR ROW IN THE S 1/2 14-14-11 IN SARPY COUNTY NEBRASKA, TO BE REPLATTED AS LOTS 1 THROUGH 6 AD INDUSTRIAL PARK, A SUBDIVISION LOCATED IN THE SOUTH HALF OF SECTION 14, 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 that Pt of Tax Lot 19 lying N of RR ROW in the SE1/4 14-14-11 and That Pt Tax Lot 19 lying S of RR ROW in the S1/2 14-14-11 to be replatted as Lots 1-6 AD Industrial Park; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on April 4, 2024, 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 that Pt of Tax Lot 19 lying N of RR ROW in the SE 1/4 14-14-11 and that Pt of Tax Lot 19 lying S of RR ROW in the S1/2 14-14-11 to be replatted as Lots 1-6 AD Industrial Park, a subdivision located in the south half of Section 14, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of the intersection of S. 144th Street and Chandler Road be, and hereby is, approved.

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

2. RESOLUTION – APPROVE SUBDIVISION AGREEMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-048 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR AD INDUSTRIAL PARK.

WHEREAS, the City Council did on May 7, 2024, approve of AD Industrial Park, a replat of That Pt of Tax Lot 19 lying N of RR ROW in the SE1/4 14-14-11 and That Pt Tax Lot 19 lying S of RR ROW in the S1/2 14-14-11, subject to certain conditions; and

WHEREAS, the Subdivider, Fenton Construction, LLC, as owner of the affected lots agreed to execute a Subdivision Agreement satisfactory in form and content to the City;

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

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

D. RESOLUTION – APPROVE RIGHT-OF-WAY AGREEMENT – CITY OF OMAHA

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-049 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A RIGHT OF WAY AGREEMENT WITH THE CITY OF OMAHA FOR CERTAIN PERMANENT AND TEMPORARY EASEMENTS.

MINUTE RECORD

May 7, 2024

No. 729 – REDFIELD DIRECT E2106195KV

WHEREAS, the Mayor and City Council of the City of La Vista find it necessary to do certain permanent and temporary easements related to the construction, operation, and maintenance of certain sanitary sewer improvements for the City of Omaha, Nebraska; and

WHEREAS, these sanitary sewer improvements are necessary to the extend the service life of the sewer while providing sufficient access for operations and maintenance of said sewer assets; and

WHEREAS, the City of Omaha is to compensate the City of La Vista \$6,970.00 for said easements; and

WHEREAS, these sanitary sewer improvements are mutually beneficial to the City of La Vista as certain properties within the City Corporate Limits and Extraterritorial Jurisdiction are served by said sanitary sewer outfall; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Right of Way Agreement with the City of Omaha for certain permanent and temporary easements sanitary sewer improvements near the southeast corner of Outlot A, Harrison Hills in a form satisfactory to the City Administrator or designee.

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

E. RENEWAL OF INTERLOCAL AGREEMENT – CONTINUATION OF THE PAPILLION CREEK WATERSHED PARTNERSHIP

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-050 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RENEWAL OF THE PAPILLION CREEK WATERSHED PARTNERSHIP INTERLOCAL AGREEMENT FOR A FIVE-YEAR PERIOD.

WHEREAS, the City Council of the City of La Vista has determined that said Watershed Partnership is necessary; and

WHEREAS, the proposed interlocal cooperation act agreement will continue this partnership for a five-year period from 2024-2028; and

WHEREAS, the FY23/FY24 Biennial Budget contains funding for the City's contribution; and

WHEREAS, this agreement provides updates to the Stormwater Management Policies;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, authorize the renewal of the Papillion Creek Partnership Interlocal Agreement for a five-year period.

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

F. RESOLUTION – AWARD BID – 2024 UBAS STREET MAINTENANCE PROJECT

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 24-051 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO MCANANY CONSTRUCTION INC, SHAWNEE, KS FOR THE 2024 ULTRA-THIN BONDED ASPHALT SYSTEM (UBAS) STREET MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED \$325,000.00.

MINUTE RECORD

May 7, 2024

No. 729 — REDFIELD DIRECT E2106195KV

WHEREAS, the City Council of the City of La Vista has determined street maintenance is necessary; and

WHEREAS, the FY23/FY24 Biennial budget provides funding for this project; and

WHEREAS, McAnany Construction Inc, Shawnee KS is the only company in the Midwest performing this work for residential street applications, 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 a contract to McAnany Construction Inc, Shawnee KS for the 2023 Ultra-Thin Bonded Asphalt System (UBAS) Street Maintenance project in an amount not to exceed \$325,000.00.

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

G. CENTRAL PARK ACCESS ROAD – PARK VIEW PROJECT

1. RESOLUTION – CHANGE ORDER NO. 2

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-052 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH MACKIE CONSTRUCTION FOR ADDITIONAL ITEMS OF WORK RESULTING IN AN INCREASE OF \$1,481.59, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,039,648.02.

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

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project.

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 the City of La Vista, Nebraska, do hereby approve Change Order No. 2 to the contract with Mackie Construction for additional items of work resulting in an increase of \$1,481.59, for a total contract amount not to exceed \$1,039,648.02.

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

2. REQUEST FOR PAYMENT – MACKIE CONSTRUCTION – PROFESSIONAL SERVICES – CENTRAL PARK ACCESS ROAD – \$106,553.08

Councilmember Frederick made a motion to approve a request for payment for Central Park Access Road for professional services in the amount of \$106,553.08. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried.

H. CENTRAL PARK ACCESS ROAD

1. RESOLUTION – CHANGE ORDER NO. 1

MINUTE RECORD

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 24-053 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SWAIN CONSTRUCTION INC FOR THE CENTRAL PARK ACCESS ROAD PROJECT FOR ADDITIONAL ITEMS OF WORK RESULTING IN AN INCREASED AMOUNT OF \$28,797.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$657,547.39.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the Existing Central Park Access Road project is necessary; and

WHEREAS, The FY23/FY24 Biennial Budget provides funding for this project; 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 expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Change Order No.1 to the contract with Swain Construction Inc for the Central Park Access Road project to provide for additional items of work resulting in an increased amount of \$28,797.00, for a total contract amount not to exceed \$657,547.39.

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

2. REQUEST FOR PAYMENT – SWAIN CONSTRUCTION – PROFESSIONAL SERVICES – CENTRAL PARK ACCESS ROAD RECONSTRUCTION – \$428,856.87

Councilmember Thomas made a motion to approve a request for payment for Central Park Access Road Reconstruction for professional services in the amount of \$428,856.87. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried.

I. RESOLUTION – APPROVE SARPY COUNTY AND CITIES WASTEWATER AGENCY REVISED SEWER USER RATE AND CONNECTION FEE SCHEDULE

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-054 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A REVISED SEWER USER RATES AND CONNECTION FEES SCHEDULE FOR THE SARPY COUNTY AND CITIES WASTEWATER AGENCY (SCCWVA).

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. Section 13-801 et. seq., Sarpy County and the Cities of Papillion, Bellevue, Springfield, Gretna, and La Vista (each a "Member") entered into an agreement (as amended, the "Formation Interlocal"), and formed an interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board; and

WHEREAS, the Agency Board approved a revised Sewer User Rates and Connections Fee Schedule, attached as EXHIBIT A (the "SCCWVA Rate and Fee Schedule"); and

MINUTE RECORD

May 7, 2024

No. 729 -- REDFIELD DIRECT E2106195KV

WHEREAS, certain actions of the Agency Board require approval of the Members and the Agency Board has submitted the revised Sewer User Rates and Connections Fee Schedule to the Members for approval.

NOW, THEREFORE, BE IT RESOLVED by the City of La Vista City Council that the revised Sewer User Rates and Connections Fee Schedule are approved.

BE IT FURTHER RESOLVED that neither the revised Sewer User Rates and Connections Fee Schedule nor the 2020 Rate and Fee Policies, nor any part thereof, shall apply to or within the City of La Vista or any area within the corporate boundaries or extraterritorial or other jurisdiction of the City of La Vista, as such corporate boundaries or jurisdiction from time to time may be adjusted.

BE IT FURTHER RESOLVED that recitals above and attached exhibits are incorporated into this Resolution by reference.

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

J. RESOLUTION – AUTHORIZE PURCHASE – FLOOR COVER TILES & HAND TRUCKS

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-055 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FLOOR COVER TILES AND HAND TRUCKS FROM EGAN SUPPLY CO., OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$26,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of floor cover tiles and hand trucks are 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 floor cover tiles and hand trucks from Egan Supply Co., Omaha, Nebraska in an amount not to exceed \$26,000.00.

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

K. RESOLUTION – WAYFINDING IMPLEMENTATION PLAN

Deputy Community Development Director Solberg presented the Wayfinding Implementation Plan. Discussion was held.

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-056 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE WAYFINDING IMPLEMENTATION PLAN.

WHEREAS, on November 17, 2020 the City Council authorized the selection of Design Workshop as the consultant to prepare a Wayfinding Framework Plan, a tool for the City to extend its brand, create meaningful experiences and establish a sense of place; and

MINUTE RECORD

WHEREAS, on April 19, 2022, the City Council accepted the final Wayfinding Framework Plan; and

WHEREAS, staff has prepared a proposed Wayfinding Implementation Plan, as presented at this meeting, to carry out the Wayfinding Framework Plan, including phasing, design and installation considerations and preliminary estimated costs of various stages; and

WHEREAS, the Mayor and City Council desire to adopt the Wayfinding Implementation Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the Wayfinding Implementation Plan.

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

L. RESOLUTION – AUTHORIZE WAIVER OF PARKING FEES – LA VISTA DAYS EVENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-057 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE WAIVER OF PARKING FEES FOR GARAGE #2 ON MAY 31, 2024 IN CONJUNCTION WITH A LA VISTA DAYS EVENT.

WHEREAS, the annual La Vista Days celebration will be held on May 31, 2024 - June 1, 2024; and

WHEREAS, on May 31, 2024 a free community concert and fireworks show will be held in the Astro Amphitheater; and

WHEREAS, the Mayor will be hosting a gathering for invited guests prior to the concert in the Astro Theater; and

WHEREAS, the Mayor and City Council have established fees for use of the parking garage; and;

WHEREAS, it is the desire of the Mayor and City Council to waive the established parking fees for this community event.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that parking fees for Garage #2 will be waived on May 31, 2024 in conjunction with the La Vista Days event being held at the Astro Theater and the Astro Amphitheater.

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

M. DISCUSSION – WAIVING/DISCOUNTING FEES FOR USE OF CITY FACILITIES

Recreation Director Buller gave a presentation on the surface parking lot. Discussion was held.

Councilmember Thomas motioned to move Comments from the Floor up on the agenda ahead of item N. Executive Session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried.

MINUTE RECORD

May 7, 2024

No. 729 — REDFIELD DIRECT E2106195KV

COMMENTS FROM THE FLOOR

There were no comments from the floor.

N. EXECUTIVE SESSION – PERSONNEL

At 7:53 p.m. Councilmember Quick made a motion to go into executive session for the protection of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried.

Mayor Kindig stated the executive session would be limited to the subject matters contained in the motion.

At 8:01 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig announced the end of year carnival at G. Stanley Hall will be held May 10th.

At 8:04 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan and Sheehan. Motion carried.

PASSED AND APPROVED THIS 21ST DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Monthly Statement of Revenue and Expenditure

April

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	4,415,577	359,399	-	-	-	522,388	5,297,364	-	-
Sales and use taxes	454,800	227,400	-	-	227,400	-	909,600	-	-
Other Taxes ²	258,239	744	-	-	7,959	-	266,942	-	-
Licenses and Permits	30,516	-	-	-	-	-	30,516	-	-
Intergovernmental Revenues ³	205,380	-	-	-	-	-	205,380	-	-
Charges for Services	12,880	-	-	-	-	-	12,880	-	-
Grant income	34,297	-	-	-	-	-	34,297	-	-
Lottery Proceeds	-	-	-	54,076	-	-	54,076	-	-
Interest Income	49,932	59,255	8,474	20,914	34,263	2,945	175,783	27,337	27,337
Sewer Fees	-	-	-	-	-	-	-	445,493	445,493
Other Revenues ⁴	19,446	32,827	-	10,000	-	37,363	99,635	3	3
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	5,481,067	679,625	8,474	84,990	269,621	562,695	7,086,473	472,833	472,833
Expenditures									
CIP/Capital Outlay	23,954	-	544,532	-	56,131	-	624,616	-	-
Debt Service: Principal Expense	-	-	-	-	-	-	-	-	-
Debt Service: Interest Expense	-	-	-	-	-	45,643	45,643	-	-
Debt Service: Bond Issue Expense	-	-	-	-	-	400	400	-	-
General Government Expenses	383,472	3,541	-	-	-	26,908	413,920	-	-
Public Works	127,163	-	-	-	-	-	127,163	-	-
Public Safety	448,336	-	-	-	-	15,580	463,917	-	-
Culture and Recreation	216,513	-	-	-	-	-	216,513	-	-
Public Library	63,203	-	-	-	-	-	63,203	-	-
Community Betterment	-	-	-	63,745	-	-	63,745	-	-
Community Development	48,797	-	-	-	17,116	-	65,913	-	-
Sewer	-	-	-	-	-	-	-	574,751	574,751
Total Expenditures	1,311,439	3,541	544,532	63,745	73,247	88,531	2,085,035	574,751	574,751
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Change in Net Position	4,169,628	676,084	(536,058)	21,244	196,375	474,164	5,001,438	(101,918)	(101,918)

Key Trends

Revenue

1st half of the year property tax was received in April along with TIF funds (TIF funds will payout in May)
 Interest Income is \$1.3M over budget.

Expenditures

CIP projects are picking up with the construction season starting \$544K in CIP payment
 LaVista Days spending of \$63K out of lottery

¹Nonmajor Funds (EDF, OSP, PAF, QSF, TIF)

²Other tax - OCC, Hotel, Rest

³Intergovernmental Rev - rev for state, county, other municipality

⁴Other rev - parking, library, other misc.



City of La Vista NE
Monthly Treasurer Report
April FY24

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,527,101	4.2%		\$ 5,281	1/17/2024
	Dayspring Bank	\$ -	0.6%		\$ -	1/24/2024
	Total CD's	\$ 1,527,101				
Money Market	Access Bank	\$ 2,624,610	2.8%	\$ 5,596		
	Dayspring Bank	\$ 11,246,781	4.9%	\$ 43,853		
	NPAIT	\$ 30,651,672	5.3%	\$ 124,067		
	Nebraska Class	\$ 6,456,009	5.5%	\$ 28,256		
	NFIT	\$ -				
	Total Money Market	\$ 50,979,073				
Checking	Access Bank	\$ 1,190,091	1.0%	\$ 654		
Checking	Dayspring Bank	\$ 15,654	0.0%	\$ 44		
Savings	Access Bank	\$ 634,560	1.0%	\$ 650		
	Total Portfolio	\$ 54,346,480		\$ 203,120	\$ 5,281	

Key Trends

- New checking acct at DaySpring Bank is for the employee Flex Savings Acct. These are restricted funds for Flex Spending only.
- Unrestricted cash of \$15.4M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- FY24 interest income is \$1.3M over budget for the year, we have earned \$1.45M in interest so far in FY24



450 Regency Pkwy
Suite 120
Omaha, NE 68114
(712) 323-0530

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

INVOICE

Invoice Number: 702619-30
Date: April 08, 2024
Client Code: 7220
P.O. Number: 20-008340

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

Construction Observation, Administration & Testing Through: March 31, 2024

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)		90% Complete		\$48,006.00
002: Trekk (\$90,420) (Hrly)				\$89,172.71
003: Thiele Geotech (\$18,675) (Hrly)				\$19,200.00
004: Emspace & Lovgren (\$9,775) (Hrly)				\$11,809.67
005: Amendment 1 HGM (LS \$923)		100% Complete		\$923.00
006: Amendment 1 TREKK (\$4,000) (Hrly)				\$4,000.00
007: Phase 2 Final Design (Hrly)				\$201,345.71
008: Phase 2 Final Design TREKK (Hrly)				\$64,665.61
009: Phase 2 Final Design Emspace (Hrly)				\$10,763.73
010: Midwest Right of Way (\$58,725) (Hrly)				\$20,205.00
011: Construction Admin (Hrly)				
Design Engineer	89.50	136.32	\$12,200.64	
Design Engineer	68.00	148.48	\$10,096.64	
Engineer Technician	12.00	105.60	\$1,267.20	
Engineer Technician	64.00	123.84	\$7,925.76	
Senior Project Engineer	3.00	234.91	\$704.73	

Hours	Rate	Current Period	Billed To Date
		<u>\$32,194.97</u>	<u>\$450,934.16</u>

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

\$24,985.00

Total Amount Billed	<u>\$946,010.59</u>
Less Previous Invoices	<u>\$913,815.62</u>
Invoice Total	<u>\$32,194.97</u>

Outstanding Invoices

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

OH TC PRY
 PMD 5/14/24
 02.71.0917ccc - 5Eur13cc1
 (46%) 5Eur2 = \$15,453.59
 (50%) 5TAPET = \$16,741.38



450 Regency Pkwy
Suite 120
Omaha, NE 68114
(712) 323-0530

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

INVOICE

Invoice Number: 702619-31
Date: May 08, 2024
Client Code: 7220
P.O. Number: 20-008340

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

Construction Observation, Administration & Testing Through: April 30, 2024

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)		90% Complete		\$48,006.00
002: Trekk (\$90,420) (Hrly)				\$89,172.71
003: Thiele Geotech (\$18,675) (Hrly)				\$19,200.00
004: Emspace & Lovgren (\$9,775) (Hrly)				\$11,809.67
005: Amendment 1 HGM (LS \$923)		100% Complete		\$923.00
006: Amendment 1 TREKK (\$4,000) (Hrly)				\$4,000.00
007: Phase 2 Final Design (Hrly)				\$201,345.71
008: Phase 2 Final Design TREKK (Hrly)				\$64,665.61
009: Phase 2 Final Design Emspace (Hrly)				\$10,763.73
010: Midwest Right of Way (\$58,725) (Hrly)				\$20,205.00
011: Construction Admin (Hrly)				
Design Engineer	8.00	117.12		\$936.96
Design Engineer	124.50	136.32		\$16,971.84
Design Engineer	80.75	148.48		\$11,989.76
Engineer Technician	8.25	105.60		\$871.20
Engineer Technician	6.75	123.84		\$835.92

	Hours	Rate	Current Period	Billed To Date
Senior Project Engineer	2.00	234.91	<u>\$469.82</u>	<u>\$32,075.50</u>
				\$483,009.66

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

Thiele Geotech, Inc.	\$742.00
Thiele Geotech, Inc.	<u>\$1,814.00</u>
	\$2,556.00
	\$27,541.00

Total Amount Billed	\$980,642.09
Less Previous Invoices	\$946,010.59
Invoice Total	<u>\$34,631.50</u>

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
702619-30	4/8/2024	\$32,194.97			\$32,194.97
		\$32,194.97			\$32,194.97

Ok to Pay
 PND 5/14/24
 02.710417acc-SEUR13001
 (48%)SEWER = \$16,623.12
 (52%)STREET = \$18,008.38

INVOICE



Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

City of LaVista
 9900 Portal Road
 LaVista, NE 68128

Invoice Number: 69691

Date: February 29, 2024

Project Number: R011628-0001

South 73rd Avenue/Thompson Creek Culvert Rehabilitation Project**For Professional Services Rendered Through: February 24, 2024****Project Management**

	Hours	Rate	Billed
Engineer 12 Rogers, Melinda C.	3.75	235.00	\$881.25
Engineer 12 Rogers, Melinda C.	.75	250.00	\$187.50
Phase subtotal			\$1,068.75

Construction Documents and Specifications

	Hours	Rate	Billed
Engineer 3 Van Hove, Michael J.	26.50	149.00	\$3,948.50
Phase subtotal			\$3,948.50

Bidding and Construction Observation

	Hours	Rate	Billed
Engineer 12 Rogers, Melinda C.	5.50	235.00	\$1,292.50
Engineer 12 Rogers, Melinda C.	4.00	250.00	\$1,000.00
Engineer 13 Rogers, Melinda C.	6.25	259.00	\$1,618.75
Engineer 3 Van Hove, Michael J.	2.75	149.00	\$409.75
Engineer 3 Van Hove, Michael J.	4.00	158.00	\$632.00

Make all checks payable to:

Houston Engineering, Inc.

1401 21st Ave N

Fargo, ND 58102

Engineer 4			
Van Hove, Michael J.		1.25	165.00
Phase subtotal			\$5,159.25

Invoice Total **\$10,176.50**

OKTC PAY
DMD 5/14/24
05.71.0917.001- GTRT 2306

Make all checks payable to:
Houston Engineering, Inc.
1401 21st Ave N
Fargo, ND 58102

INVOICE



Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

City of LaVista
 9900 Portal Road
 LaVista, NE 68128

Invoice Number: 70408

Date: April 25, 2024

Project Number: R011628-0001

South 73rd Avenue/Thompson Creek Culvert Rehabilitation Project

For Professional Services Rendered Through: April 20, 2024

Project Management

	Hours	Rate	Billed
Engineer 13 Rogers, Melinda C.	.50	259.00	\$129.50
Phase subtotal	\$129.50		

Construction Documents and Specifications

	Hours	Rate	Billed
Engineer 13 Rogers, Melinda C.	.25	259.00	\$64.75
Engineer 4 Garder, Jacob L.	1.50	165.00	\$247.50
PROJECT EXPENSES	Billed		
Unit - Company Truck Mileage (OMA)	\$9.57		
Phase subtotal	\$321.82		

Bidding and Construction Observation

	Hours	Rate	Billed
Engineer 13 Rogers, Melinda C.	.50	259.00	\$129.50
Engineer 4 Garder, Jacob L.	.50	165.00	\$82.50
Van Hove, Michael J.	3.00	165.00	\$495.00
Engineer 8 Miller, Ethan D.	.50	208.00	\$104.00

Make all checks payable to:

Houston Engineering, Inc.

1401 21st Ave N

Fargo, ND 58102

Phase subtotal	\$811.00
-----------------------	-----------------

Invoice Total **\$1,262.32**

OK TO PAY
PMD 5/4/24
05.71.0917.00 - GRT2 202

Make all checks payable to:
Houston Engineering, Inc.
1401 21st Ave N
Fargo, ND 58102

City of Omaha
Public Works Department
Construction Division

WEEKLY PROGRESS REPORT

CONTRACTOR NL 81 *PAI TO NLH*
PROJECT East La Vista Sewer and Pavement Rehab.

PROJECT NO.	M376(228)	PROJECT STATUS: IN PROGRESS	WEEK ENDING DATE	REPORT NO.
DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY
	02 Jan 2024 Start of Phase 2. Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages			Paving - Total Value of Work This Period \$591.48
SUNDAY	Temp 68/52. No work on site, No pay items	0	Y	Sewer - Total Value of Work This Period \$54,569.67
04/28/24				Paving - Total Value of Work To Date \$719,635.14
MONDAY	Temp 69/46, NLL 0700-1800, HGM 0745-1800. on site meeting. Sewer crew cont. sewer main repair work on S 71st St. removed pavement from north side of 7341/7342 driveways to 7337/7338 houses driveways. Ram and replace 18 in of sanitary sewer main. Paving crew installed pavement on Edgewood 7005 to 7002 and 7345/7346 driveways. Pay items: 58 items rep san sewer main 46 ft, 55 bedding material 16 tons, 115 cont 7' precast 117,228\$, 32 ram driveway 8.81 SY, 168 cont driveway 22.49 SY, 29 ram pavement 94.44 SY	12	Y	Sewer - Total Value of Work To Date \$1,351,485.48
04/29/24				Pro-rated Adjustment to Value of Stored Materials This Period \$0.00
TUESDAY	Temp 76/54, NLL 0700-1800, HGM 0740-1800. Sewer crew cont work on sanitary sewer ram and replacement, 0.05' rain fell overnight and rain off and on throughout the morning. Pay items #55 (Bedding mat 1.60 tons, 58 Ram and rep san sewer 10')	4	Y	Total Value of Stored Materials Remaining To Date \$0.00
04/30/24				Estimated Contract Value \$ 4,822,962.10
WEDNESDAY	Temp 68/52, NLL 0700-1700, HGM 0800-1700. Sewer crew cont. saw sewer main replacement S 71st St. Did saw/lat at 7341 and 7342 serv lat, light rain 1520, additional rain forecasted. Backfilled trench cut, created dirt dam to protect excavated area. Pay items: 38 ram saw/lat 25.3, 34 inst serv/lat 25.3.	11	Y	Percent Complete By Value 43%
05/01/24				Contract Calendar / Work Days 415
THURSDAY	Temp 62/48, NLL 0700-1700, HGM 0800-1700. Sewer crew cont. sewer main replacement with pavement removal to 7338/7339 houses. Replaced 28 in of main, headed pipe, backfilled trench. Paving crew did subgrade prep from 7341 driveway (first pour 100' in EOR fibrance) for 7210 ft, removed driveway approaches 7342/7341. set forms for pour tomorrow. Pay items: 55 bed material 4.59 tons, 58 Ram rep san main 28', 28 ram pavmt 208.89 SY, 35 ram driveway 19.44 SY	12	Y	Calendar / Work Days This Period 7
05/02/24				Calendar / Work Days Used To Date 398
FRIDAY	Temp 72/40, No precip, NLL 0700-1800, HGM 0800-1900, thdle 0830-0900 compaction testing. Paving crew cont. subgrade prep site 100x10 to 100x34, for pavement installation. (installed pavement starting at 1200 hrs finished 1620). Sewer crew cont. sanitary sewer main replacement to 7337/7338 serv laterals. Pay items: 115 Cont 7' PDC 234.08 SY, 175 subgrade prep 234.08 SY, 52 Ram Repl sanitary sewer main 35.73, 55 bedding material 6.01 tons, 25 Ram pavmt 75 SY	12	Y	Percent Time Used 99%
05/03/24				% Retained Paving/Sewer 10.0000%
SATURDAY	Temp 63/41, 1.07" of rain fell between 0200 and 0600. NLL paving crew 0700-1100. Sewer crew 0800-1500. Paving crew clean up, saw cutting joints in new pavement and removed forms. Sewer crew, hauled cut remaining concrete debris from yesterdays removals, started working on serv. lat. repair work on 7337 and 7338 houses. Pay items: 33 Remove Serv/lat 25.83, 34 inst serv/lat 25.83'	8	Y	Amount Retained to Date Paving \$71,963.51
05/04/24				Amount Retained To Date Sewer \$135,148.65
Other Comments Note: CIPP Work has been reviewed and found to have some questionable service lateral openings cut out. Video and review documentation sent to contractor and City. Change Order 1-2 line items entered and quarterly adjustments made PAP. CIPP Pre inspection and Jetting Paid for sections completed in 2024. As noted, liner installed has noted defects that need to be corrected for acceptance and payment.				Net Amount Due To Date \$1,864,009.46
				Total Incentive Earned / Disincentive Assessed To Date \$0.00
				Net Amount Due To Date Including Incentive Earned / Disincentive Assessed \$1,864,009.46
				Total Previous Payments To Date \$1,725,186.66
				Amount Due To Date \$138,822.80

S-14-84
CONTRACTOR / DATE

PROJECT REPRESENTATIVE / DATE

Paula Pegge, HGM Associates, 06 May 2024
PROJECT MANAGER / DATE

PAI *5/19/24*
CITY CONSTRUCTION ENGINEER / DATE

PAI TO PAI
PMO 5/15/24
02. 71. 0017.000 - SEUR 13001
SEWER = \$ 136,733.07
STREET = \$ 2,089.73

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$156,000.00	LS	-	\$0.00	100.0%	1.00	\$156,000.00
2	Paving 2	Remove Pavement	7,747.00	\$11.00	SY	-	\$0.00	40.0%	3,080.28	\$33,683.08
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	2.0%	15.20	\$167.20
4	Paving 4	Remove Sidewalk - Paving	7,396.00	\$2.00	SF	-	\$0.00	76.0%	5,630.73	\$11,261.46
5	5	Remove Concrete Curb and Gutter	1,750.00	\$12.00	LF	-	\$0.00	82.0%	1,435.70	\$17,228.40
6	6	Perform Cold Planning-Asphalt	25,920.00	\$8.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	2,880.00	\$187.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	5,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L65 - Paving	7,575.00	\$75.00	SY	-	\$0.00	46.0%	3,510.32	\$263,274.00
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	96.00	\$92.00	SY	-	\$0.00	35.0%	33.33	\$3,066.36
14	14	Construct Concrete Curb and Gutter	1,750.00	\$42.00	LF	-	\$0.00	82.0%	1,435.70	\$60,280.40
15	Paving 15	Construct 6" Driveway - Type L65 - Paving	841.00	\$59.00	SY	-	\$0.00	2.0%	15.20	\$896.80
16	16	Construct 6" Driveway - Type L85	50.00	\$62.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	8,537.00	\$3.50	SY	-	\$0.00	1.0%	86.94	\$304.29
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	25.0%	3.00	\$2,400.00
19	19	Adjust Manhole to Grade	30.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
20	20	Remove & Replace Curb Inlet Top	5.00	\$3,200.00	EA	-	\$0.00	80.0%	4.00	\$12,800.00
21	21	Install Manhole Ring and Cover	6.00	\$700.00	EA	-	\$0.00	25.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	21.0%	0.2142	\$10,710.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$6.75	SF	-	\$0.00	101.0%	5,050.71	\$34,092.29
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	93.0%	488.52	\$3,683.90
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	60.0%	824.14	\$11,537.96
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	-	\$0.00	54.0%	240.00	\$10,800.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	291.0%	700.50	\$28,020.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	46.0%	879.29	\$3,297.34
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	53.0%	1,020.12	\$3,060.36

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	250.0%	5.00	\$625.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	527.0%	1,053.52	\$21,070.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	100.0%	1.00	\$144,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,052.00	\$11.00	SY	408.33	\$4,491.63	151.0%	7,612.22	\$83,734.42
S3	Sewer 3	Remove Concrete Driveway - Sewer	3,940.00	\$11.00	SY	28.05	\$308.55	20.0%	794.88	\$8,743.68
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	20.0%	1,406.20	\$2,812.40
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	7,077.00	\$75.00	SY	352.02	\$26,401.50	105.0%	7,405.05	\$555,378.75
S15	Sewer 15	Construct 6" Driveway - Sewer	1,915.00	\$59.00	SY	23.49	\$1,385.91	41.0%	790.07	\$46,614.13
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	234.08	\$819.28	7.0%	511.86	\$1,791.51
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$6.75	SF	-	\$0.00	19.0%	1,342.20	\$9,059.85
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	51.13	\$1,022.60	59.0%	3,164.42	\$63,288.40
34	34	Construct 8" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$65.00	LF	51.13	\$3,323.45	60.0%	2,907.09	\$188,960.85
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	0.0%	-	\$0.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	24.00	\$175.00	LF	-	\$0.00	1126.0%	270.33	\$47,307.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs , Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,138.00	\$45.00	LF	-	\$0.00	18.0%	1,841.79	\$82,880.55
40	40	Install 15"CIPP Liner	927.00	\$65.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Install Service lines	310.00	\$100.00	EA	-	\$0.00	16.0%	51.00	\$5,100.00
42	42	CIPP End Seal, 8-in	79.00	\$195.00	EA	-	\$0.00	15.0%	12.00	\$2,340.00
43	43	CIPP End Seal, 15-in	9.00	\$260.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline inspection	11,794.00	\$4.50	LF	-	\$0.00	53.0%	6,205.25	\$27,923.63
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,065.00	\$3.00	LF	-	\$0.00	17.0%	1,841.79	\$5,525.37
46	46	Jet Existing Sanitary Sewer	11,065.00	\$2.75	LF	-	\$0.00	56.0%	6,205.25	\$17,064.44
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	0.0%	-	\$0.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	28.0%	0.28	\$5,600.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	50.0%	0.50	\$20,000.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	90.0%	88.00	\$6,424.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	73.0%	16.00	\$3,200.00
63	CO1 55	3/4" Limestone Pipe Bedding	217.00	\$29.50	Ton	20.05	\$591.48	29.0%	62.81	\$1,852.90
64	CO1A 56	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	-	\$0.00	100.0%	4.00	\$16,800.00
65	CO1A 57	Remove existing inlets	3.00	\$500.00	ea	-	\$0.00	100.0%	3.00	\$1,500.00
66	CO2 56	Remove and replace 6" Sanitary Sewer Main S 71st St.	729.00	\$137.00	LF	122.75	\$16,816.75	32.0%	234.75	\$32,160.75
67	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

User: RPOLLOCK

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

142256	05/08/2024	ALFRED BENESCH & COMPANY	28,783.17	N
142257	05/08/2024	HAPPY TREES LLC	6,500.00	N
142258	05/08/2024	OLSSON, INC.	900.00	N
142259	05/08/2024	RDG PLANNING & DESIGN	9,125.33	N
142260	05/08/2024	HOMPSON DREESSEN & DORNER, INC.	21,677.05	N
142255	05/09/2024	UNITED STATES POSTAL SERVICE	1,636.11	N
3055(E)	05/15/2024	ACTIVE NETWORK LLC	15.14	N
3056(E)	05/15/2024	AMERICAN HERITAGE LIFE INSURANCE CO	463.59	N
3057(E)	05/15/2024	BLACK HILLS ENERGY	3,542.55	N
3058(E)	05/15/2024	BOK FINANCIAL	1,053.75	N
3059(E)	05/15/2024	CENTURY LINK/LUMEN	104.10	N
3060(E)	05/15/2024	COLONIAL LIFE & ACCIDENT INS CO	2,058.84	N
3061(E)	05/15/2024	RBORN NATIONAL LIFE INSURANCE CO	1,240.00	N
3062(E)	05/15/2024	FANTASY DRONE SHOWS LLC	18,750.00	N
3063(E)	05/15/2024	METLIFE	1,112.19	N
3064(E)	05/15/2024	MID-AMERICAN BENEFITS INC	15,982.01	N
3065(E)	05/15/2024	PAYROLL MAXX	452,788.42	N
3068(E)	05/17/2024	ACTIVE NETWORK LLC	44.34	N
3069(E)	05/17/2024	CENTURY LINK/LUMEN	475.15	N
3070(E)	05/17/2024	COX COMMUNICATIONS, INC.	198.00	N
3071(E)	05/17/2024	RBORN NATIONAL LIFE INSURANCE CO	7,423.37	N
3072(E)	05/17/2024	ESSENTIAL SCREENS	977.95	N
3073(E)	05/17/2024	LINCOLN NATIONAL LIFE INS CO	6,875.94	N
3074(E)	05/17/2024	MEDICA INSURANCE COMPANY	150,079.15	N
3075(E)	05/17/2024	NE DEPT OF REVENUE-SALES TAX	80.39	N
3066(A)	05/21/2024	ABM INDUSTRIES, INC	17,023.11	N
3067(A)	05/21/2024	SHI INTERNATIONAL CORP.	30,626.03	N
142261	05/21/2024	4 SEASONS AWARDS	7.50	N
142262	05/21/2024	911 CUSTOM LLC	7,276.67	N
142263	05/21/2024	A-RELIEF SERVICES INC	425.00	N
142264	05/21/2024	AKRS EQUIPMENT SOLUTIONS, INC.	33.77	N
142265	05/21/2024	AMAZON CAPITAL SERVICES, INC.	2,577.10	N
142266	05/21/2024	ARNOLD MOTOR SUPPLY	152.99	N
142267	05/21/2024	B STREET COLLISION CENTER	353.80	N
142268	05/21/2024	BACON LETTUCE CREATIVE	2,295.00	N
142269	05/21/2024	BARCAL, ROSE	257.41	N
142270	05/21/2024	BENNETT REFRIGERATION INC	637.47	N
142271	05/21/2024	EREINS-TATE CONSULTING GROUP, INC.	3,000.00	N
142272	05/21/2024	BERGANKDV LLC	27,000.00	N
142273	05/21/2024	BIG RED LOCKSMITHS	155.00	N
142274	05/21/2024	BISHOP BUSINESS EQUIPMENT	2,184.86	N
142275	05/21/2024	SHOP BUSINESS EQUIPMENT COMPANY	703.80	N
142276	05/21/2024	BIZCO, INC.	149.24	N
142277	05/21/2024	BOTACH INC.	4,500.00	N
142278	05/21/2024	CENTER POINT, INC.	330.78	N
142279	05/21/2024	CITY OF PAPILLION PARKS/RECREATION	150.95	N
142280	05/21/2024	COLONIAL RESEARCH CHEMICAL CO	196.23	N
142281	05/21/2024	COMP CHOICE INC	295.00	N
142282	05/21/2024	CONCRETE SUPPLY, INC.	1,696.50	N
142283	05/21/2024	CONNER PSYCHOLOGICAL SERVICES, PC	260.00	N
142284	05/21/2024	CONRECO INCORPORATED	480.00	N
142285	05/21/2024	CROUCH RECREATION	4,892.00	N
142286	05/21/2024	CULLIGAN OF OMAHA	13.00	N
142287	05/21/2024	CUMMINS SALES AND SERVICE	1,860.48	N
142288	05/21/2024	D & K PRODUCTS	5,156.00	N
142289	05/21/2024	DAIGLE LAW GROUP, LLC	1,390.00	N
142290	05/21/2024	DATABASEUSA.COM/A TO Z DATABASES	933.00	N
142291	05/21/2024	DOUGLAS COUNTY SHERIFF'S OFC	675.00	N
142292	05/21/2024	EBSCO INFORMATION SERVICES	3.20	N
142293	05/21/2024	ED ROEHR SAFETY PRODUCTS CO	6,040.00	N

User: RPOLLOCK

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
142294	05/21/2024	EDGEWEAR SCREEN PRINTING	648.00	N
142295	05/21/2024	FERGUSON US HOLDINGS INC	66.24	N
142296	05/21/2024	FIKES COMMERCIAL HYGIENE LLC	99.00	N
142297	05/21/2024	FIRST RESPONDER OUTFITTERS, INC	1,426.01	N
142298	05/21/2024	FOAMAHSA PARTIES	4,390.00	N
142299	05/21/2024	FRANCOIS ROSS	4,350.00	N
142300	05/21/2024	GALE	143.95	N
142301	05/21/2024	GENUINE PARTS COMPANY-OMAHA	23.93	N
142302	05/21/2024	GREAT PLAINS UNIFORMS	206.23	N
142303	05/21/2024	GREIG YOUNG CHEVROLET INC	147.06	N
142304	05/21/2024	JARDIAN ALLIANCE TECHNOLOGIES INC	800.00	N
142305	05/21/2024	HARPENAU, TYLER ANTHONY	400.00	N
142306	05/21/2024	HOBBY LOBBY STORES INC	88.69	N
142307	05/21/2024	HOTSY EQUIPMENT COMPANY	167.35	N
142308	05/21/2024	HOUSTON RADAR LLC	439.00	N
142309	05/21/2024	HURST, JEAN	89.11	N
142310	05/21/2024	INGRAM LIBRARY SERVICES LLC	2,913.89	N
142311	05/21/2024	J & J SMALL ENGINE SERVICE	1,112.87	N
142312	05/21/2024	JESSE CLEASBY	1,200.00	N
142313	05/21/2024	KANOPLY, INC.	153.00	N
142314	05/21/2024	KRIHA FLUID POWER CO INC	107.60	N
142315	05/21/2024	LABRIE, DONALD P	150.00	N
142316	05/21/2024	LEWIS, MELISSA N	225.00	N
142317	05/21/2024	LIBRARY IDEAS LLC	1,142.96	N
142318	05/21/2024	LIVE WELL GO FISH	300.00	N
142319	05/21/2024	LOWE'S CREDIT SERVICES	320.47	N
142320	05/21/2024	MAINTAINX, INC	1,950.00	N
142321	05/21/2024	MALLOY ELECTRIC	3,083.51	N
142322	05/21/2024	MATHESON TRI-GAS INC	230.52	N
142323	05/21/2024	MENARDS-BELLEVUE	21.97	N
142324	05/21/2024	MENARDS-RALSTON	582.43	N
142325	05/21/2024	METRO AREA TRANSIT	2,538.00	N
142326	05/21/2024	METROPOLITAN COMMUNITY COLLEGE	12,610.60	N
142327	05/21/2024	MIDWEST TAPE	25.49	N
142328	05/21/2024	MILLARD METAL SERVICES INC	258.00	N
142329	05/21/2024	MURPHY TRACTOR/POWERPLAN	2,030.04	N
142330	05/21/2024	O'REILLY AUTO PARTS	2,269.83	N
142331	05/21/2024	OCLC INC	60.49	N
142332	05/21/2024	OFFICE DEPOT INC	482.76	N
142333	05/21/2024	OMAHA BUBBLE COMPANY	400.00	N
142334	05/21/2024	OMAHA WORLD-HERALD	136.99	N
142335	05/21/2024	OMNI ENGINEERING	997.44	N
142336	05/21/2024	ONE CALL CONCEPTS INC	464.84	N
142337	05/21/2024	PAPILLION SANITATION	2,330.32	N
142338	05/21/2024	PARTNERS FOR LIVABLE OMAHA	2,500.00	N
142339	05/21/2024	PER MAR SECURITY SERVICES	985.44	N
142340	05/21/2024	PETTY CASH	70.00	N
142341	05/21/2024	PETTY CASH	300.00	N
142342	05/21/2024	POOLEQUIP LLC	1,590.32	N
142343	05/21/2024	PORT-A-JOHNS	180.00	N
142344	05/21/2024	REF'S SPORTS BAR & GRILL	8,873.00	N
142345	05/21/2024	ROBERT T. HENNICH	1,562.00	N
142346	05/21/2024	ROSARIO CANIGILA	14,415.00	N
142347	05/21/2024	RTG BUILDING SERVICES INC	6,765.00	N
142348	05/21/2024	SCHOOL OF ROCK OMAHA	800.00	N
142349	05/21/2024	SCHWARTZ, DEREK	64.64	N
142350	05/21/2024	SITE ONE LANDSCAPE SUPPLY LLC	3,043.65	N
142351	05/21/2024	SPIRIT YOUTH SPORTS	960.00	N
142352	05/21/2024	SUBURBAN NEWSPAPERS INC	528.32	N
142353	05/21/2024	SUN COUNTRY DISTRIBUTING LTD	41.64	N

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
142354	05/21/2024	THE ASTRO THEATER	6,328.00	N
142355	05/21/2024	THE COLONIAL PRESS, INC	8,699.17	N
142356	05/21/2024	THE PENWORTHY COMPANY	365.41	N
142357	05/21/2024	THE SCHEMMER ASSOCIATES INC	1,546.88	N
142358	05/21/2024	RANS UNION RISK AND ALT. DATA SOL.	75.00	N
142359	05/21/2024	TY'S OUTDOOR POWER & SERVICE	389.03	N
142360	05/21/2024	UNITE PRIVATE NETWORKS LLC	6,050.00	N
142361	05/21/2024	UNMC	664.00	N
142362	05/21/2024	V & V MANUFACTURING INC	359.85	N
142363	05/21/2024	VERIZON CONNECT FLEET USA	608.00	N
142364	05/21/2024	VERIZON WIRELESS	516.66	N
142365	05/21/2024	VOIANCE LANGUAGE SERVICES, LLC	270.48	N
142366	05/21/2024	VR GAME TRUCK NEBRASKA	2,305.00	N
142367	05/21/2024	WALMART COMMUNITY BRC	462.06	N
142368	05/21/2024	WESTLAKE HARDWARE INC NE-022	2,095.91	N
			TOTAL:	980,615.48

APPROVED BY COUNCIL MEMBERS ON: 05/21/2024

COUNCIL MEMBER

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS D LIQUOR LICENSE FOR SHIVEN, LLC DBA JD'S LIQUOR LOCKER IN LA VISTA, NEBRASKA.

WHEREAS, Shiven, LLC dba JD's Liquor Locker, 8052 S. 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License; and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application; and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission; and

WHEREAS, said licensing standards have been considered by the City Council in making its decision;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class D Liquor License submitted by Shiven, LLC dba JD's Liquor Locker, 8052 S. 84th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 21ST DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Acting Chief Captain D. J. Barcal

DATE: May 2, 2024

RE: Local Background Check– Shiven, LLC DBA JD's Liquor Locker

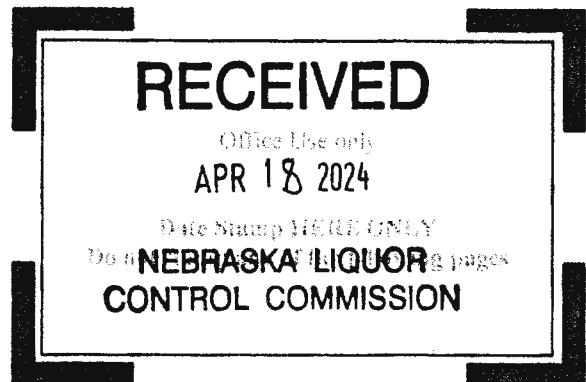
The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application of Shivani Patel for Shiven LLC, DBA JD's Liquor Locker at 8052 S. 84th Street. No criminal record was located.

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

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class:	D
License Number:	126402



Office Use Only

NEW / REPLACING 122464 TOP Yes / No

Hot List Yes / No

Initial: VT

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Shiven, LLC

TRADE (DBA) NAME JD's Liquor Locker

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Steven Ranum

CONTACT EMAIL ADDRESS sranum@crokerlaw.com

Office use only

PAYMENT TYPE	<u>Pay Port</u>
AMOUNT	<u>\$600</u>
RECEIVED:	<u>4/18/24</u>
DATE DEPOSITED	


2400004045

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

A BEER, ON SALE ONLY

B BEER, OFF SALE ONLY**

C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO

D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

F BOTTLE CLUB,

I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO

J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

AB BEER, ON AND OFF SALE

AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE
LICENSE IS ISSUED**

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

Individual License (requires insert FORM 104)

Partnership License (requires insert FORM 105)

Corporate License (requires FORM 101 & FORM 103)

Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name Steven Ranum Phone Number 4023916777

Firm Name Croker Huck Law Firm

Email address sranum@crokerlaw.com

Should we contact you with any questions on the application? YES NO

PREMISES INFORMATIONTrade Name (doing business as) JD's Liquor LockerStreet Address 8052 S. 84th StreetCity La VistaCounty SarpyZip Code 68128 - 3303Premises Telephone number 402-339-1634Business e-mail address spatel_india@hotmail.com

Is this location inside the city/village corporate limits

YES NO **MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Shivani PatelStreet Address 6015 S. 191st TerraceCity OmahaState NEZip Code 68135 - 4195**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED

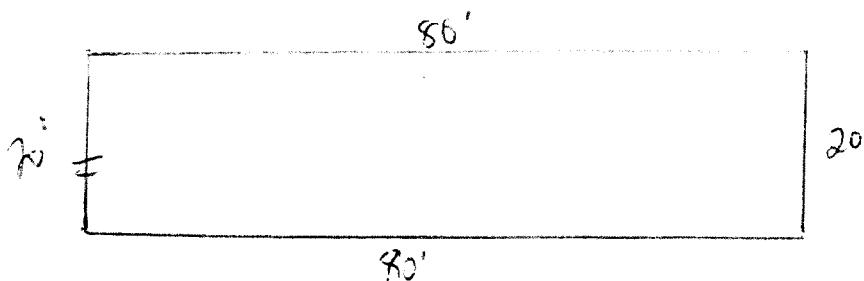
DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 80 x width 20 in feetIs there a basement? Yes No If yes, length x width in feetIs there an outdoor area? Yes No If yes, length x width in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES _____ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Shivani Patel	2009	Omaha, NE	Speeding	Paid Fine

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES _____ NO

If yes, provide business name and license number JSV, LLC; 122466

3. Are you buying the business of a current retail liquor license?

YES _____ NO

If yes, give name of business and liquor license number JSV, LLC; 122466

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES _____ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) **Ralston Management Group, LLC**

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. **Red Bull Cooler, Owned by Red Bull**

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First National Bank of Omaha and/or American National Bank; Shivani Patel and Saumil Patel, authorized signers

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

JSV, LLC; 122466; 8052 S. 84th Street; La Vista, NE 68128

Ralston Management Group, LLC (FoodMart), 8204 Harrison Street, Ralston, NE 68128, Lic #113942

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Saumil Patel	03/2018	Nebraska Alcohol Server/Seller Certification

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Saumil J. Patel/Supervisor	8/10/2015	Food Mart (Ralston Management Group LLC); 8204 Harrison St., Ralston, NE 68128
Saumil J. Patel/Manager	4/18/2018	JD's Liquor Locker (JSV, LLC); 8052 S. 84th Street, La Vista, NE 68128

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date April 30, 2026
 Deed
 Purchase Agreement

14. When do you intend to open for business? May 1, 2024

15. What will be the main nature of business? Liquor Sales

16. What are the anticipated hours of operation? 9:30 a.m. - 9:30 p.m. M-Th; 9:30 a.m. - 10:00 p.m. F-Sat; Closed Sunday

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Saumil: Omaha, NE	2013	Present			
Shivani: Omaha, NE	2013	Present			

If necessary, attach a separate sheet

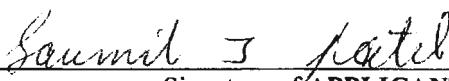
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**


Signature of APPLICANT

Saumil Patel

Printed Name of APPLICANT


Signature of SPOUSE

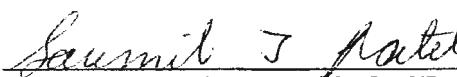
Shivani Patel

Printed Name of SPOUSE


Signature of APPLICANT

Shivani Patel

Printed Name of APPLICANT


Signature of SPOUSE

Saumil Patel

Printed Name of SPOUSE

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____

RECEIVED

APR 18 REC'D

NEBRASKA LIQUOR
CONTROL COMMISSION

INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Shivani, LLC

Name of Registered Agent: Shivani Patel

LLC Address: 6015 S. 191st Terrace

City: Omaha State: NE Zip Code: 68135-4195

LLC Phone Number: 402-490-3124 LLC Fax Number: _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Patel First Name: Shivani MI: S

Home Address: 6015 S. 191st Terrace City: Omaha

State: NE Zip Code: 68135 Home Phone Number: 402-490-3124

Shivani Patel

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: **Patel** First Name: **Saumil** MI: **J**

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Spouse Full Name (indicate N/A if single): **Shivani S. Patel**

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership **60.0%**

Last Name: **Patel** First Name: **Shivani** MI: **S.**

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Spouse Full Name (indicate N/A if single): **Saumil J. Patel**

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership **40.0%**

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January 1st Ending Date: December 31st

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

Nebraska Secretary of State

SHIVEN, LLC

Mon Apr 22 10:56:22 2024

SOS Account Number

2402051667

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

SHIVANI PATEL
 6015 SOUTH 191ST TERRACE
 OMAHA, NE 68135
Designated Office Address
 6015 SOUTH 191ST TERRACE
 OMAHA, NE 68135

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Feb 21 2024

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for SHIVEN, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Feb 21 2024	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Mar 21 2024	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

**CERTIFICATE OF ORGANIZATION
OF SHIVEN, LLC**

The undersigned, desiring to form a limited liability company under and in conformity with the laws of the State of Nebraska, does hereby make this certificate and hereby verify:

1. **Name.** The name of the company is Shiven, LLC.
2. **Initial Designated Office.** The address of the initial designated office of the company in Nebraska is:

6015 South 191st Terrace
Omaha, NE 68135

3. **Initial Agent for Service of Process.** The name and address of the company's initial agent for service of process is:

Shivani Patel
6015 South 191st Terrace
Omaha, NE 68135

EXECUTED by the undersigned as of the 19th day of February, 2024.



Steven G. Ranum, Organizer

**OPERATING AGREEMENT OF
SHIVEN, LLC
A NEBRASKA LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT is made effective by the undersigned as of the 21st day of February, 2024.

**ARTICLE I.
FORMATION**

1. The undersigned have formed a limited liability company under the laws of the State of Nebraska by filing a Certificate of Organization with the Nebraska Secretary of State on March 1, 2018.

2. The name of this Company is Shiven, LLC.

3. The purpose for which this Company is formed is to engage in any lawful act, business or activity for which limited liability companies may be formed under the laws of the State of Nebraska and to do any and all other things determined by the Members to be necessary, desirable or incidental to the foregoing purpose.

4. The term of the Company shall become effective on the date the Certificate of Organization is filed with the Secretary of State of Nebraska, and shall be perpetual unless the Company is dissolved earlier pursuant to the provisions of this Operating Agreement or as provided in Section 21-101 et seq. of the Revised Statutes of the State of Nebraska (the “Act”).

5. The location of the designated office of the Company shall be the office shown in the Certificate of Organization filed with the Nebraska Secretary of State, as the same may be amended from time to time.

6. The Company’s agent for service of process and address of the agent for service of process shall be the agent and address shown in the Certificate of Organization filed with the Nebraska Secretary of State, as the same may be amended from time to time.

7. The initial capital contribution and percentage ownership interest in the Company (“Percentage Interest”) of each of the Members of the Company is set forth on Exhibit “A.”

**ARTICLE II.
MANAGEMENT**

1. Management of the Company shall be vested in the Members in proportion to their Percentage Interests. The act of a majority of the Members shall constitute the act of the Company, except where greater than majority approval is specifically required hereunder. The Members shall possess all rights and powers generally conferred by law and all rights and powers that are necessary, advisable, or consistent therewith and with the provisions of this Agreement.

2. No Members shall be expected to devote full time and attention to the affairs of the Company, but shall devote the amounts of time and attention reasonable and appropriate in the Member's good faith and judgment.

ARTICLE III. OFFICERS

1. The Members may, but need not, elect officers of the Company. If the Members do decide to elect officers, then the provisions of this ARTICLE III shall apply. The officers of the Company shall be a president, one or more vice-presidents (as the Members shall determine), a secretary and a treasurer, and such other officers and agents as may be deemed necessary. The same individual may simultaneously hold more than one office except that the president and treasurer shall not be the same person.

2. The officers of the Company shall be elected by the Members at its first regular meeting and at each regular meeting thereafter held. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her death, or until resignation or removal in the manner hereinafter provided.

3. Any officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Members may fill the pending vacancy before the effective date if the Members provide that the successor shall not take office until the effective date.

4. The Members may remove any officer at any time with or without cause.

5. The appointment or election of an officer shall not itself create any contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

6. A vacancy in an office because of death, resignation, removal, disqualification or otherwise, may be filled by the Members for the unexpired portion of the term.

7. The president shall be the principal executive officer of the Company and, shall carry out the operations of the Company subject to and only as prescribed by the Members from time to time.

8. In the absence of the president or in the event of his or her death, inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president.

9. The secretary shall: (a) keep the minutes of the Members' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (c) be custodian of the Company's records and, if a seal shall be adopted, of the seal of the Company and see that the seal of the Company is affixed to all documents, the execution of which on behalf of the Company under its seal is duly authorized; (d) keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; (e) in general perform all duties incident to the office of the secretary and such other duties as from time to time may be assigned to him or her by the Members.

10. If required by the Members, the treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Members shall determine. The treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Company; (b) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies or other depositories as shall be selected in accordance with provisions ARTICLE VI; and (c) in general, perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to the treasurer by the Members.

11. An officer shall discharge his or her duties under that authority in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Company and in accordance with the authority delegated to that office by the Members. In discharging his or her duties, an officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Company whom the officer reasonably believes to be reliable and competent in the matters presented; or (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence. An officer shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by this provision unwarranted. An officer shall not be liable for any action taken as an officer, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this provision.

ARTICLE IV. MEMBERS

1. The Members are listed on Exhibit A, which is attached hereto and made a part hereof. Exhibit A shall reflect the capital contribution and Percentage Interest of each Member in the profits and losses of the Company, or if percentages are not identified on Exhibit A, then each Member's Percentage Interest is in proportion to each Member's respective capital account. Additional Members may be admitted to the Company, at such time or times, and for such consideration as determined by the affirmative vote of a majority of the Members by Percentage Interest at a meeting called by the Members for such purpose.

2. Except as otherwise specifically provided in this Operating Agreement to the contrary, no Member, on his, her, or its own, shall have the right or authority to:

- a. Receive compensation for its role as a member or as an officer.
- b. Have the Member's contribution repaid except to the extent provided in this Operating Agreement or by law.
- c. Require partition of the Company's property or to compel any sale or appraisal of the Company's assets.
- d. Sell or assign or pledge the Member's interest in the Company or to constitute the vendee or assignee thereunder, except as provided in this Agreement.
- e. Voluntarily withdraw as a Member from the Company.

3. No Member shall be personally held accountable for any of the debts, losses, claims, judgments or any of the liabilities of the Company beyond the Member's contributions, and binding written commitments for additional capital contributions, to the capital of the Company.

ARTICLE V. **LIMITATIONS ON DUTY OF LOYALTY AND DUTY OF CARE**

1. A Member may deal with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company, whether or not the transaction is fair to the Company.

2. Prior to dissolution, a Member may engage in business that is similar to or in competition with the business of the Company.

3. Any other act or transaction which would violate the duty of loyalty owed to the Company (as limited by this Article) may be authorized or ratified, after full disclosure of all material facts, by either a majority of the Members who are disinterested in the act or transaction, or by all of the Members whether or not disinterested in the act or transaction.

4. A Member's duty of care under this Operating Agreement is to refrain from acting or failing to act in a manner that is grossly negligent and to refrain from intentional or fraudulent misconduct or knowing violation of law.

5. In carrying out his duties hereunder, a Member shall not be liable to the Company nor to any Member for his good faith actions or failure to act, nor for any errors of judgment, nor for any act or omission believed in good faith to be within the scope of authority conferred by this Operating Agreement, but only for his own willful or fraudulent misconduct in the performance of his obligations under this Operating Agreement, or for gross negligence or willful breach of his fiduciary duties under this Operating Agreement or for a breach or act which is non-waivable under § 21-110(f) of the Act. The receipt of advice of counsel that certain acts and omissions are within the scope of authority conferred by this Operating Agreement shall be conclusive evidence of good faith; however, good faith may be determined without obtaining such legal advice. Notwithstanding the foregoing, the Member shall be liable to the Company and/or the Members as required by the non-waivable provisions of the Act in § 21-110(f).

6. To the fullest extent permitted by the Act, the Company shall reimburse for any payment made and indemnify for any debt, obligation, or other liability incurred by a Member in the course of the Member's activities on behalf of the Company which the Member believed, in good faith, to be within the scope of authority conferred by this Operating Agreement, except for willful or fraudulent misconduct, gross negligence or willful breach of fiduciary duties including breach of the duties set forth in Sections 21-134 and 21-138 of the Act. Notwithstanding the foregoing, the Company's indemnification of a Member and his agents, officers, and employees as to a third party is only with respect to such loss, liability or damage which is not otherwise compensated for by insurance carried for the benefit of the Company. Insurance coverage for public liability, and all other insurance deemed necessary or appropriate by the Members to the business of the Company, shall be carried in such amounts and of such types as shall be determined by the Members.

7. A Member owes to the Company and the other Members of the Company only those fiduciary duties that are required by this Operating Agreement or by the Act (except to the extent that the duties provided for in the Act have been eliminated or limited by a provision of this Operating Agreement).

ARTICLE VI. MEETINGS OF MEMBERS

1. Meetings of the Members of the Company may be held on any day, and may be called by the President or by the Members who hold at least thirty percent (30%) of the Percentage Interest in the Company. Upon written request delivered either in person or by certified mail, return receipt requested, to the President by any Members entitled to call a meeting of the Members, the President shall forthwith cause notice to be given to the Members entitled to such notice. Meetings upon request of Members entitled to call a meeting must be held on a date not less than five (5) nor more than sixty (60) days after the receipt of such request, as the President may fix. If such notice is not given within twenty (20) days after the delivery or mailing of such request, or if the Company does not have an elected President, the person or persons calling the meeting may fix the time of the meeting and give notice thereof in the manner provided for by law or this Operating Agreement, or cause such notice to be given by any designated representative. Each meeting of the Company shall be called to convene between 8:00 a.m. and 8:00 p.m., and shall be held at the designated office of the Company or at such other place as may be designated by the President or Members and specified in the notice of such meeting.

2. Except in exigent circumstances, not less than five (5) nor more than sixty (60) days before the date fixed for a meeting, written notice stating the time and place of the meeting shall be given. The notice shall be sent by personal delivery or by first class mail or by other means of written communication (including telefax), to each Member entitled to notice of the meeting who is a Member of record as of the day preceding the day on which notice is given, or, if a record date is duly fixed, as of that date. If mailed, the notice shall be addressed to the Members at their respective addresses as they appear in the records of the Company. The Members may waive notice of the meeting.

3. Except as may otherwise be provided by law, the Certificate of Organization or this Operating Agreement, at any meeting of the Members, the holders of a majority of the Percentage Interest of the Company, either present in person or by proxy, shall constitute a quorum for such meeting.

4. Members entitled to vote may vote in person or by proxy. The person appointed as proxy need not be a Member. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person who appointed a proxy shall not operate to revoke the appointment. Notice to the Company, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or action previously taken or authorized. Meetings may take place by teleconference, video conference or other electronic means so long as all participants can be heard during the meeting. Action may also be taken without a meeting by unanimous written consent of all Members.

5. All votes of Members shall be weighted in accordance with his or her then existing Percentage Interest in the Company. Unless a greater or lesser specified percentage is required by the Certificate of Organization, this Operating Agreement, or law, the approval of Members owning a majority of the Percentage Interest entitled to vote on such act shall be the act of the Members in all such matters.

6. Any of the following actions by the Company must be approved by an affirmative vote of two-thirds of the Members by Percentage Interest at a meeting called by the Members or President for such purpose:

- a. the sale, lease, exchange, or other disposition of all, or substantially all, of the Company's property, with or without the goodwill, outside the ordinary course of the Company's activities;
- b. a merger or conversion of the Company; and
- c. the taking of any other action which is outside the ordinary course of the Company's activities.

ARTICLE VII. CONTRIBUTIONS

1. The Members shall make an initial contribution as described for that Member on Exhibit A. The value of the Contribution shall be as set forth on Exhibit A. Unless another time is specified herein or on Exhibit A, the Contribution shall be made upon the filing of the Certificate of Organization with the Secretary of State.

ARTICLE VIII. DISTRIBUTIONS

1. No distribution shall be declared and paid if, after the distribution:

- a. the Company would not be able to pay its debts as they become due in the ordinary course of the Company's activities; or

b. the Company's total assets would be less than the sum of its total liabilities (excluding liabilities to Members on account of their capital accounts).

2. The effect of a distribution under this Article is measured:

a. in the case of a distribution by purchase, redemption or other acquisition of a transferable interest in the Company, as of the date money or other property is transferred or debt incurred by the Company; and

b. in all other cases, as of the date:

i. the distribution is authorized if the payment occurs within one hundred twenty days after that date; or

ii. the payment is made, if the payment occurs more than one hundred twenty days after the distribution is authorized.

ARTICLE IX. ALLOCATION OF PROFITS AND LOSSES

1. Except as otherwise provided herein, net profits and losses of the Company (including profits and losses attributable to the sale or other disposition of all or any portion of the Company's property) shall be allocated among or borne by the Members in proportion to the Percentage Interest of each Member. The Percentage Interest of each Member is listed in Exhibit A. An amended Exhibit A shall be prepared in the event there is any change in the Percentage Interests.

2. Company profits, losses and gains shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective Percentage Interests. All items of income and loss shall be considered to have been earned ratably over the fiscal year of the Company, except that gains and losses arising from the disposition of assets shall be taken into account as of the date thereof.

3. All Members shall be entitled to participate pro rata in all non-liquidating distributions based on the Member's Percentage Interest, except as otherwise provided herein.

4. Upon the transfer of an interest, income, capital gain and loss attributable to the transferred interest shall, for federal income tax purposes, be allocated to the owners of such interest on the basis of the income or loss for each month that such Member was the owner of such interest, determined on an interim closing of the books method. In making such allocation, the Members shall be entitled to rely on the books and records of the Company. The Members may revise, alter, or otherwise modify the method of allocation as they determine necessary to comply with the Internal Revenue Code and Regulations or rulings promulgated thereunder.

ARTICLE X. **ACCOUNTING**

1. The Company books shall be kept in accordance with reasonable accounting principles consistently applied.
2. The fiscal year of the Company shall end on December 31.
3. The terms "net profits" and "net losses," as used herein, shall mean the net amount of the Company's profits and losses, as determined for federal income tax purposes.
4. The Members shall designate one of their number as the tax matters partner of the Company pursuant to Section 6231(a)(7) of the Code. Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of Section 6223 of the Code. Any Member who is designated tax matter partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Members. Vikram Patel shall be the initial Tax Matters Partner and shall serve as such until the Members designate a new Tax Matters Partner by majority vote.

ARTICLE XI. **MEMBERS' CAPITAL ACCOUNTS AND ADDITIONAL CONTRIBUTIONS**

1. There shall be maintained a capital account for each Member in accordance with this Operating Agreement. The amount of each Member's contribution of cash, property and/or services to the capital of the Company shall be credited to such Member's capital account. From time to time, but not less often than annually, each Member's share of profits, losses and distributions shall be credited or charged, as the case may be, to such Member's capital account. The determination of a Member's capital account, and any adjustments thereto, shall be made in a manner consistent with tax accounting and other principles set forth in the Internal Revenue Code and applicable Regulations thereunder. No interest will be paid on any capital account. Loans to the Company by any member shall not be considered capital contributions.

2. If, at any time, the Company shall suffer a loss as a result of which the capital account of any Member shall be a negative amount, such loss, except as otherwise provided herein, shall be carried as a charge against that Member's capital account, and that Member's share of subsequent profits of the Company shall be applied to erase such capital account deficit.

3. Immediately following the transfer of any interest in the Company in accordance with the terms of this Operating Agreement, the capital account of the transferee-Member shall be equal to, or in the case of transfer to an existing Member, the capital account of the transferee Member shall be adjusted by, the capital account of the transferor-Member attributable to the transferred interest.

4. For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Member's capital account, the determination, recognition and classification of any such item shall, except as otherwise provided herein, be the same as its determination, recognition and classification for federal income tax purposes, taking into account

any adjustments required pursuant to the Internal Revenue Code and the applicable Regulations thereunder.

5. No Member shall be required to make any additional Capital Contributions except as set forth on Exhibit "A", unless a majority of the Members in Percentage Interest determine that a capital call is necessary or desirable. In the event of a capital call, the Members shall be afforded the opportunity (but not the obligation) to participate in such additional capital contributions on a pro rata basis in accordance with their Percentage Interests. In the event that less than all of the Members contribute their respective pro-rata share of the additional capital contributions, the other Members shall be allowed to contribute the additional amounts on a pro rata basis, which procedure will be repeated until the entire balance of the capital call has been committed. In the event all Members do not elect to contribute their pro rata share, the Percentage Interests of all Members shall be adjusted to appropriately and equitably reflect the value of the additional capital contributions. In the event that the entire balance of the capital call is not contributed by existing Members, the Company may solicit capital contributions from new members and admit new members on such terms and conditions as the Company may determine through the majority vote of existing Members.

ARTICLE XII. **TRANSFER OF MEMBER'S INTEREST**

1. Should a Member desire to sell, assign, encumber or exchange all or any part of his or her interest in the Company, such Member (hereinafter "Selling Member") who desires to transfer all or any part of his or her interest in the Company shall have the right to transfer to another the whole or any part of such interest only to the extent and upon strict compliance with the provisions and procedures set forth in this Operating Agreement. Any transfer or purported transfer in violation of this Operating Agreement shall be null and void.

2. If a Member desires to sell all or a portion of the Member's interest in the Company to a third party purchaser, the Member shall first obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The Selling Member shall give written notification to the Company and to the other Members, by certified mail or personal delivery, of the Member's intention to transfer the interest, furnishing to the Company and the other Members a copy of the aforesaid written offer to purchase such interest. Within thirty (30) days after receiving this notice, the Company may purchase, at its option, all or any portion of the Selling Member's interest on the same terms and conditions set forth in the bona fide offer. If the Company elects not to purchase all of the Selling Member's interest in the Company within such thirty (30) day period, then the other Members at that time may purchase, upon the same terms and conditions as stated in the bona fide written offer, any remaining interest offered for sale by giving written notification to the Selling Member, by certified mail or personal delivery, of their intention to do so within forty-five (45) days of receiving the notice from the Selling Member. If more than one Member shall desire to acquire the available interest and no agreement is reached regarding the portion of the available interest that each may acquire, the Members shall acquire the interest on a basis pro rata to the Percentage Interest of each Member desiring to purchase. If, after the lapse of forty-five (45) days from the date of the notice, neither the Company nor the other Members have agreed to acquire all of the interest

proposed to be transferred, then the Selling Member shall be free to sell or assign any remaining interest, on the same terms and conditions, to the third party, provided that the sale is consummated within sixty (60) days following the expiration of the forty-five (45) days from the date of notice. If the sale is not consummated within said sixty (60) days, the proposed sale or assignment shall again be subject to the provisions of this Section.

3. If any transfer is not approved in writing by the nontransferring Members, the transferee shall not be considered a Member of the Company and shall have no voting rights. Such a Transferee shall only be entitled to receive the economic benefits of ownership to the extent required by law and shall be considered an "Economic Interest Owner."

4. No assignment of any Member's interest in compliance with this ARTICLE XII, even if it results in the substitution of the assignee as a Member herein, shall release the assignor from those liabilities to the Company which survive such assignment.

5. Any assignment by a Member of all or any part of his or her interest in the Company shall be subject to the following:

a. The assignment instrument shall be in form and substance satisfactory to the Company. Among the reasons for which consent may be withheld by the Company is that it has determined, in its sole discretion, that such substitution may: (i) have an adverse effect on the legal or tax status of the Company under state or federal law or both; or (ii) have an adverse effect on the Members who are not participating in the transfer under state or federal law or both. The request for consent to sales or assignments shall contain a copy of all instruments and documents to be utilized in the transfer and shall be made by certified or registered mail, return receipt requested, sent to the Company at least fifteen (15) days prior to the proposed date of transfer. Any additional information requested, including any information relative to the assignee, shall be promptly furnished by the requesting assignor, and no decision need be reached until such information is furnished.

b. The assignee shall have submitted the assignee's written acceptance and adoption of all the terms and provisions of this Operating Agreement, including any and all amendments to this Operating Agreement approved by the requisite majority of Members to be made effective subsequent to the assignment.

c. The assignor shall have paid, or agreed in writing to pay, as the Company may determine, all reasonable expenses connected with such transfer, including, but not limited to, the cost of preparing and filing any amendment to this Operating Agreement necessary to effectuate the transfer.

d. The Company shall have received opinions of tax counsel reasonably acceptable to the Company that such transfer would not materially affect the classification of the Company as an S-electing corporation for federal and state income tax purposes, nor result in a termination of the Company for tax purposes.

6. No Member's interest in the Company has been registered under the Securities Act of 1933, as amended (the "Securities Act"). Notwithstanding any other provisions in this

Operating Agreement, no Member's interest may be offered for sale, sold, transferred or otherwise disposed of unless:

- a. such interest is registered under the Securities Act; or
- b. at the expense of the transferring Member, the Company receives a written opinion of counsel, satisfactory to the Company, to the effect that such transfer is exempt from registration under the Securities Act and is in compliance with all applicable federal securities laws and regulations; or
- c. the Company receives a "no-action" letter from the staff of the Securities and Exchange Commission ("SEC"), satisfactory to the Company, to the effect that the transfer is exempt from registration.

ARTICLE XIII. S CORPORATION STATUS

1. No Member shall transfer any membership interest or take or permit any action which might adversely affect the Company's classification for tax purposes as an S Corporation under the Internal Revenue Code and Regulations thereunder. Each Member shall do and perform all things reasonably necessary to preserve the status of the Company as such.

2. The Company shall not admit any Members who are not permitted shareholders of an S Corporation under the Internal Revenue Code and Regulations thereunder. Before any Membership interest is transferred or a new Member is admitted, such proposed Member shall furnish evidence satisfactory to the Company's legal counsel and tax advisors that the potential Member is qualified to be a shareholder of an S Corporation under the Internal Revenue Code and Regulations thereunder, which shall include but is not limited to, as applicable, a beneficiary of a trust proving that the trust is a qualified Subchapter S Trust, and that the beneficiary has consented to the election of the Company to operate under Subchapter S of the Internal Revenue Code.

3. The Company shall not admit more Members than is allowed for an S Corporation under the Internal Revenue Code and Regulations thereunder.

4. The Company shall not have or create more than one class of membership. All loans by Members to the Company shall meet the requirements of being classified as "straight debt" for purposes of the straight debt safe harbor under Subchapter S of the Internal Revenue Code and Regulations thereunder.

5. Revocation of the election shall only be made following approval by at least two-thirds of all Members of the Company by Percentage Interest. If the requisite approval is obtained, each Member agrees to execute or cause to be executed by the proper person the necessary documentation which will authorize revocation of the election.

6. Any Member who causes a revocation or transfer that terminates the Subchapter S election, which is not approved as provided in Section 5 above, shall be liable to the Company and to each and every Member for any and all damages, liabilities or costs resulting directly and

indirectly therefrom, including without limitation any additional federal or state tax liability incurred by the Company or any of its Members as a result of the improper revocation or termination and any attorney fees or other costs incurred in computing and collecting any such damages; provided however, no Member shall be liable for damages under this Section for making a transfer that terminates the election if the Shareholder acted in good faith reliance on a written legal opinion that termination of the Subchapter S election would not be caused by the transfer and otherwise complied with all the requirements of this Operating Agreement. The additional federal and state tax liability caused by the improper revocation or termination shall be computed by the accountant that regularly prepares the Company's tax returns and his determination of such liability shall, except as otherwise provided in this Section, be conclusive and binding on all parties hereto for all purposes. In making such computations, the accountant shall determine the present value of the difference between the projected estimated federal and state income taxes of the Company and Members for the five taxable years following the revocation or termination and the estimated federal and state income taxes the Company and Shareholders would have to pay during the five year period had the Subchapter S election remained in effect. For this purpose, the accountant shall base his projections on the following assumptions:

- a. That each Member will be taxed at the maximum marginal rate applicable to that Member for the taxable year preceding the taxable year in which the termination or revocation is effective;
- b. That the Company distributes all of its net income for each year; and
- c. That if the Company has projected net losses or deductions that the net deductions for the five year computational period will not exceed the sum of the Member's tax basis at the time of revocation or termination plus any contributions to capital made by the Member between the revocation or termination date and the accountant's determination of the damages.

Provided, however, that if a waiver of the termination is granted pursuant to Section 1362(f) of the Internal Revenue Code, then the total tax adjustments including interest and any applicable penalties required by the Internal Revenue Service as a prerequisite for granting the waiver plus any attorney fees and other costs and expenses incurred by the Company and other Members in obtaining the waiver shall be paid as damages by the Member who caused the improper revocation or termination. The Members agree to take appropriate action to cause the Company to again qualify as a "small business corporation" pursuant to Section 1362(b) of the Internal Revenue Code and to cause the Company to file a timely request for a waiver of the termination pursuant to Section 1362(f) if the Member whose action caused the improper termination satisfies the following conditions:

- a. He agrees to cooperate fully with the other Members in seeking to obtain requalification, including, without limitation, instituting or joining in an action to rescind any transfer that caused the termination;

b. He provides an indemnity bond or other security satisfactory to the Company and remaining Members covering all of the anticipated costs and expenses involved in requalifying as a "small business corporation" and obtaining the waiver; and

c. He obtains a written legal opinion that the Company once again qualifies as a "small business corporation" and that there is a reasonable basis for believing that the Internal Revenue Service will grant the waiver.

7. All transferees and new members agree to be bound by this Operating Agreements and the provisions herein by virtue of becoming a transferee or new member without the requirement of any additional documentation thereof.

ARTICLE XIV. **REDEMPTION UPON DEATH OR INCOMPETENCY**

1. In the event that a Member dies, the Company may redeem, at its option, the deceased Member's Percentage Interest in the Company for an amount equal to the fair market value of the interest on the Member's date of death (the "Purchase Price"). The fair market value of the deceased Member's Percentage Interest in the Company shall be as agreed in good faith by the Company and the legal representative(s) of the deceased Member's estate (hereinafter the "Legal Representative"); provided that, if no such agreement has been reached within ninety (90) days of the date of death, then the fair market value shall be determined by an independent and duly qualified appraiser mutually agreeable to Company and the Legal Representative, each of which shall bear equally the cost of such appraisal. In the event the Company and the Legal Representative are not able to agree on an appraiser, then the Company and the Legal Representative shall each select one independent appraiser and those appraisers shall select a third appraiser. The decision of the third appraiser shall be binding on all parties. In the event that a Member becomes incompetent as determined by a licensed physician, the incompetent Member's Percentage Interest in the Company shall be purchased and sold pursuant to the procedures set forth herein with the valuation date to be the date of determination of incompetency.

2. Closing shall occur within sixty (60) days of the date on which the fair market value is determined by agreement of the parties or by an independent appraiser as set forth above ("Closing"), unless the parties mutually agree in writing to extend the period for closing.

3. It is understood and agreed between the parties that the Purchase Price under this Article shall be paid as follows:

a. Twenty-five percent (25%) of the Purchase Price shall be paid in cash at the Closing;

b. The balance of the Purchase Price shall be paid in ten (10) equal semi-annual installments of principal together with interest on the unpaid principal balance at a rate equal to two percent (2%) above the "prime rate of interest" as reported in the Wall Street Journal on the day of Closing, and adjusted on each payment date thereafter. The first payment shall be due on the first day of the seventh month after Closing and

successive payments shall be due semi-annually thereafter, with the final payment to include all remaining unpaid principal and all unpaid accrued interest;

c. The balance of the Purchase Price shall be evidenced by a promissory note or notes, each of which shall bear interest at the rate stated above; shall provide that the maker may prepay all or any part thereof without penalty at any time with interest to date of prepayment, but any partial prepayment shall be applied against the installments of such Note in the inverse order of maturity without any reduction in the amount of such installments; and shall further provide that in the event of a default in the payment of any installment which shall continue for ten (10) days after the due date thereof, the remaining unpaid principal balance and accrued interest shall, at the option of the holder thereof, become due and payable immediately. As security for payment of such notes, the Company shall pledge to the Legal Representative the interest of the Company purchased pursuant to the terms hereof ("Collateral"). The Company shall execute and deliver to the Legal Representative such documents as necessary to grant the Legal Representative a perfected security interest in the Collateral. The Personal Representative shall retain the Collateral as security for the payment of such notes and upon complete payment and satisfaction of such notes shall return the Collateral to the Company.

d. During the term of this pledge, so long as Company is not in default of such notes, the pledged Percentage Interest shall not have voting rights and shall not participate in distributions to Members.

e. In the event, during the term of this pledge, any share, dividend, reclassification, readjustment, or other change is declared or made in the capital structure of the Company, all new, substitute, and additional interests issued by reason of such change shall be held by Legal Representative under the terms of this Agreement in the same manner as the interests originally pledged hereunder.

f. In the event of any default in payment not cured within ten (10) days after written notice to the Company, the Legal Representative, or his or her assigns, shall have all the rights and remedies provided in the Nebraska Uniform Commercial Code.

g. In the event the Member's interest was held in a trust or transferred to a trust or an ineligible shareholder upon the death of the Member then the Company and the Legal Representative agree to take all actions necessary within the period prescribed under Subchapter S of the Internal Revenue Code and Regulations thereunder in order to preserve the Company's S-election, including but not limited to transferring the Member's entire interest to beneficiaries who are qualified to be shareholders of an S-corporation the number of which shall not cause the Company to exceed the maximum number of shareholders permitted for an S Corporation.

ARTICLE XV. DISSOLUTION AND TERMINATION

1. Upon the occurrence of the following events, the Company shall be dissolved:

a. the consent of Members owning, in the aggregate, at least 75% of the Percentage Interest of the Company;

b. at such time that more than 75% of the Percentage Interest of the Company is owned by Economic Interest Owners (i.e. Transferees who have not been approved by the other Members and thus, have no voting rights); or

c. the judicial dissolution of the Company.

2. Upon the death or incompetency of a Member who is a natural person, the Member's personal representative, executor or administrator shall have all of the rights of a Member for the purpose of managing or settling his or her estate, as well as such power as the decedent or incompetent possessed to designate an assignee of his or her interest in the Company and to join with such assignee in following the procedures contained in this Operating Agreement so that the assignee may become a Member.

3. In the event of the dissolution of the Company, the business and affairs of the Company shall continue to be governed by this Operating Agreement during the winding up of the Company's business and affairs.

ARTICLE XVI. LIQUIDATION

1. Upon the dissolution and/or termination of the Company, the Members shall proceed with the liquidation of the Company and sale of its assets. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. to discharge the Company's debts, obligations, or other liabilities to creditors, including members that are creditors, and to payment of expenses of liquidation;

b. to the setting up of any reserves which the Members may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company. Said reserves shall be paid over by the Members to any financial institution, as escrow agent, with trust authority in the county in which the principal accounting records of the Company have been maintained in order to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies or liabilities; and at the expiration of such period as the Members shall deem advisable, the financial institution shall distribute the balance remaining in the manner provided in this Article and in the order named above; and

c. to discharge the balance of the Members' capital accounts; and

d. the payment of the balance, if any, pro rata among the Members based upon their Percentage Interests.

2. When all of the acts provided for in this Article have been accomplished, the Company shall file a Statement of Dissolution and any other certificate required or permitted in the State of Nebraska and in any other state.

ARTICLE XVII. **AMENDMENT OF THE AGREEMENT**

1. All amendments to this Agreement shall require the approval of the Members holding a 75% majority of the Percentage Interest in the Company entitled to vote, except that any amendment to a provision of this Operating Agreement that, before amendment, provides for a greater percentage to take the action specified therein, shall require such greater percentage to approve an amendment thereto.

ARTICLE XVIII. **MISCELLANEOUS**

1. Any and all notices or other communications which may be sent to any Member shall be sent to the address noted in Exhibit A, unless the Company is notified in writing with regard to a change of address. Except as otherwise provided herein, notices or other communications shall be deemed to have been given when sent by first class mail and deposited with the United States Postal Service addressed as set forth above. Attendance at any meeting in person or by proxy, or participation in any action by the Company, except for the appearance to object to the meeting on the basis of inappropriate notice, shall constitute a waiver of any required notice.

2. This Operating Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

3. This Operating Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement, by each of the parties hereto on the dates indicated in the acknowledgment of said parties, notwithstanding that all of the parties are signatories to the same counterpart or that signature pages from different counterparts are combined. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

4. Words of gender used in this Operating Agreement shall be interpreted to include the other gender, and words in the singular number shall be interpreted to include the plural (and vice-versa), when the sense so requires. The captions to each Article are inserted only as a matter of convenience and for reference purposes and in no way define, limit or describe the scope or intent of this Operating Agreement or in any way affect it.

5. This Operating Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Operating Agreement which are not described herein.

6. This Operating Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Operating Agreement or its application to any person or circumstance shall, for any reason and to any extent, be found to be invalid or unenforceable, the remainder of this Operating Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

7. The word "person", as used in this Operating Agreement, shall include a corporation, firm, partnership, trust, limited liability company or other form of association.

8. This Operating Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of all Members and their respective legal representatives, heirs, permitted successors and permitted assigns.

IN WITNESS WHEREOF, the Members have entered into this Operating Agreement to be effective as of the date first written above.

SIGNATURE PAGE TO FOLLOW

MEMBERS:

Shivani Patel

Shivani Patel

Saumil Patel

Saumil Patel

EXHIBIT A
MEMBERS' NAMES, INITIAL CAPITAL CONTRIBUTION AND
PROFIT INTERESTS

<u>Name and Address</u>	<u>Contribution</u>	<u>Value</u>	<u>Percentage Interest</u>
Saumil Patel 6015 South 191st Terrace Omaha, NE 68135	\$600.00	\$600.00	60.0%
Shivani Patel 6015 South 191st Terrace Omaha, NE 68135	\$400.00	\$400.00	40.0%
TOTAL		\$1,000.00	100.0%

01145270.DOC

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number:

RECEIVED

APR 18 REC'D

NEBRASKA LIQUOR
CONTROL COMMISSION

MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant**:

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: **Shiven, LLC**

PREMISES INFORMATION

Premises Trade Name/DBA: **JD's Liquor Locker**

Premises Street Address: **8052 S. 84th Street**

City: **La Vista**

County: **Sarpy**

Zip Code: **68128-3303**

Premises Phone Number: **402-339-1634**

Premises Email address: **spatel_india@hotmail.com**

Shivani Patel

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

MANAGER INFORMATION

Last Name: Patel First Name: Saumil MI: J
Home Address: 6015 S. 191st Terrace
City: Omaha County: Douglas Zip Code: 68128 - 4195
Home Phone Number: 402-690-5016
Driver's License Number: [REDACTED]
Social Security Number: [REDACTED]
Date of Birth: [REDACTED] Place of Birth: [REDACTED]
Email address: ssaumil24@yahoo.com

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

YES NO

Spouse's Information

Spouse's Last Name: Patel First Name: Shivani MI: S.
Social Security Number: [REDACTED]
Driver's License Number: [REDACTED]
Date of Birth: [REDACTED] Place of Birth: [REDACTED]

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2013	Present	Omaha, NE	2013	Present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	Present Ralston Management Group	N/A (Saumil is supervisor)	402-690-5016
2015	Present JSV, LLC	N/A (Saumil is supervisor)	402-334-1634

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES NO

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

Food Mart, License #113942; 8204 Harrison St., Ralson, NE 68128

3. JSV, LLC, License # 122466, 8052 S. 84th Street, La Vista, NE
Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Saumil J. Patel	03-2018	Nebraska Alcohol Server/Seller Certification

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Saumil J. Patel/Supervisor	8/10/2015	Food Mart (Ralston Management Group LLC); 8204 Harrison St., Ralston, NE 68128
Saumil J. Patel/Manager	4/18/2018	JD's Liquor Locker (JSV, LLC); 8052 S. 84th Street, La Vista, NE 68128

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

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

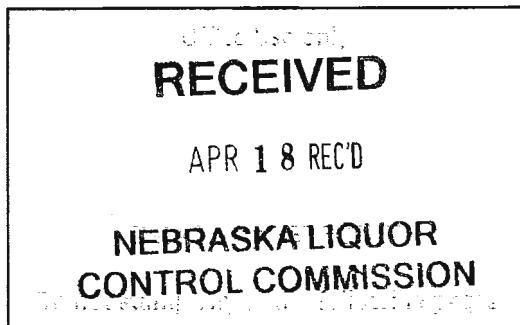
Must be signed by applicant and spouse.

Saumil J Patel
Signature of APPLICANT
SAUMIL J PATEL
Printed Name of APPLICANT

Shivani Patel
Signature of SPOUSE
Shivani Patel
Printed Name of SPOUSE

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name ID's cigar locker

Name of Person Being Fingerprinted: Saumit Patel

Date fingerprints were taken: 3/12/24

Location where fingerprints were taken: NSP - Omaha

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP C

My fingerprints are already on file.

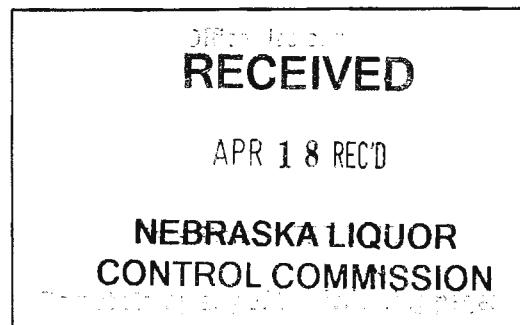
application less than 2 years ago? YES

Franklin T. Saltz

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name J.D.'s Liquor Locker

Name of Person Being Fingerprinted: Shiven Patel

Date of Birth: XXXXXXXXXX Last 4 SSN: XXXXXXXXXX

Date fingerprints were taken: 3/12/2024

Location where fingerprints were taken: NSP - On: ha

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

NSF PAYMENT CASH CHECK SENT TO NSP CK # _____
My fingerprints are already on file with the commission – fingerprints completed for a previous
application less than 2 years ago? YES

Shivam, Ball

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

BUSINESS PLAN
SHIVEN, LLC

The business plan for Shiven, LLC is to purchase the assets of an existing retail liquor store from JSV, LLC d/b/a JD's Liquor Locker. The store is located at 8052 S. 84th Street, La Vista, Nebraska. JSV, LLC will continue to operate the store under the trade name of JD's Liquor Locker and will retain the personnel of the business. JSV, LLC is owned by one of the owners of Shiven, LLC, so the transition is expected to be smooth. Closing date is May 1, 2024.

LEASE ASSIGNMENT

This Lease Assignment is made as of the 28th day of March, 2024, by and between JSV, LLC, a Nebraska limited liability company (the "Assignor") and Shiven, LLC, a Nebraska limited liability company (the "Assignee"):

- 1) Assignor entered into a lease agreement dated on or February 28, 2018, by and between Assignor and F&J Realty ("Landlord"), and subsequently amended by a First Amendment to Lease dated October 10, 2019 (as amended, the "Lease Agreement"). Pursuant to the Lease Agreement, Assignor leased the premises consisting of approximately 1,600 square feet in the Brentwood Square Shopping Center in La Vista, Nebraska, more particularly described therein (the "Leased Premises"), at the rent provided in the Lease Agreement and subject to the covenants, conditions and stipulations contained in the Lease Agreement.
- 2) Assignor desires to assign, and the Assignee desires to assume the rights, duties, and liabilities of the Tenant thereunder.
- 3) Assignor assigns its right, title and interest in the Leased Premises to Assignee effective on the earlier of a) the issuance of a Temporary Operating Permit by the Nebraska Liquor Commission to Assignee or b) the issuance of a liquor license by the Nebraska Liquor Commission to Assignee, for the balance of the Term as set forth in the Lease Agreement.
- 4) Assignee shall assume all rights and duties required of Assignor under the Lease Agreement including all payments required thereby and shall comply with all terms and conditions of the Lease Agreement. Assignee shall make all future rental payments directly to Landlord pursuant to the terms and conditions of the original Lease Agreement.
- 5) Landlord does hereby consent to the assignment and transfer of the Lease Agreement, including all terms and conditions thereof, to Assignee. Guarantor hereby also consents to the assignment and acknowledges he remains liable as Guarantor under the Lease Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Lease Assignment the day and year first above mentioned.

ASSIGNOR:

JSV, LLC

By: Saumil J Patel
Saumil Patel, Sole Member

ASSIGNEE:

SHIVEN, LLC

By: Saumil J Patel
Saumil Patel, Member

GUARANTOR:

Saumil J Patel
Saumil Patel

LANDLORD:

P&J REALTY BRENTWOOD SQUARE PLAZA, LLC

John F. Koen

By: Manager

BRENTWOOD SQUARE SHOPPING CENTER LEASE

THIS LEASE, made this 28th day of February 2018, by and between F & J REALTY, hereinafter referred to as "Landlord", and JSV LLC, hereinafter referred to as "Tenant".

WITNESSETH:

1. PURPOSE: Landlord hereby demises and leases to Tenant that certain space in Landlord's building located at Brentwood Square Shopping Center, and having the address of 8052 South 84th Street, LaVista, Nebraska 68128, which space is described as follows: an area consisting of approximately 1,600 square feet, and said space so leased shall be used as a tobacco and liquor store and for no other use or purpose whatsoever without the express written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
2. COMMENCEMENT: The term of this lease shall be for a period of three (3) years and zero (0) months beginning May 1, 2018.
3. RENTS: Tenant shall pay to Landlord as rent for said leased premises during the initial Lease Term the total sum of Fifty Thousand Four Hundred and 00/100-- Dollars (\$50,400.00) per the rent schedule below. Tenant shall pay rent and assessments on the first day of each and every month of said term, in advance, at the office of the Landlord or its duly appointed agent.

RENT SCHEDULE:

From	<u>May 1, 2018</u>	to	<u>April 30, 2019</u>	\$	<u>1,000.00</u>	per month.
From	<u>May 1, 2019</u>	to	<u>April 30, 2021</u>	\$	<u>1,200.00</u>	per month.
From		to		\$		per month
From		to		\$		per month.
From		to		\$		per month.

Rent representing _____, 20____ (\$_____) is hereby acknowledged
upon the execution of this Lease.

4. **COMMON AREA MAINTENANCE CHARGES:** Tenant shall pay Landlord additional annual rental equal to the sum of the amounts:

(i) by which taxes, assessments, and governmental charges whether Federal, State, County or Municipal, which are levied on or charged against the real estate of which the leased premises are part and any other taxes and assessments attributable to said real estate or its operation by multiplying the following percentage (2.443% for taxes/1.736% for CAM), representing the relationship of the net rentable square feet of floor area occupied by the Tenant as it relates to the total net rentable square feet on the site of which the leased premises form a part, however, Tenant shall be responsible for all such taxes per square foot of space; and shall pay its prorated amount in monthly installments, along with monthly rent.

(ii) by which the Insurance Premiums attributable to the real estate of which the leased premises form a part by multiplying the percentage specified in subparagraph (i) hereof for insurance of multi-peril all risk policy covering the buildings and liability in the manner consistent with the shopping center.

(iii) common area operating and maintenance costs, which costs include all costs of maintenance, repairs and replacements to common areas, including but not limited to line painting, cleaning of center, roads, lighting, snow removal, management, liability insurance, depreciation of machinery and equipment used in such maintenance depreciation based on useful life using a straight line basis, repair and replacement and the cost of personnel in implementing such services (excluding structural maintenance, repair or replacement to buildings).

All such costs shall be multiplied by the fraction or percentage specified in subparagraph (i) hereof and paid by Tenant with monthly base rent payments.

Tenant's share of such costs in excess of the amount hereinafter provided shall be determined on an annual basis for each calendar twelve (12) month period ending on December 31, prorating fractional years. Based upon and establishing costs for common areas, Tenant shall pay \$ 456.00 per month on the first day of each month in advance with rent and at the end of each year an analysis of the total year's common area operating costs shall be presented to Tenant and Tenant shall pay any excess charge to the Landlord within thirty (30) days of receiving said statement.

5. DESTRUCTION: If said building or the leased premises shall be damaged or destroyed in whole or in part by fire, the elements or other casualty so as to render the building or leased premises unfit for occupancy, and if in Landlord's or Tenant's judgment, they cannot be repaired within one hundred eighty (180) days from the happening of said injury, this lease shall terminate, at Landlord's or Tenant's election, effective as of the date of such damage. If Landlord elects to repair the leased premises, such repairs shall be completed within ~~ninety (90) one hundred eighty (180)~~ days from the happening of such injury, delays due to force majeure, strikes, material shortages, and other factors outside Landlord's control excepted. Landlord's failure to repair the leased premises within such time period shall cause this lease to terminate at the expiration thereof without any further liability whatsoever on the part of either party. Upon termination hereunder, Tenant shall immediately surrender the possession of the leased premises and all rights therein to Landlord, the Landlord shall have the right immediately to enter into and take possession of said leased premises and shall not be liable for any loss, damage or injury to the property or person of Tenant or any occupant of, in or upon said leased premises. Rental and all other amounts payable hereunder shall abate during such period as the leased premises remain wholly unoccupied due to such event.

6. Tenant agrees that no representations as to the condition of said leased premises have been made by Landlord to Tenant either directly or indirectly prior to or at the execution of this lease that are not herein expressed and Tenant accepts space in "as is" condition.

7. LANDLORD REPAIRS: Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the leased premises.

8. TENANT REPAIRS: During the continuance of this lease Tenant shall keep the leased premises and appurtenances in good order and repair and shall keep the said premises and appurtenances in a wholesome condition without charge or expense to Landlord. Tenant shall make all repairs and replacements necessary to carry out the foregoing including, but not by way of limitation, those to and of all interior doors, interior door frames, windows, plate glass, and the heating, air conditioning, plumbing, and electrical system exclusively servicing said bay.

Tenant shall pay for all damages to the building as well as damages to the tenants or occupants thereof caused by any waste, misuse or neglect of said leased premises, its apparatus or appurtenances and shall not make or allow to be made any structural change, alteration or addition, in, upon or to said premises without the written consent of Landlord for that purpose first had and obtained. At the expiration of the time mentioned in this lease, or at an earlier termination thereof by forfeiture or otherwise, Tenant shall yield up said leased premises together with all its apparatus and appurtenances to Landlord in the same condition as when leased, reasonable wear and tear and damage beyond the control of Tenant excepted, and will surrender all original and duplicate keys of the several doors and such other things as pertain to said leased premises.

Landlord hereby waives all claims to the cabinetry, appliances and moveable equipment installed by Tenant on the leased premises or adjacent grounds. Landlord agrees that said personal property shall remain property of Tenant and may be removed by Tenant upon the expiration of its tenancy; provided however, that Tenant restore said premises to its original condition to the extent practicable.

9. CLEANING: The Tenant shall not perform any acts or carry on any practice which may injure the leased premises or building of which the leased premises are a part, or be a nuisance or menace to other tenants in said building and shall keep the premises under its control (including adjoining drives, streets, alleys or yards) clean and free from rubbish and dirt, at all times, and it is further

agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the sidewalks cleaned, in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said reasonable charges shall be paid to the Landlord by the Tenant as soon as a bill is presented to Tenant and the Landlord shall have the same remedy as is provided in paragraph 16 of this lease in the event of Tenant's failure to pay.

10. **COMPLIANCE WITH LAWS:** The Tenant shall at its own expense promptly comply with all laws, orders, regulations or ordinances of all Municipal, County and State authorities affecting the leased premises and the cleanliness, safety, occupation and use of same, except those relating to the structural portions of the leased premises which shall be Landlord's responsibility unless resulting from the particular use of the leased premises by Tenant.

11. **REMEDY:** If the Tenant shall default in any payment, expenditure or covenant other than rent required to be paid, expended or performed by the Tenant under the terms hereof, which shall continue for thirty (30) days after written notice thereof is provided to Tenant, the Landlord may at its option, make such payment or expenditure or perform such covenant, in which event the amount or cost thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with a charge of five percent (5%) of the amount thereof for Landlord's administrative expenses in connection therewith.

12. **EASEMENTS:** Tenant hereby grants to Landlord such licenses or easements in or over the leased premises or any portion or portions thereof as shall be reasonably required for the installation or maintenance of mains, conduits, pipes, or other facilities to serve the building of which the leased premises are a part, or any part thereof, including but not by way of limitation, the premises of any other Tenant thereof, provided, however, that Landlord shall pay for any alteration required on the leased premises as a result of any such exercise, occupancy under, or enjoyment of, any such license or easement, and provided further that no exercise, occupancy under, or enjoyment of any such license or easement shall result in any unreasonable interference with Tenant's use, occupancy, or enjoyment of the leased premises as contemplated by this lease.

13. **ROOF ACCESS:** The Landlord reserves the right of free access at all times to the roof of the leased premises. The Tenant shall not use the roof for any purpose without the consent in writing of the Landlord.

14. **SUBLET:** Tenant shall not sublet said leased premises or any part thereof, nor allow the same to be used or occupied by any other person or for any other use than that herein specified, nor assign this lease or any interest therein, without the written consent of the Landlord, which written consent the Landlord agrees will not be unreasonably withheld, and shall not suffer or permit any assignment or transfer by operation of law or otherwise, of the estate, or interest of Tenant in said leased premises acquired in, by or through this lease. Any written consent which Landlord may give to any assignment of Tenant's lease or to any sublease or co-tenancy of the leased premises shall be bound by the terms hereof, and be restricted to the particular assignment or sublease or co-tenancy, and the agreement herein not to assign or sublet remain in effect against the Tenant and Tenant's assigns and Subleases it shall not be deemed unreasonable for Landlord to withhold consent to any new use or Tenant on the basis of existence of a competing use by a then current or prospective tenant of the shopping center, exclusive of non-compete clauses in existing leases.

15. **LANDLORD'S OPTION:** The Tenant agrees that if the estate hereby created shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

16. **CURE FOR DEFAULTS:** If Tenant shall default in the payment of rent reserved, or move out of, abandon or vacate the leased premises, then if Tenant shall not have cured such defaults within **thirty (30) fifteen (15)** days after receiving written notice thereof, Landlord may either:

(i) terminate this lease, and with or without process of law, expel and remove Tenant, or any other person or persons in occupancy from the leased premises, together with their goods and

chattels, using such force as may be necessary in the judgment of Landlord or its agents in so doing, and repossess the leased premises, provided that in the event of termination pursuant hereto Landlord shall, nevertheless, be entitled to damages provided by law, just as if Tenant repudiated this lease, or

(ii) terminate Tenant's right to possession only, without terminating this lease, and with process of law, expel, and remove Tenant, or any other person or persons in occupancy from the leased premises together with their goods and chattels, using such force as may be necessary in the judgment of Landlord or its agents in so doing, and repossess the leased premises without such entry and possession terminating this lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full term hereof. Upon and after entry into possession without termination of this lease, Landlord shall use its best efforts to relet the leased premises or any part thereof for the account of the Tenant, to any person, firm, or corporation, for such rent, for such term (including a term beyond the term hereof, but the part of such term which is beyond the term hereof shall not be chargeable to Tenant's account), and upon such terms and conditions as Landlord, in Landlord's sole discretion, shall determine, and Landlord shall apply all rents received upon such a reletting as follows:

(a) first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of said leased premises (including reasonable legal expense and attorneys' fees), and in putting the same into good order or condition (reasonable wear and tear accepted), or preparing, or altering the same for rental and reletting, and all other reasonable expense, commissions and charges paid, assumed, or incurred by Landlord in or about reletting the leased premises, Tenant shall not be liable for alterations or improvements to the premises made in reletting the premises; and

(b) then to the fulfillment of the covenants of Tenant hereunder, if the consideration collected by Landlord upon any such reletting is not sufficient to pay in full the amount of rent reserved in this lease together with the items and expenses enumerated in subparagraphs (i) and (ii) above, then Tenant shall pay to the Landlord the amount of each monthly deficiency upon demand.

The foregoing remedies shall not be deemed mutually exclusive nor are the foregoing intended to be exclusive of any other remedies available at law or in equity to Landlord, all such rights and remedies being cumulative. In the event any payment of rent is paid after ten (10) days from the date on which said rent is due, Tenant shall pay an administrative charge of five percent (5%) of the amount of the late payment of the next rent due date.

17. LIEN: Landlord shall have a lien on all of the property, fixtures and furniture of Tenant situated on the leased premises during the term of this lease as security for the payment of the rent reserved and the performance of the agreements of this lease by Tenant, which lien Landlord may enforce by distress or attachment, and Tenant hereby waives all exemptions. If the rent reserved herein shall at any time be in arrears or Tenant shall breach any of the agreements of this lease, Landlord shall thereupon be entitled to the immediate possession of all of the property, fixtures and furniture of Tenant situated on the leased premises and may enter said premises and take possession thereof. If at the end of thirty (30) days Tenant shall not have fulfilled its obligations hereunder then Landlord, at its option, may sell the same at a public or private sale, and if such property is sold Landlord shall apply the proceeds, first, to the cost and expenses of such sale, second, to the satisfaction of any sums owing to it from Tenant for nonpayment of rent and expense of such sale, third, to the satisfaction of any sums owing to it from Tenant for nonpayment of rent accrued or to accrue under the terms hereof or breaches of other obligations of the lease, and the balance, if any, it shall pay over to Tenant. Any property, furniture or fixtures belonging to Tenant, which Landlord may store, shall be at Tenant's sole risk and Landlord shall not be held responsible for any breakage or damage occasioned by such storing. If this lease is terminated at the election of Landlord, as aforesaid, or in any other way, Tenant shall, without demand, surrender and deliver up said leased premises and property peaceably to Landlord immediately upon such termination, and if Tenant shall remain in possession of the leased premises, or any part thereof, one day after the termination of this lease in any of the ways above named, Tenant shall be deemed guilty of forcible detainer of the leased premises under the statutes of the State of Nebraska and shall be subject to all the conditions and provisions above named and to eviction and removal forcibly or otherwise with or without process of law as above stated. After the commencement of a suit, or after final judgment, for possession of said premises, Landlord may receive and collect any rent due from Tenant, and the payment of said

rent shall not waive or affect said suit or said judgement. All rights of Landlord in the event of default herein enumerated shall be in addition to and without prejudice to any remedy or remedies, which Landlord may have at law or in equity for nonpayment of rent or for breaches of the covenants and agreements hereof.

18. **HOLD HARMLESS:** Landlord shall not be liable for any damage to Tenant's property occasioned by failure to keep the leased premises in repair, other than as results from its own negligent acts or omissions, and shall not be liable for any damage done or occasioned by or from electric current, plumbing, gas, water, steam or sewage, or the bursting, leaking, running or failure of operation of any radiator, tank, water closet, wash stand, waste pipe, air-conditioning or any other apparatus in, above, upon or about said building or leased premises, nor for damage occasioned by water, snow, or ice being upon any sidewalk or entrance way, or being upon or coming through the roof, skylight, trap door or any other opening in said building or premises, nor for any damage arising from the action or negligence of Tenant, co-tenants or other occupants of the said building or of any owners or occupants of adjacent or contiguous property. Tenant hereby releases, discharges and agrees to indemnify, protect and save harmless Landlord of and from any and all claims, demands and liability for any loss, damage, injury or other casualty to Tenant's person or property arising from the foregoing and hereby, in advance of loss, waives any right to subrogation arising by reason of such loss. To the extent obtainable, Tenant shall be required to obtain in Tenant's insurance coverage a waiver of subrogation clause as to any rights against Landlord and other tenants in the shopping center upon an insured loss to Tenant's property. Tenant and Landlord hereby release, discharge and agree to indemnify, protect and save harmless each other of and from any and all claims, demands and liability for any loss, damage, injury or other casualty to property, whether it be that of either of the parties hereto or of third persons, whether they be third persons, or employees caused by, growing out of or happening in connection with use or occupancy of the leased premises or Shopping Center or use of any equipment, facilities or property in, on or adjacent to aforesaid building. Tenant agrees to indemnify, defend and save harmless Landlord from any claim or loss by reason of any accident or damage to any person or property happening in the Premises except for those claims and losses due to the negligence of Landlord, and for any accident or damage on any common area caused by Tenant's negligence. Likewise, Landlord agrees to indemnify, defend and save harmless Tenant from any claim or loss by reason of an accident or damage to any person or property happening on any common area (including without limitation, parking area, sidewalks, ramps and service areas) of the Shopping Center except for those claims and losses due to the negligence of Tenant, and for any accident or damage in the Premises caused by Landlord's negligence.

19. **INSURANCE REQUIREMENTS:** Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever, excluding causes created by Landlord's own act or omissions or that of its contractors, employees or agents and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance naming Landlord as Additional Insured for the benefit of the Landlord of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for damages resulting to one person, Five Hundred Thousand Dollars (\$500,000.00) for damages resulting from one casualty, and Fifty Thousand Dollars (\$50,000.00) property damage resulting from any one occurrence. Tenant shall deliver said policies or a certificate of insurance to the Landlord with an endorsement providing that the policy cannot be canceled or the coverage lapsed except after thirty (30) days notice to Landlord, and upon Tenant's failure so to do the Landlord may at its option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

20. All of the remedies herein are cumulative and given without impairing any other rights or remedies of Landlord, and Tenant shall pay and discharge all costs and expenses and reasonable attorney fees that shall arise from the enforcing of the covenants of this lease by Landlord.

21. The fact that Landlord does not exercise its rights hereunder in the event of breach of one or more covenants herein by Tenant shall not be deemed a waiver of such rights as to that or any subsequent breaches of the same or any other covenants herein by Tenant.

22. **EMINENT DOMAIN:** In the event that the whole of the building of which the leased premises form a part or the whole of the leased premises shall be taken by the exercise of the power of

eminent domain, then in such case, this lease shall terminate as of the date of the taking of possession by or the vesting of title in the condemning authority. Tenant may elect to terminate if 25% or more of the shopping center is taken.

If less than the whole, but more than twenty percent (20%) of the leased premises are taken under the power of eminent domain, Landlord and Tenant shall each have the right to terminate this lease by giving written notice to the other within thirty (30) days after being notified of such taking and in such event, such termination shall be effective upon the day possession of such premises shall be required for public use. In the event (i) neither party hereto shall elect to terminate this lease; or (ii) less than twenty percent (20%) of the leased premises are so taken, Landlord shall, at its own cost and expense, make all necessary repairs and alterations to the basic building, storefront and interior work in order to constitute the remaining premises a complete architectural unit. In the event, pursuant to the terms of this paragraph 22, this lease is not terminated, all of the terms herein provided shall continue in effect, except that the rent shall be reduced in proportion to the amount of the leased premises taken. Any award made for any taking under the power of eminent domain shall belong solely to Landlord with the exception of any portion of the award made specifically for tangible personal property of Tenant. Landlord may, in its sole discretion, effect a sale of the whole or any portion of the leased premises in lieu of condemnation, in which case the sale shall be construed as a taking under the power of eminent domain and the proceeds of sale as an award.

23. SUBORDINATION: This lease shall, at the option of Landlord, be subject and subordinate to any mortgages or deeds of trust now or record affecting the leased premises or hereafter placed on the leased premises by Landlord. Landlord may exercise the aforesaid option to subordinate this lease by notifying Tenant thereof at any time in writing. In the event Landlord exercises its option to subordinate this lease to any deed of trust or mortgage pursuant hereto, Tenant shall, at the option of the holder of said deed of trust or mortgage or of any purchaser at any foreclosure sale thereunder, attorn to said holder of any such deed of trust or mortgage or to any purchaser at any foreclosure sale thereunder.

24. NOTICES: Any notice, demand, request, consent, approval, or other communication which either party hereto is required or desires to give or make or communicate upon or to the other shall be in writing and shall be given or made or communicated by United States registered or certified mail, addressed in the case of Landlord to:

F & J Realty - Brentwood Square Shopping Center
c/o First Management, Inc.,
Suite 550-The Center
1941 South 42nd Street
Omaha, Nebraska 68105-2982

and addressed in the case of Tenant to:

JSV LLC
7842 North 151st Street
Bennington, Nebraska 68007
Vikram1880@yahoo.com

subject to the right of either party to designate a different address by notice similarly given. Any notice, demand, request, consent, approval, or other communication so sent shall be deemed to have been given, made or communicated, as the case may be on the date the same was deposited in the United States mail as certified matter with postage thereon fully prepaid.

25. All payments to be made to the Landlord shall be made to the address indicated in paragraph 24 hereof.

26. The term "Landlord" as used in this Lease, as relates to Landlord's covenants and obligations, shall be limited to mean and include only the owners (at the relevant time) of the fee simple title to the leased premises and/or underlying realty. It shall be a condition of any transfer of Landlord's interest in this lease that the transferee agrees to be bound by and perform all obligations of the Landlord hereunder, in the absence of which no purported transfer shall be effective. In the event

such transfer is properly effective, the transferor shall be automatically relieved of all personal liability regarding the performance of Landlord's obligations herein contained which arise out of acts occurring after the effective date of such transfer (it being intended hereby that all of Landlord's obligations herein contained shall be binding upon Landlord, its successors and assigns, but only during and in respect of their respective periods of ownership of any interest in the leased premises or the underlying realty). Landlord hereby ~~warrants~~ stipulates that it holds title to said premises, has the authority to execute this lease, and guarantees Tenant of its rights to peaceful, quiet use of said premises.

27. RIGHT TO SHOW: The Tenant hereby agrees that for a period commencing ninety (90) days prior to the expiration of this lease, the Landlord may show the premises to prospective Tenants, and sixty (60) days prior to the expiration of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "FOR LEASE or RENT" signs, upon 24 hours notice to Tenant.

28. HOLDOVER: Should Tenant, or any of its successors in interest, holdover the premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holdover shall constitute and be construed as tenancy from month to month only, at a rental equal to the rental payable for the last month of the term of this lease plus one hundred percent (100%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to holdover. Notwithstanding the foregoing, however, such increased rentals shall be no more than one hundred twenty percent (120%) of the previously applicable rental unless (i) Landlord and Tenant are not then actively negotiating for the renewal of the occupancy of the leased premises or (ii) Landlord has given Tenant at least one hundred twenty (120) days advance written notice of its intention to exercise its rights under this paragraph 28.

29. UTILITIES IN HOLDOVER: The Tenant will pay all charges made against the leased premises for gas, water, sewage, heat, and electricity during the continuance of the lease, as the same shall become due.

30. ADVERTISING, RULES AND REGULATIONS, AND PARKING: It is further agreed that all signs and advertising displayed in and about the premises shall be such that only as advertise the business carried on upon the leased premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord. Landlord shall have the right from time to time to establish and enforce reasonable rules and regulations regarding signs, customer and tenant parking areas, use of the common areas and of the leased premises providing such rules and regulations are uniformly enforced against all occupants of the Shopping Center. Such rules and regulations shall be effective upon notice to Tenant of their promulgation. Tenant shall not be entitled to conduct any fire or going out of business sales upon or about the leased premises without the prior written consent of Landlord.

Pursuant to the Landlord's ability to establish and enforce reasonable rules and regulations regarding the parking areas, Tenant does hereby agree to provide ~~require all employees, agents and representatives to park to the rear of the demised premises, known as the west side, so long as adequate parking spaces exist, and upon request shall serve to Landlord or its agents, a comprehensive list of employees, agents and representatives' automobiles, by color, make and license number upon demand to aid in enforcement of parking rules and regulations this regulation.~~ Should Tenant not comply by supplying the list or enforcement thereof upon formal written notification, Tenant shall be construed to be in default of the lease agreement.

31. ACCESS: The Landlord shall have the right to enter upon the leased premises at all reasonable hours and upon 24 hours written notice except in the case of an emergency for the purpose of inspecting the same. If the Landlord deems any repairs or replacements necessary which are Tenant's obligation to make hereunder, Landlord may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs or replacements, and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs or replacements and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof, and if the Landlord makes or causes to be made such

repairs or replacements, the Tenant agrees that Tenant will forthwith on demand, pay to the Landlord the cost thereof together with a charge of five percent (5%) of the amount thereof for Landlords' administrative expenses in connection therewith.

32. SECURITY DEPOSIT: The Landlord herewith acknowledges the receipt of One Thousand and 00/100 ----- Dollars (\$ 1,000.00), which is to be retained as security for the faithful performance of all of the covenants, conditions, and agreements of this lease, but in no event shall the Landlord be obligated to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this lease is to be returned to the Tenant when this lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord.

In the event that the Landlord should repossess himself of the leased premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreements of this lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reasons of the Tenant's default or breach. The Landlord shall not be obligated to keep the said security as a separate fund, but may mix the said security with his own funds. Under no circumstances shall Landlord be responsible to Tenant to account for such funds other than to disclose their ultimate application to whatever damages Landlord elects. Landlord's obligation to Tenant as to such deposit shall terminate upon Landlord's conveyance of the shopping center to a successor Landlord and delivery of such funds to said successor Landlord by check or credit.

33. LATE CHARGE: Any rent or assessments as so outlined in the lease not paid when due and any other sums due from Tenant to Landlord hereunder not paid when due (or upon demand) shall be subject to a \$50.00 late fee if not received by the Landlord within five (5) days after that due date and late charges shall accrue at a rate of \$5.00 per day, to be paid with said month's late rent. Tenant will be allowed one (1) late payment per year without penalty.

34. BINDING ON PARTIES: All the terms of this lease shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto.

35. Unless prevented by events reasonably beyond Tenant's control, Tenant shall use, occupy and operate the entire premises continuously and without interruption during the term in the manner and under the names set forth in the lease hereof in a competent, dignified, energetic and consistent manner such as will enhance the premises as a whole and its reputation as a desirable place to shop so as to achieve the maximum profitable volume of sales. Unless prevented by events reasonably beyond Tenant's control, Tenant shall remain open for business and adequately stocked on all days and during all hours that it is customary for businesses in Brentwood Square Shopping Center to be open with the option of being closed or open on Sundays or any evening and shall adequately staff its store with sufficient employees to handle the maximum profitable quality to accomplish the same; and shall maintain displays of merchandise in the display windows, if any, and keep such windows well lighted. **Tenant may close its business five (5) days per year for vacation.**

36. PERCENTAGE RENTS: Tenant shall pay additional rental for each lease year equal to the amount by which four percent (4 %) of the gross receipts for said year, which shall include the total sales price of all merchandise sold in or from the leased premises and the total amount received or charged for services rendered or performed in or from the leased premises (exclusive of sales tax), exceed the rental paid in monthly installments during said lease year. If Tenant's fiscal year and lease year do not correspond, Tenant may pay its additional annual rental on a fiscal year basis provided Landlord agrees in writing to the calculation method to be used for any periods shorter than one (1) year. Tenant shall provide Landlord a report showing gross receipts within sixty (60) days of the end of said period and the report must be certified as accurate by Tenant.

~~Landlord shall have the right to require an audit of Tenant's books and records by a Certified Public Accountant of Landlord's choice to verify the accuracy of the reported figures for gross receipts. If the results of said audit differ by more than five percent (5%) from said reported figures, Tenant shall pay to Landlord the cost of said audit as additional rent hereunder.~~

~~Said additional rent shall be paid with the submission of the report and shall be based on the gross receipts for the lease year or period immediately preceding said report.~~

37. **SIGNAGE**: All exterior signs must be approved in writing by Landlord prior to installation by Tenant. All lighted signs to be per specifications shown on Exhibit "B" sign criteria. Tenant shall at Tenant's sole expense, have one (1) lighted exterior sign installed by lease commencement date. Said sign must meet all legal codes. Tenant will be allowed maximum signage allowable by code.

38. **ESTOPPEL CERTIFICATE**: Tenant shall, upon demand from Landlord, execute and deliver to Landlord, an Estoppel Certificate in such form and content as reasonably requested by Landlord, attesting to the compliance to date of Landlord with the terms and conditions of this lease and such other matters as requested by Landlord which would prevent Tenant from attesting to such a certificate. Tenant shall set forth such alleged default or defaults upon the certificate and detail or attest to the best of Tenant's knowledge ~~fact~~ that these listed defaults are the only defaults by Landlord hereunder.

39. **INTENT**: It is the purpose and intent of Landlord and Tenant that the return to Landlord under this lease shall be absolutely net to Landlord so that the share of taxes, insurance premiums, management fees and any and all other reasonable other and necessary expenses and costs reasonably attributable to the premises (and not otherwise specifically provided for in this lease) shall be the obligation of Tenant rather than Landlord.

40. **TENANT ALTERATIONS**: The Tenant shall not make any structural alterations, additions, or improvements in or to the premises without the prior written consent of the Landlord, subject to any conditions the Landlord may deem appropriate. Any alterations, additions, or improvements consented to by the Landlord shall be made at the Tenant's sole expense. The Tenant shall provide its own trash containers for construction debris; use service entrances to the premises, if any; conduct no core drillings during business hours; and disrupt other tenants as little as possible. The Tenant shall secure any and all governmental permits, approvals, or authorizations required in connection with any such work, and shall hold Landlord harmless from any and all liability, costs, damages, expenses (including attorneys' fees), and liens resulting therefrom. All alterations, additions, and improvements (expressly including all light fixtures and floor coverings), except trade fixtures, appliances, and equipment that do not become a part of the premises, shall immediately become the property of the Landlord. Upon the expiration or early termination of the term hereof, the Tenant shall, upon written demand by Landlord (given at least thirty (30) days before the end of the term), at the Tenant's sole expense, remove any such alterations, additions, or improvements designated by the Landlord. The Tenant shall, forthwith and with all due diligence, at its sole expense, repair any damage to the premises caused by such removal. Tenant further agrees to submit to Landlord or Landlord's agents all plans and prints for said alterations prior to actual work and Tenant's contractors shall provide Landlord with proof of liability insurance prior to commencing any actual alterations.

41. **RIGHT TO TRIAL**: Tenant & Landlord hereby waives right to request a trial by jury for any dispute arising out of the terms, conditions and covenants of this lease whether such legal action taken shall arise out of enforcement of any of the provisions contained herein or whether or not dispute arises out of consequences of Tenant occupying space in Brentwood Square Shopping Center.

42. **EXPLANATORY PROVISIONS**: (A) The words "Landlord" and "Tenant" shall be taken to include and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and shall be taken in the plural sense, wherever the context requires, and all pronouns used herein and referring to said parties shall be construed accordingly, regardless of the number or gender thereof.

(B) Headings of the various paragraphs herein are inserted merely as a matter of convenience and for reference and shall not be considered as in any manner defining, limiting or describing the scope or intent of the particular paragraphs to which they refer or as affecting the meaning or construction of the language in the body of such paragraphs.

43. ADDITIONAL PROVISIONS: EXHIBIT A
EXHIBIT B
RULES & REGULATIONS
ADDENDUM

44. Until this lease is executed on behalf of all parties hereto, it shall be construed as an offer of proposed Lessee to proposed Lessor. Time being of the essence, this lease must be completed on behalf of all parties on or before May 1, 2018, to be effective.

45. The undersigned as well as the corporation hereby guarantees unto the Landlord, its successors and assigns, the payment of base rent and any and all assessments so defined in master lease, and the performance of all of the covenants under said lease by Tenant and hereby waives notice of any default under said lease and agrees that liability shall not be released or affected by any extension of time for payment or by any forbearance by the Lessor.

46. There are no oral agreements between the parties hereto affecting this lease, and this lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this lease.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this lease as of the day and year first above written.

F & J REALTY
LANDLORD

Witness: Randall Wheeler By: Frank R. Krejci
Frank R. Krejci

JSV LLC
TENANT

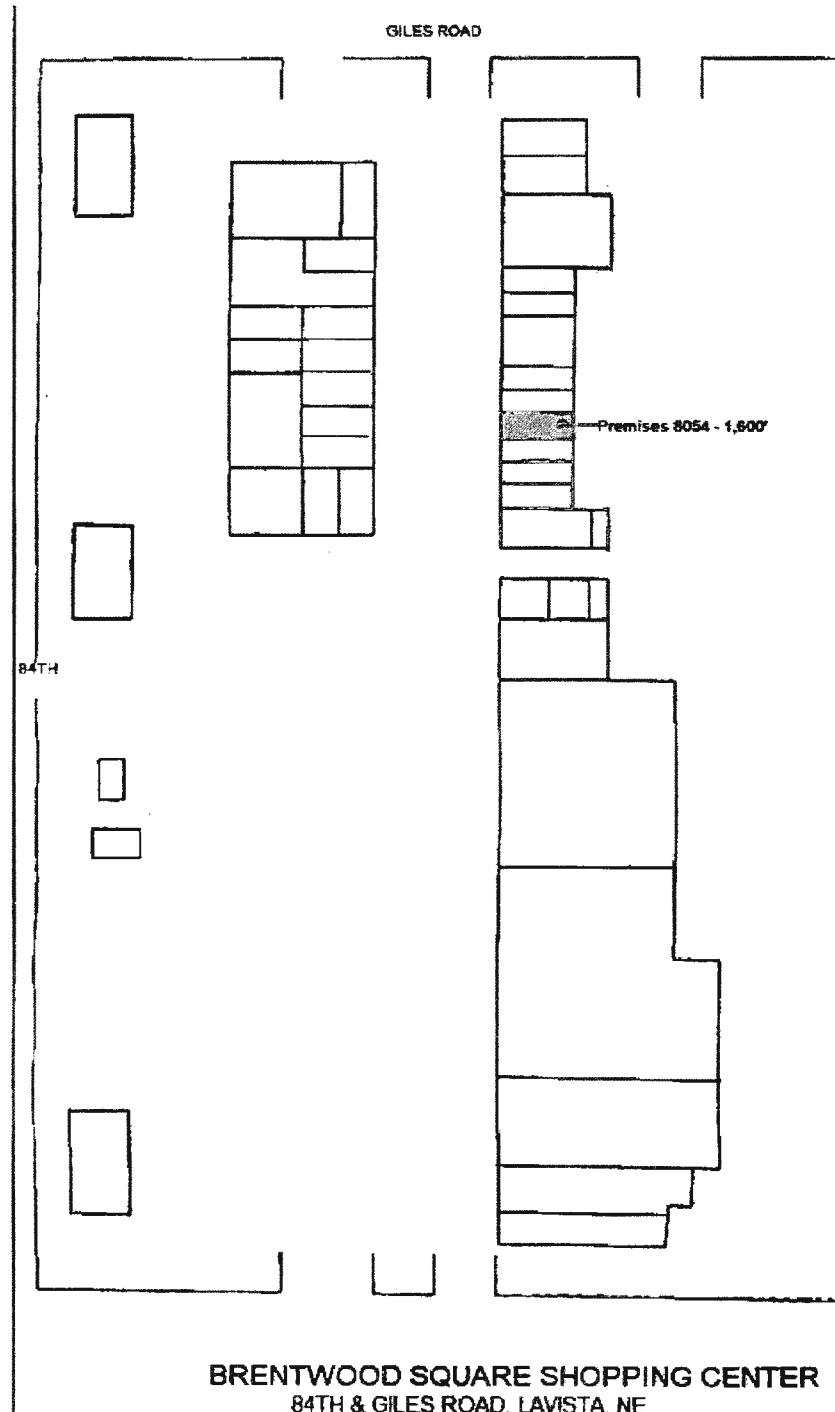
Witness: Randall Wheeler By: Vikram K. Patel

GUARANTORS:

By: Saumil J. Patel
Saumil J. Patel

By: Vikram K. Patel
Vikram K. Patel

EXHIBIT



**BRENTWOOD SQUARE SHOPPING CENTER
EXHIBIT "B"**

RE: SIGN CRITERIA

This policy is established by the owner of Brentwood Square Shopping Center, LaVista, Nebraska, to attain the best possible appearance of all signs in the center.

1. Prior to construction and erection of any signs, two copies of the plans and specifications must be submitted for approval by the Landlord, % First Management, Inc., Property Manager.
2. All signs on the Phase I and Phase II buildings are to be the individual letter style mounted on race way, internally illuminated by neon illumination and mounted in the designated area on the Brentwood Square Shopping Center buildings. No flashing lamps, or revolving or rotating units will be allowed.
3. All signs' letter size and sign length on the Phase I and Phase II buildings are to be approved by the Landlord, % First Management, Inc., Property Manager.
4. No flashing lamps, revolving or rotating units or lighted window signs will be permitted. Neon illuminated signs are permitted.
5. No V-type marquee signs will be allowed.
6. All field measurements must be verified.

812K
LANDLORD'S
INITIALS

VLR
TENANT'S
INITIALS

BRENTWOOD SQUARE SHOPPING CENTER RULES AND REGULATIONS

1. **AWNINGS AND CANOPIES**: No awnings or other projections shall be attached to a wall, roof or fascia, the premises or the building in which the demised premises are located without, in each instance, the prior written consent of Landlord.
2. **NOISE**: No loudspeakers, televisions, phonographs, radios or other sound or pictorial devices shall be used in a manner so as to be heard or viewed outside the demised premises of each respective Tenant without the prior written consent of Landlord.
3. **PREVENT FREEZING**: Tenant shall maintain a temperature within the demised premises throughout the year to maintain a sufficiently high enough interior temperature to prevent freezing of plumbing and fixtures.
4. **ODOR**: Tenant shall not make, or permit, any noise or odor objectionable to the public, or other occupants of the building, or to the Landlord, to emit from the demised premises; or create, or permit the extended maintenance arising from said odor of for existence of any nuisance.
5. **PARKING**: The Landlord requires that any tenants, their agents or representatives do not park in stalls directly in front of any retail space or directly adjacent to such space but rather all Tenants, assigns or representatives shall park no closer than a minimum of a 100 foot radius to said space to allow easy access to customer parking.
6. Any further rules and regulations may be made at discretion of the Landlord pursuant to Section 30 of the Lease agreement attached hereto providing they are uniformly enforced against all occupants of the Shopping Center.

ADDENDUM

The following Addendum is made a part of the Lease dated the 28th day of February, 2018, by and between F & J REALTY, Landlord, and JSV LLC, Tenant.

(A) Merchants Association: Tenant will promptly become a member of, and during the term of this lease participate in, the Merchants Association. Each member tenant shall have one vote; Landlord shall also have one vote. Merchants Association funds are to be used solely for advertising and promotions and administration expenses incident thereto. Dues are calculated on the basis of Ten Cents (10¢) per square foot per year payable in advance on the first day of each month. Minimum dues are Ten and 00/100 Dollars (\$10.00) per month.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made and entered into on this 10th day of October, 2019, by and between F & J REALTY, hereinafter referred to as "Landlord", c/o First Management, Inc. with offices at Suite 550, The Center, 1941 South 42nd Street, Omaha, Nebraska 68105-2982, and JSV, L.L.C., with offices at 8052 South 84th Street LaVista, NE 68128, hereinafter referred to as "Tenant";

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a lease dated February 28th, 2018 demising to Tenant Space No. 8052 South 84th Street, such space being a portion of a shopping center development known as Brentwood Square Shopping Center in LaVista, Sarpy County, Nebraska, and

WHEREAS, Landlord and Tenant desire to amend said lease to extend the lease term.

NOW THEREFORE, Landlord and Tenant agree that effective October 10th, 2019, said lease shall be and is hereby amended as follows:

ONE On Page 1, delete the paragraph in lease Paragraph 2 in its entirety and substitute in lieu thereof the following:

"2. COMMENCEMENT: The term of this lease shall be for a period of eight (8) years and zero (0) months beginning May 1, 2018."

TWO On Page 1, delete the lease Paragraph in its entirety and substitute with the following:

"3. RENTS Tenant shall pay to Landlord as rent for said leased premises during the initial Lease Term the total sum of One Hundred Twenty Two Thousand and Four Cents (\$122,000.04) per the rent schedule below. Tenant shall pay rent and assessments on the first day of each and every month of said term, in advance, at the office of the Landlord or its duly appointed agent."

On Rent Schedule:

"From May 1, 2018 to April 30, 2019, \$1,000.00 per month.

From May 1, 2019 to April 30, 2021, \$1,200.00 per month

From May 1, 2021 to April 30, 2023, \$1,300.00 per month

From May 1, 2023 to April 30, 2025, \$1,366.67 per month

From May 1, 2025 to April 30, 2026, \$1,433.33 per month

THREE This agreement shall not be effective until executed by both Landlord and Tenant.

[Remainder of page intentionally left blank.]

Except as herein amended, the February 28th, 2018 Lease between Landlord and Tenant shall in all respects remain in full force and effect.

F & J REALTY
LANDLORD

Witness: Randall Weale By: Frank R. Krejci
Frank R. Krejci

JSV, L.L.C.
TENANT

Witness: Randall Weale By: Vikram K. Patel
Vikram K. Patel

GUARANTORS :

By: Samuel J. Patel
Samuel J. Patel

Vikram K. Patel
By: Vikram K. Patel

Certificate of Completion

This is to certify that

SAUMIL PATEL

has successfully completed the following
HOSPITALITYexam.com course and examination

Course Name: Nebraska Alcohol Server/Seller Certification



Edward D McLean, Administrator
www.HOSPITALITYexam.com

Date: 03/21/2018
Expiration: 36 Months
Certificate #: 11964
Birth Date: [REDACTED]

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 21, 2024 AGENDA

Subject:	Type:	Submitted By:
ADOPTION OF THE FY25-FY29 CAPITAL IMPROVEMENT PROGRAM (CIP)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RACHEL CARL ASSISTANT TO THE CITY ADMINISTRATOR

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared to approve the 2025-2029 Capital Improvement Program (CIP).

FISCAL IMPACT

Year 1 and Year 2 of the CIP will be recommended for funding in the FY25-FY26 Biennial Budget proposal.

RECOMMENDATION

Approval.

BACKGROUND

The recommended Capital Improvement Program (CIP) for years 2025-2029 identifies funding for the City's critical infrastructure projects in the amount of \$6.5M in FY25 and \$6.7M in FY26. Over the course of the five-year program, the City anticipates investing a total of \$54.1M in public improvements. The investments by project area are as follows:

- \$11.4M – Parks
- \$4.6M – Public Facilities & Other
- \$30.2M – Streets
- \$7.9M – Sewer

Approximately 30% of the projects are associated with the City's strategic priority related to 84th Street redevelopment.

The CIP plan also contains a comprehensive list of unprogrammed projects totaling \$43.6M. Projects on this list may require additional direction regarding prioritization, planning and strategy development, clarity on project timing, etc. These projects will continue to be addressed through the annual CIP review process.

As required by State Statute, the Planning Commission held a public hearing on May 2, 2024 and voted unanimously to recommend to the City Council that the 2025-2029 CIP be approved.

Following the presentation of the original submittals to City Council on January 2nd, the CIP Coordination Team reviewed the projects and prepared the recommended FY25-FY29 CIP plan. Attached are a list of changes made from the original submittals to the recommended CIP.

Also attached is the recommended FY25-FY29 CIP.

There are three updates from the April 26th version:

- 1) PARK-25-002 City Park Playground & Shelter Project – Funding Sources updated to Debt Service Fund-Cash and Lottery Fund-Cash
- 2) PARK-27-002 Camenzind Playground Project – Funding Sources updated to Debt Service Fund-Cash and Lottery Fund-Cash
- 3) PARK-20-002 Swimming Pool Design & Construction – Budget Items updated to reflect recommended project schedule

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE 2025-2029 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR INFRASTRUCTURE AND OTHER CAPITAL IMPROVEMENTS FOR THE CITY OF LA VISTA.

WHEREAS, the City of La Vista's Capital Improvement Program (CIP) document has been prepared and presented to Council; and

WHEREAS, the La Vista Planning Commission has reviewed the 2025-2029 Capital Improvement Program (CIP) for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's 2025-2029 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 2025-2029 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the La Vista City Council;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 2025-2029 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

PASSED AND APPROVED THIS 21ST DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Project No.	Project Name	Original Submittals		Recommended		Change	Rationale	Net Change to 5-Year CIP
		Project Date	Project Total	Project Date	Project Total			
ADMN-22-00	Wayfinding Implementation	2025-2028	750,000	2025-2029	900,000	Date extended 1 year & total increased \$50k	Estimates were updated and the timeline was refined during the creation of the Wayfinding Implementation Plan	\$150,000
CMDV-23-00	Zoning/Subdivision Regulations Update	2025	250,000	-	0	Removed from CIP	The CIP Coordiantion Team recommends that this proposed project be submitted as a budget request since it is not a capital project	-\$250,000
PARK-25-004	Holiday Lights	2025-2029	950,000	2025-2029	650,000	Decreased \$300k	Allocate less money during the 5-year period while the newly formed holiday light team works on a comprehensive and cohesive plan for the	-\$300,000
PARK-23-001	City Centre Plaza Space Improvements	2025/2027	2,500,000	Unprogrammed	0	Moved to Unprogrammed	To support the delay of new projects that are not part of a current commitment and to decrease the 5-year CIP expenditures; also reprioritize; grass could be planted and maintained on these sites until funding capacity is available for the design and development of these	-\$2,500,000
CMDV-25-00	Bike Share Station	2027	66,000	-	0	Removed from CIP	Submit as a budget request in a future year	-\$66,000
LIBR-22-001	Library Parking Lot Rehab	2027	600,000	Unprogrammed	0	Moved to Unprogrammed	This is the City's portion of a joint project with MCC; this project has moved farther out in their overall plan	-\$600,000
LIBR-27-001	Library Rotunda Improvements	2027	50,000	-	0	Removed from CIP	Submit as a budgeted maintenance request since it is not a capital	-\$50,000
PARK-22-001	Reflection Plaza	2026	1,500,000	2025/2026	100,000	Decreased to \$50k in FY25 and FY26	Proposed funding and timeline based on most-recent discussions with Mayor	-\$1,400,000
PARK-25-001	Central Park West Design Infrastructure	2025	500,000	2026/2027	1,595,000	Combined with construction into Central Park Infrastructure; scope modified; programmed in FY26	Modify the scope to the essential infrastructure elements of the site (utilities, parking, trail); additional elements can be determined, deisgned, and developed in a future project; recommend timing change to coincide with the underpass/trail and pool projects	\$1,095,000
PARK-27-001	Central Park West Improvements	TBD	4,000,000	-	0	Combined with design into Central Park Infrastructure; removed from CIP	Eliminate project because this work has been combined with PARK-25-001	\$0
SPRT-11-002	Sports Complex Lighting Rehab	2025	900,000	2025	950,000	Increased \$50k	Adjust based on quote received; working on grant funding for this project	\$50,000
SPRT-20-001	Sports Complex Replace Baseball Walkways/Dugouts	2025	150,000	2027	150,000	Moved to FY27	To support the delay of new projects that are not part of a current commitment	\$0
SPRT-26-001	Sports Complex Replace Baseball Backstops	2026	150,000	Unprogrammed	0	Moved to Unprogrammed	Available funding and project priority	-\$150,000
PARK-25-002	City Park Playground & Shelter Project	2027	300,000	2026	300,000	Moved to FY26; changed funding sources	Move to FY26 based on priority in the Parks Matrix; recommend funding through a combination of Lottery & Debt Service	\$0
STRT-17-003	Giles Rd Wide M376 (230)	2025	4,500,000	2027	6,000,000	Moved to FY26; increased \$1.5M	Move to FY26 based on funding availability; increase based on most-recent cost estimate; seeking partnership on this project	\$1,500,000
STRT-25-006	UBAS Parking Lot Preservation	2025	500,000	2025	600,000	Increased \$100k	Based on most-recent cost estimate	\$100,000
PARK-20-002	Swimming Pool Design & Construction	2025/2027	8,000,000	2026/2027/2028/2029	8,000,000	Moved to start design in FY26	Timing for the construction and completion of the 84th Street Trail and Underpass and the infrastructure elements in Central Park West	\$0
STRT-25-005	Concrete Base Repair - PV Heights Neighborhood	2026	2,300,000	2025/2026	2,300,000	Split between FY25 & FY26	To support commitment of maintaining a PCI of 70 and prepare streets for UBAS overlay in FY26	\$0

Project No.	Project Name	Original Submittals		Recommended		Change	Rationale	Net Change to 5-Year CIP
		Project Date	Project Total	Project Date	Project Total			
PARK-25-003	City Park Outfield Fence	2027	75,000	-	0	Removed from CIP	To be completed using Parks Division budget	-\$75,000
SEWR-24-001	Public Works Building Expansion - Sewer Div Bldg	2027	8,000,000	2027/2028	8,800,000	Moved to FY27 (design) & FY28 (construction); changed funding	Delay construction to FY28 due to project load in previous years; split project funding because building will serve Sewer Division (2/3) and PW Admin (1/3)	\$800,000
SPRT-27-001	Sports Complex Field 1-4 Renovation	2027	210,000	-	0	Removed from CIP	Will be submitted in Parks Division's operating budget	-\$210,000
STRT-23-004	Transportation Network Study	2027	50,000	-	0	Removed from CIP	Submit as budget request since it is not a capital project	-\$50,000
STRT-24-010	Eastport Parkway & Port Grace Roundabout	2027	1,400,000	-	0	Removed from FY27	Project was already programmed and budgeted in FY24; will likely carry over to FY25	-\$1,400,000
STRT-24-012	Streetscape Phase 2	2027/2028	2,750,000	2027/2028	1,750,000	Decreased \$1M	Scope revised	-\$1,000,000
STRT-24-013	Underpass Aesthetic Improvements	2027	500,000	2027	250,000	Decreased \$250k	Based on most-recent cost estimate	-\$250,000
STRT-26-003	UBAS Street Rehab - PV Heights Neighborhood	2027	1,800,000	2026/2027	1,800,000	Split between FY26 & FY27	Will provide a new asphalt wearing course to protect the concrete sub-structure which will be repaired in FY25 & FY26	\$0
STRT-99-001	Street Rehabilitation	2027/2028/2029	7,500,000	2027/2028/2029	5,000,000	Decreased \$2.5M	Amount reduced for years that already have specific street rehab projects called out in the program	-\$2,500,000
SPRT-28-001	Sports Complex Field 5-10 Renovation	2028	150,000	-	0	Recomend from CIP	Will be submitted in Parks Division's operating budget	-\$150,000
SPRT-28-002	Sports Complex Maintenance/Storage Building	2028	218,000	Unprogrammed	0	Moved to Unprogrammed	Based on priority and available funding	-\$218,000
PARK-27-002	Camenzind Playground Project	2029	300,000	2028	300,000	Moved to FY28; changed funding	Based on priority in the Parks Matrix; recommend funding through a combination of Lottery & Debt Service	\$0
PARK-29-001	Sports Complex Soccer Parking Lot	2029	500,000	Unprogrammed	0	Moved to Unprogrammed	Based on priority and available funding	-\$500,000
STRT-29-001	Streetscape Phase 3	2029	636,000	Unprogrammed	0	Moved to Unprogrammed	Planting of shrubs perennials and the installation of benches, trash, and recycling receptacles is of lower priority than other infrastructure investment; these items can be added to the CIP when funding is	-\$636,000

Net Change: -\$8,610,000

Capital Improvement Program FY25 – FY29

Draft
05.17.2024

Index

Projects by Year	4
Projects by Department	7
Project Funding	11
Project Timeline	13
Operational Budget Impact	15
Project Detail Sheets	18
Unprogrammed Projects	52

Projects by Year

City of La Vista, Nebraska
Capital Improvement Program
2025 thru 2029

PROJECTS BY YEAR

Project Name	Department	Project #	Priority	Project Cost
2025				
Wayfinding Implementation	Administration	ADMN-22-001	n/a	75,000
Holiday Lights	Public Works - Parks	PARK -25-004	n/a	100,000
Reflection Plaza	Public Works - Parks	PARK-22-001	n/a	50,000
Thompson Creek 72nd to Edgewood Trail	Public Works - Parks	PARK-23-002	n/a	54,000
Sports Complex Lighting Rehab	Public Works - Sports Complex	SPRT-11-002	n/a	950,000
Harrison St Bridge M376	Public Works - Streets	STRT-13-006	n/a	500,000
84th Street Trail - Giles to Harrison - La Vista	Public Works - Streets	STRT-19-008	n/a	2,450,000
99th & Giles Signal Improvements	Public Works - Streets	STRT-25-004	n/a	550,000
Concrete Base Repair - PV Heights Neighborhood	Public Works - Streets	STRT-25-005	n/a	1,150,000
UBAS Parking Lot Preservation	Public Works - Streets	STRT-25-006	n/a	600,000
Total for 2025				6,479,000
2026				
Wayfinding Implementation	Administration	ADMN-22-001	n/a	175,000
Holiday Lights	Public Works - Parks	PARK -25-004	n/a	100,000
Reflection Plaza	Public Works - Parks	PARK-22-001	n/a	50,000
Thompson Creek 72nd to Edgewood Trail	Public Works - Parks	PARK-23-002	n/a	20,000
Central Park West Infrastructure	Public Works - Parks	PARK-25-001	n/a	145,000
City Park Playground & Shelter Project	Public Works - Parks	PARK-25-002	n/a	300,000
84th Street Trail - Giles to Harrison - La Vista	Public Works - Streets	STRT-19-008	n/a	2,715,000
Hill Creek Rehab - Olive Street	Public Works - Streets	STRT-24-003	n/a	250,000
Concrete Base Repair - PV Heights Neighborhood	Public Works - Streets	STRT-25-005	n/a	1,150,000
UBAS Street Rehab - PV Heights Neighborhood	Public Works - Streets	STRT-26-003	n/a	900,000
Val Vista, Mayfair, & Southwind - Crack Sealing	Public Works - Streets	STRT-26-004	n/a	100,000
Swimming Pool Design & Construction	Swimming Pool	PARK-20-002	n/a	800,000
Total for 2026				6,705,000
2027				
Wayfinding Implementation	Administration	ADMN-22-001	n/a	175,000
Holiday Lights	Public Works - Parks	PARK -25-004	n/a	150,000
Thompson Creek 72nd to Edgewood Trail	Public Works - Parks	PARK-23-002	n/a	290,000
Central Park West Infrastructure	Public Works - Parks	PARK-25-001	n/a	1,450,000
Big Papio Sewer Siphon Replacement	Public Works - Sewer	SEWR-23-001	n/a	100,000
Public Works Building Expansion - Sewer Div Bldg	Public Works - Sewer	SEWR-24-001	n/a	800,000
Sports Complex Replace Baseball Walkways/Dugouts	Public Works - Sports Complex	SPRT-20-001	n/a	150,000
120th and Giles Drainage Improvements	Public Works - Streets	STRT-16-002	n/a	345,000
Giles Rd Wide M376 (230)	Public Works - Streets	STRT-17-003	n/a	6,000,000
Bridge Deck Maintenance	Public Works - Streets	STRT-23-002	n/a	900,000
Streetscape Phase 2	Public Works - Streets	STRT-24-012	n/a	250,000
Underpass Aesthetic Improvements	Public Works - Streets	STRT-24-013	n/a	250,000
West Giles Road Viaduct (Feasibility Study)	Public Works - Streets	STRT-25-003	n/a	100,000
UBAS Street Rehab - PV Heights Neighborhood	Public Works - Streets	STRT-26-003	n/a	900,000
Street Rehabilitation	Public Works - Streets	STRT-99-001	n/a	1,250,000

Project Name	Department	Project #	Priority	Project Cost
Total for 2027				13,110,000
2028				
Wayfinding Implementation	Administration	ADMN-22-001	n/a	275,000
Holiday Lights	Public Works - Parks	PARK -25-004	n/a	150,000
Camenzind Playground Project	Public Works - Parks	PARK-27-002	n/a	300,000
Big Papio Sewer Siphon Replacement	Public Works - Sewer	SEWR-23-001	n/a	350,000
Public Works Building Expansion - Sewer Div Bldg	Public Works - Sewer	SEWR-24-001	n/a	8,000,000
Renewal & Replacement	Public Works - Sewer	SEWR-24-002	n/a	1,350,000
Streetscape Phase 2	Public Works - Streets	STRT-24-012	n/a	1,500,000
84th Street Resurfacing (10 Year Cycle)	Public Works - Streets	STRT-28-003	n/a	360,000
72nd Street Concrete Panel Repair	Public Works - Streets	STRT-28-004	n/a	400,000
Street Rehabilitation	Public Works - Streets	STRT-99-001	n/a	1,250,000
Swimming Pool Design & Construction	Swimming Pool	PARK-20-002	n/a	5,400,000
Total for 2028				19,335,000
2029				
Wayfinding Implementation	Administration	ADMN-22-001	n/a	200,000
Holiday Lights	Public Works - Parks	PARK -25-004	n/a	150,000
84th Street Resurfacing (10 Year Cycle)	Public Works - Streets	STRT-28-003	n/a	1,800,000
72nd Street Concrete Panel Repair	Public Works - Streets	STRT-28-004	n/a	2,000,000
Street Rehabilitation	Public Works - Streets	STRT-99-001	n/a	2,500,000
Swimming Pool Design & Construction	Swimming Pool	PARK-20-002	n/a	1,800,000
Total for 2029				8,450,000
GRAND TOTAL				54,079,000

Projects by Department

City of La Vista, Nebraska
Capital Improvement Program

2025 thru 2029

DEPARTMENT SUMMARY

Department	2025	2026	2027	2028	2029	Total
Administration	75,000	175,000	175,000	275,000	200,000	900,000
Public Works - Parks	204,000	615,000	1,890,000	450,000	150,000	3,309,000
Public Works - Sewer			900,000	9,700,000		10,600,000
Public Works - Sports Complex	950,000		150,000			1,100,000
Public Works - Streets	5,250,000	5,115,000	9,995,000	3,510,000	6,300,000	30,170,000
Swimming Pool		800,000		5,400,000	1,800,000	8,000,000
TOTAL	6,479,000	6,705,000	13,110,000	19,335,000	8,450,000	54,079,000

City of La Vista, Nebraska
Capital Improvement Program

2025 thru 2029

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
Administration								
Wayfinding Implementation	ADMN-22-001	n/a	75,000	175,000	175,000	275,000	200,000	900,000
Administration Total								
			75,000	175,000	175,000	275,000	200,000	900,000
Public Works - Parks								
Holiday Lights	PARK -25-004	n/a	100,000	100,000	150,000	150,000	150,000	650,000
Reflection Plaza	PARK-22-001	n/a	50,000	50,000				100,000
Thompson Creek 72nd to Edgewood Trail	PARK-23-002	n/a	54,000	20,000	290,000			364,000
Central Park West Infrastructure	PARK-25-001	n/a		145,000	1,450,000			1,595,000
City Park Playground & Shelter Project	PARK-25-002	n/a		300,000				300,000
Camenzind Playground Project	PARK-27-002	n/a				300,000		300,000
Public Works - Parks Total								
			204,000	615,000	1,890,000	450,000	150,000	3,309,000
Public Works - Sewer								
Big Papio Sewer Siphon Replacement	SEWR-23-001	n/a			100,000	350,000		450,000
Public Works Building Expansion - Sewer Div Bldg	SEWR-24-001	n/a			800,000	8,000,000		8,800,000
Renewal & Replacement	SEWR-24-002	n/a				1,350,000		1,350,000
Public Works - Sewer Total								
					900,000	9,700,000		10,600,000
Public Works - Sports Complex								
Sports Complex Lighting Rehab	SPRT-11-002	n/a	950,000					950,000
Sports Complex Replace Baseball Walkways/Dugouts	SPRT-20-001	n/a			150,000			150,000
Public Works - Sports Complex Total								
			950,000		150,000			1,100,000
Public Works - Streets								
Harrison St Bridge M376	STRT-13-006	n/a	500,000					500,000
120th and Giles Drainage Improvements	STRT-16-002	n/a			345,000			345,000
Giles Rd Wide M376 (230)	STRT-17-003	n/a			6,000,000			6,000,000
84th Street Trail - Giles to Harrison - La Vista	STRT-19-008	n/a	2,450,000	2,715,000				5,165,000
Bridge Deck Maintenance	STRT-23-002	n/a			900,000			900,000
Hell Creek Rehab - Olive Street	STRT-24-003	n/a		250,000				250,000
Streetscape Phase 2	STRT-24-012	n/a			250,000	1,500,000		1,750,000
Underpass Aesthetic Improvements	STRT-24-013	n/a			250,000			250,000
West Giles Road Viaduct (Feasibility Study)	STRT-25-003	n/a			100,000			100,000
99th & Giles Signal Improvements	STRT-25-004	n/a	550,000					550,000
Concrete Base Repair - PV Heights Neighborhood	STRT-25-005	n/a	1,150,000	1,150,000				2,300,000
UBAS Parking Lot Preservation	STRT-25-006	n/a	600,000					600,000
UBAS Street Rehab - PV Heights Neighborhood	STRT-26-003	n/a		900,000	900,000			1,800,000
Val Vista, Mayfair, & Southwind - Crack Sealing	STRT-26-004	n/a		100,000				100,000
84th Street Resurfacing (10 Year Cycle)	STRT-28-003	n/a				360,000	1,800,000	2,160,000
72nd Street Concrete Panel Repair	STRT-28-004	n/a				400,000	2,000,000	2,400,000
Street Rehabilitation	STRT-99-001	n/a				1,250,000	1,250,000	5,000,000

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
Public Works - Streets Total			5,250,000	5,115,000	9,995,000	3,510,000	6,300,000	30,170,000
Swimming Pool								
Swimming Pool Design & Construction	PARK-20-002	n/a	800,000		5,400,000	1,800,000		8,000,000
Swimming Pool Total								
GRAND TOTAL			6,479,000	6,705,000	13,110,000	19,335,000	8,450,000	54,079,000

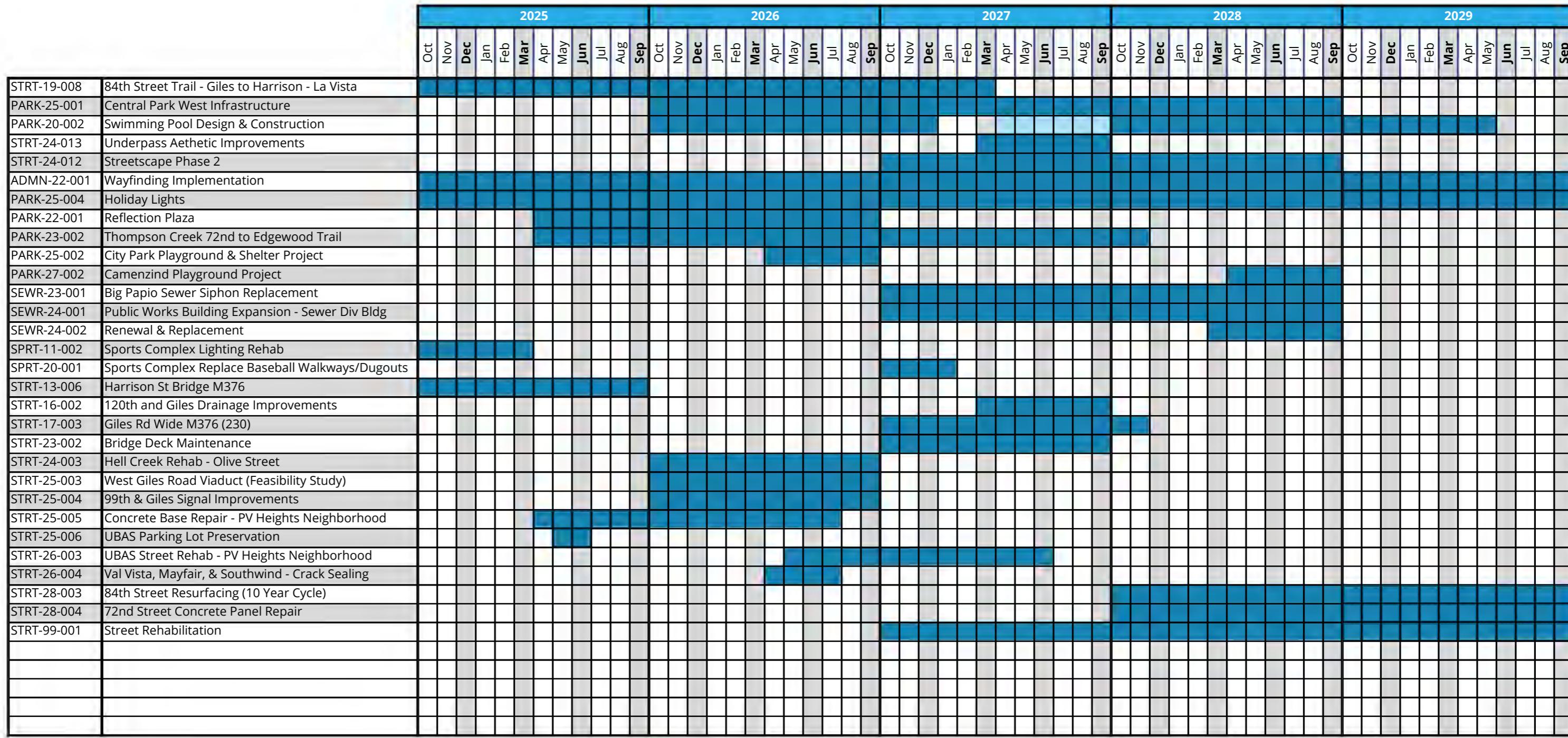
Project Funding

City of La Vista, Nebraska
Capital Improvement Program
 2025 thru 2029

FUNDING SOURCE SUMMARY

Source	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond	2,800,000	2,400,000	9,495,000	2,010,000	6,300,000	23,005,000
Debt Service Fund - Cash	1,004,000	170,000	556,666	2,816,666		4,547,332
Lottery Fund - Cash	125,000	375,000	325,000	425,000	200,000	1,450,000
Qualified Sinking Fund - Cash	100,000	100,000	150,000	150,000	150,000	650,000
Redevelopment Fund - Bond		920,000	1,700,000	6,900,000	1,800,000	11,320,000
Redevelopment Fund - Grant	2,450,000	2,715,000				5,165,000
Sewer Fund - Bond			533,334	5,333,334		5,866,668
Sewer Fund - Cash		25,000	350,000	1,700,000		2,075,000
GRAND TOTAL		6,479,000	6,705,000	13,110,000	19,335,000	54,079,000

Project Timeline



Acticipated dates

 Possible dates dependent upon other projects

Operational Budget Impact 10-Year Outlook

City of La Vista, Nebraska
Capital Improvement Program

2025 thru 2034

PROJECTS BY BUDGET ITEM

Budget Item		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Maintenance												
Wayfinding Implementation	ADMN-22-001	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	50,000
Swimming Pool Design & Construction	PARK-20-002					71,626	8,181	8,466	15,760	9,065	9,381	122,479
Thompson Creek 72nd to Edgewood Trail	PARK-23-002				1,000	1,000	1,000	1,000	1,000	1,000	1,000	7,000
Central Park West Infrastructure	PARK-25-001				15,000	15,450	15,914	16,391	16,883	17,389	17,911	114,938
Sports Complex Lighting Rehab	SPRT-11-002	-5,000	-5,185	-5,377	-5,576	-5,782						-26,920
Giles Rd Wide M376 (230)	STRT-17-003				10,600	10,930	11,255	11,595	11,940	12,290	12,659	81,269
84th Street Trail - Giles to Harrison - La Vista	STRT-19-008		2,060	2,120	2,190	2,250	2,320	2,390	2,460	2,530	2,610	20,930
99th & Giles Signal Improvements	STRT-25-004	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	10,000
Maintenance Total		1,000	2,875	2,743	29,214	101,474	44,670	45,842	54,043	48,274	49,561	379,696
Other												
Swimming Pool Design & Construction	PARK-20-002					74,279	45,115	46,090	48,053	49,621	51,198	314,356
Other Total						74,279	45,115	46,090	48,053	49,621	51,198	314,356
Staff Cost (Salary, Benefits)												
Swimming Pool Design & Construction	PARK-20-002					265,583	276,206	287,744	298,744	310,694	323,122	1,762,093
Staff Cost (Salary, Benefits) Total						265,583	276,206	287,744	298,744	310,694	323,122	1,762,093
Utilities												
Swimming Pool Design & Construction	PARK-20-002					44,796	46,364	47,987	49,667	51,405	53,204	293,423
Central Park West Infrastructure	PARK-25-001				6,000	6,180	6,365	6,556	6,753	6,956	7,164	45,974
Public Works Building Expansion - Sewer Div Bldg	SEWR-24-001					5,000	5,000	5,000	5,000	5,000	5,000	30,000
Sports Complex Lighting Rehab	SPRT-11-002	-4,000										-4,000
Streetscape Phase 2	STRT-24-012					30,900	31,827	32,782	33,765	34,778	35,822	199,874
99th & Giles Signal Improvements	STRT-25-004	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	12,000

Budget Item	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Utilities Total	-2,800	1,200	1,200	7,200	88,076	90,756	93,525	96,385	99,339	102,390	577,271
GRAND TOTAL	-1,800	4,075	3,943	36,414	529,412	456,747	473,201	497,225	507,928	526,271	3,033,416

Project Detail Sheets

Capital Improvement Program

City of La Vista, Nebraska

2025 *thru* 2029

Department	Administration
Contact	Community Development Dire
Type	Construction
Useful Life	
Category	Wayfinding
Priority	N/A

Project # ADMN-22-001

Project Name Wayfinding Implementation

Plan Name Comprehensive Plan

Account Number

Dept Priority

Total Project Cost: \$950,000

Description

The Wayfinding Plan was accepted by the City Council in 2022, and staff has subsequently developed an implementation strategy. The Plan provides basic designs for various directional, parks, and building signage throughout the city, as well as other wayfinding structures. The plan for implementing the placement of these wayfinding signs is nearly completed and costs estimates have been made for the phased final design, placement and construction of signs and structures. New signage placement has been completed in most of the City's smaller parks in the past year.

Wayfinding improvements include:

Parks Signage - 2023/2024/2025 - 21 Signs

Vehicle Directional Signage - 2024/2025 - 36 Signs

Destination Arrival & Building ID - 2025/2026 - 12 Signs

Secondary Entry, Tertiary Entry - 2026/2027 - 10 Signs

Primary Gateway Signs - 2027/2028 - 6 Signs

Bike/Pedestrian Signage - 2028/2029 - Sign # TBD

Justification

The proposed funding is to implement the Wayfinding Plan adopted by the City Council. It will ensure that signage, wayfinding structures and artwork as recommended in the study and the implementation plan gets constructed.

The La Vista brand process was pursued to establish a distinct community identity. While developing the brand, the need to educate people about the boundaries between communities became apparent.

During the research phase we heard that there is nothing distinctive about any community in the area. In fact, one of our greatest challenges was our undefined identity, and it has been clear over the years that most people do not know if they're in La Vista or where La Vista is in the context of the metro area.

This lack of differentiation is an opportunity for La Vista to make the City's entryways distinct from surrounding communities. One of the most significant ways to do this is through signage and other infrastructure, such as through a wayfinding program.

Wayfinding is specifically identified in the "Shop 1.4" goal of the Comprehensive Plan: "Invest in high-quality streetscapes in these areas, including plazas, public art, pedestrian amenities, and wayfinding signage (the process of getting a visitor from point A to B)." It is also listed in "Shop 3.3": Install streetscape improvements along 84th Street, including landscaping, wayfinding, lookout areas or view corridors, and other amenities." This project is also referred to in "Move 3.1", "Fun 1.3", and "Fun 3.1".

Prior	Expenditures	2025	2026	2027	2028	2029	Total
50,000	Construction Costs 03	75,000	175,000	175,000	275,000	200,000	900,000
Total	Total	75,000	175,000	175,000	275,000	200,000	900,000

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
50,000	Lottery Fund - Cash	75,000	175,000	175,000	275,000	200,000	900,000
Total	Total	75,000	175,000	175,000	275,000	200,000	900,000

Budget Impact/Other

The implementation of the wayfinding plan has been divided into six separate phases spread over at least seven years to make the project more financially feasible.

There will be costs associated with maintenance of the signage.

Capital Improvement Program

2025 *thru* 2029

Department Administration

City of La Vista, Nebraska

Contact Community Development Dire

Budget Items	2025	2026	2027	2028	2029	Total	Future
Maintenance	5,000	5,000	5,000	5,000	5,000	25,000	25,000
Total	5,000	5,000	5,000	5,000	5,000	25,000	Total

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # PARK -25-004

Project Name Holiday Lights

Department Public Works - Parks

Contact Park Superintendent

Type Improvement

Useful Life

Category Equipment

Priority N/A

Plan Name

Account Number

Dept Priority

Description

Total Project Cost: \$650,000

This project will expand the offering of holiday lights around Santa's Workshop and through Central Park to create a memorable experience for all people celebrating the holidays in La Vista.

Anticipated Start Date: 2025

Length of Project: Multi-Year, Ongoing

Estimated Completion Date: 2029

Justification

Transfers from the Lottery Fund to the Qualified Sinking Fund have been made since 2019, and at the end of FY24, there will be \$500k earmarked for holiday lights.

A group has met to develop a cohesive strategy and implementation program for light displays at Santa's Workshop, through Central Park, and along 84th Street. The program will include the creation of sponsorship categories for the lights.

Alternative Funding Options: Opportunity for fundraising & sponsorship categories

Expenditures	2025	2026	2027	2028	2029	Total
Equipment/Furnishings 05	100,000	100,000	150,000	150,000	150,000	650,000
Total	100,000	100,000	150,000	150,000	150,000	650,000
Funding Sources	2025	2026	2027	2028	2029	Total
Qualified Sinking Fund - Cash	100,000	100,000	150,000	150,000	150,000	650,000
Total	100,000	100,000	150,000	150,000	150,000	650,000

Budget Impact/Other

There will be maintenance costs associated with the lights/features.

Capital Improvement Program

City of La Vista, Nebraska

2025 *thru* 2029

Department Public Works - Parks
Contact Asst. to City Administrator
Type Construction
Useful Life
Category Park Development/Construction
Priority N/A

Project # **PARK-22-001**Project Name **Reflection Plaza**

Plan Name Vision 84 Plan

Account Number

Dept Priority

Total Project Cost: \$150,000**Description**

This project would construct a reflection plaza where people could go to reflect and honor friends, family, community members, and veterans. Several possible locations for the plaza have been identified; City Council will select the final location.

Anticipated Start Date: Spring 2025

Length of Project: 18 months

Estimated Completion Date: 2026

Justification

For many years, the City Council has discussed the need for the City to have a dedicated Reflection Plaza space for citizens.

The La Vista Community Foundation (LVCF) created the Mike Crawford Legacy Fund to help fund construction of the Reflection Plaza. Following the selection of a site for Reflection Plaza, the City will work in partnership with the LVCF on the design and construction.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
50,000	Construction Costs 03	50,000	50,000				100,000
Total	Total	50,000	50,000				100,000

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
50,000	Lottery Fund - Cash	50,000	50,000				100,000
Total	Total	50,000	50,000				100,000

Budget Impact/Other

The operating budget impact will be determined once a concept has been selected. Estimates for maintenance will be provided with concept options for City Council consideration.

Capital Improvement Program

City of La Vista, Nebraska

2025 *thru* 2029

Department	Public Works - Parks
Contact	Deputy Director of Public Works
Type	Construction
Useful Life	20 years
Category	Trail Development/Construction
Priority	N/A

Project # PARK-23-002

Project Name Thompson Creek 72nd to Edgewood Trail

Plan Name Park & Rec Master

Account Number

Dept Priority

Total Project Cost: \$364,000

Description

This project will create a trail connection between the current Keystone Trail at S. 69th Street and a future underpass on 84th Street. Public Works recently submitted for and was approved to receive Transportation Alternative Program (TAP) funding in the amount of \$1,456,000 for this project. The city's portion to fund this project is \$364,000 spread over the 3 years.

Anticipated Start Date: Spring/Summer 2025

Length of Project: 3 Years

Estimated Completion Date: Late Fall 2027

Justification

This project will construct a new trail from the terminus of the Keystone Trail on S. 69th Street to the future trail in Central Park at Edgewood Blvd. Once construction of the underpass at 84th Street is complete, this will allow for east/west pedestrian movements safely under 84th Street to the very east end of La Vista at the Sports Complex. Timeline for project is determined upon available TAP funding through MAPA.

Expenditures	2025	2026	2027	2028	2029	Total
Planning/Study/Design 01	54,000	20,000				74,000
Construction Costs 03			290,000			290,000
Total	54,000	20,000	290,000			364,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Cash	54,000	20,000	290,000			364,000
Total	54,000	20,000	290,000			364,000

Budget Impact/Other

Future O&M costs related to maintaining the trail, initially this will be mainly related to additional snow removal for the trail. Future work could include repairs to concrete panels.

Budget Items	2025	2026	2027	2028	2029	Total	Future
Maintenance				1,000	1,000	2,000	5,000
Total				1,000	1,000	2,000	Total

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # PARK-25-001

Project Name Central Park West Infrastructure

Plan Name Park & Rec Master

Account Number

Department Public Works - Parks

Contact Asst. City Administrator

Type Unassigned

Useful Life <10 years

Category Park Development/Constructio

Priority N/A

Dept Priority

Total Project Cost: \$1,595,000

Description

As part of the previous Placemaking and Landscape Design project, a plan for Central Park West (the area adjacent to Central Park and West of 84th Street), was created. The area is approximately 8 acres in size and a portion of it was chosen by the City Council as the location of a potential new community swimming pool. The remaining area was proposed for use as event/festival space. A schematic design for the event space was produced.

As the City begins to develop this area, it is recommended that some base infrastructure be installed. This CIP project provides funding for final design and construction documents for this infrastructure, which includes water and sewer connections that will be needed for the proposed swimming pool, trail connection to the 84th Street underpass, parking and green space. A phasing strategy for future improvements to the area would also be completed.

Anticipated Start Date: October 2025

Length of Project: 3 years

Estimated Completion Date: September 2028

Justification

The regional park concept for this area was created as an impetus for development along the 84th Street corridor and to provide a gathering place for the public to enjoy. Creating spaces where community events can be held and extending the park concept to the west side of 84th Street supports the City Centre development as well as providing space for other area event organizers to bring activities to La Vista.

Expenditures	2025	2026	2027	2028	2029	Total
Planning/Study/Design 01		145,000				145,000
Construction Costs 03			1,450,000			1,450,000
Total	145,000	1,450,000				1,595,000

Funding Sources	2025	2026	2027	2028	2029	Total
Redevelopment Fund - Bond		120,000	1,200,000			1,320,000
Sewer Fund - Cash		25,000	250,000			275,000
Total	145,000	1,450,000				1,595,000

Budget Impact/Other

The construction of proposed base infrastructure for the park will result in maintenance and operational impacts.

Budget Items	2025	2026	2027	2028	2029	Total	Future
Maintenance				15,000	15,450	30,450	118,282
Utilities				6,000	6,180	12,180	
Total				21,000	21,630	42,630	Total

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # PARK-25-002

Project Name City Park Playground & Shelter Project

Plan Name Mini Park Plan

Account Number

Department Public Works - Parks

Contact Park Superintendent

Type Improvement

Useful Life

Category Park Improvement

Priority N/A

Dept Priority

Total Project Cost: \$300,000

Description

This project will be replacing the old existing playground equipment, it is believed that the equipment is over 30 years old. The new playground structure will include sidewalks, benches and lighting. The project will also include a shelter with tables, grille, electricity and lighting. The equipment is in poor shape, but remains safe for daily use. We do not have any ADA accessibility from the sidewalk into the park and all the equipment is also not accessible. A sidewalk with connectivity and an updated accessible playground and shelter will be added. Lighting will be installed around the shelter for safety as there is currently no lighting in the park.

Anticipated Start Date: April 2026

Length of Project: 4-6 months

Estimated Completion Date: September 2026

Justification

The Park Planning team has identified this project as the most important project to complete. The team assessed safety, existing condition, cost benefit, access, historical investment and strategic priority as part of the scoring system. The scoring system created by the Park Planning team was used to better assess and rank the projects identified in the Mini Park Plans as well as citizen and user group feedback.

Alternative Funding Options: Staff will apply for a \$50,000 grant through the NRD.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03		200,000				200,000
Equipment/Furnishings 05		100,000				100,000
Total		300,000				300,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Cash		150,000				150,000
Lottery Fund - Cash		150,000				150,000
Total		300,000				300,000

Budget Impact/Other

This project will decrease the amount incurred on yearly repair costs.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # PARK-27-002

Project Name Camenzind Playground Project

Plan Name Mini Park Plan

Account Number

Department Public Works - Parks

Contact Park Superintendent

Type Construction

Useful Life

Category Park Improvement

Priority N/A

Dept Priority

Total Project Cost: \$300,000

Description

The project consists of the removal and replacement of the playground and surfacing at Camenzind Park. The existing playground is over 20 years old and past its useful life and in need of replacement. A new playground structure, sidewalks, benches and poured in place surfacing will be added to the park. The sidewalk will be added to create accessibility to the playground and interior of the park.

Anticipated Start Date: April 2028

Length of Project: 4-6 months

Estimated Completion Date: September 2028

Justification

The Park Planning team has identified this project as the next most important project to complete. The team assessed safety, existing condition, cost benefit, access, historical investment and strategic priority as part of the scoring system. The scoring system created by the Park Planning team was used to better assess and rank the projects identified in the Mini Park Plans as well as citizen and user group feedback.

Alternative Funding Options: Staff will apply for a \$50,000 grant through the NRD.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03				150,000		150,000
Equipment/Furnishings 05				150,000		150,000
Total				300,000		300,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Cash				150,000		150,000
Lottery Fund - Cash				150,000		150,000
Total				300,000		300,000

Budget Impact/Other

This project will decrease the amount incurred on yearly repair costs.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # SEWR-23-001

Project Name Big Papio Sewer Siphon Replacement

Department Public Works - Sewer

Contact City Engineer

Type Construction

Useful Life 25 years

Category Storm Sewer Reconstruction

Priority N/A

Plan Name

Account Number

Dept Priority

Description

Total Project Cost: \$450,000

This project will remove the existing twin siphon barrels that convey sanitary sewer flows under the Big Papillion Creek from the east half of La Vista to the Omaha interceptor line. These new siphon barrels will be of similar size, but will be placed at a deeper elevation to prevent erosion and damage around the barrels.

Anticipated Start Date: 2027 Design, 2028 Construction

Length of Project: 2 Years

Estimated Completion Date: Fall 2028

Justification

If not addressed the erosion will eventually cause the siphon to break free discharging it into the Big Papillion Creek. The existing siphon at the junction of Thompson Creek and the Big Papillion Creek has been exposed due to ongoing creek erosion. Temporary repairs were made to the existing siphon barrels in 2017, however, full replacement of the sanitary sewer siphon is needed.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03			100,000	350,000		450,000
Total			100,000	350,000		450,000

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund - Cash			100,000	350,000		450,000
Total			100,000	350,000		450,000

Budget Impact/Other

Capital Improvement Program

City of La Vista, Nebraska

2025 *thru* 2029

Department Public Works - Sewer
Contact City Engineer
Type Construction
Useful Life 40 years
Category Building Construction
Priority N/A

Project # **SEWR-24-001**Project Name **Public Works Building Expansion - Sewer Div Bldg**Plan Name **Sewer Rate Study**

Account Number

Dept Priority

Total Project Cost: **\$8,800,000****Description**

Construction of a new sewer division and public works administration facility on the current public works campus.

Anticipated Start Date: October 2026

Length of Project: 2 yrs

Estimated Completion Date: September 2028

Justification

The current sewer maintenance facility is a cold storage building that was converted into a small office and maintenance work space. The facility has no running water or restroom facilities and lacks space to store equipment. Public works has also run out of office space for management and front office staff. This new facility will address both of these issues for continued growth of the department.

Expenditures	2025	2026	2027	2028	2029	Total
Planning/Study/Design 01			800,000			800,000
Construction Costs 03				8,000,000		8,000,000
Total			800,000	8,000,000		8,800,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Cash			266,666	2,666,666		2,933,332
Sewer Fund - Bond			533,334	5,333,334		5,866,668
Total			800,000	8,000,000		8,800,000

Budget Impact/Other

It is anticipated there will be a slight increase in costs due to facility cleaning and utility costs for a larger facility.

Budget Items	2025	2026	2027	2028	2029	Total	Future
Utilities				5,000		5,000	25,000
Total				5,000		5,000	Total

Capital Improvement Program

City of La Vista, Nebraska

2025 *thru* 2029

Department Public Works - Sewer
Contact City Engineer
Type Improvement
Useful Life
Category Sanitary Sewer Improvement
Priority N/A

Project # **SEWR-24-002**Project Name **Renewal & Replacement**

Plan Name Sewer Rate Study

Account Number

Dept Priority

Total Project Cost: \$1,350,000**Description**

Future sewer rehabilitation project, potentially Cured in Place Pipelining (CIPP), to address deficiencies such as structural damage, leaks, and corrosion of sanitary sewer infrastructure.

Anticipated Start Date: Spring 2028

Length of Project: 1 Year

Estimated Completion Date: Fall 2028

Justification

The recently completed sewer rate study identified a need to invest in future rehabilitation projects in order to extend the service life of the existing sewer infrastructure and maintain expected service levels to residents.

Alternative Funding Options: Potential for SRF funding through NDEE (Low interest loan)

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03				1,350,000		1,350,000
Total				1,350,000		1,350,000
Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund - Cash				1,350,000		1,350,000
Total				1,350,000		1,350,000

Budget Impact/Other

Slight savings per year on foaming for roots in sewer lines.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # SPRT-11-002

Project Name Sports Complex Lighting Rehab

Plan Name

Account Number 05.71.0923

Department Public Works - Sports Complex

Contact Park Superintendent

Type Improvement

Useful Life 30 years

Category Park Improvement

Priority N/A

Dept Priority

Total Project Cost: \$950,000

Description

This project would be a complete replacement of the field lighting on Fields 1,2,3,4 at the Sports Complex. The lights will be replaced with LED fixtures, and new poles will be set based on the field lighting requirements. The new poles and lights will come with a 25 year warranty that covers all maintenance cost.

Project Timeline - Start 10/31/2024 6 months to complete

Justification

The existing lighting fixtures and mountings at the Sports Complex have reached the end of their useful life and the light fixture replacement parts are no longer available. The fuses and ballasts are mounted at the top of the poles making maintenance costly and hazardous. The bulb covers must be removed with a hack saw or cutting torch. Mounting arms spin out of line during high winds and require a lift to realign. We currently spend \$5000/year on maintenance, the new lights will come with a 25 year warranty that covers all maintenance cost.

New light fixtures will provide for a better, more safe experience for the users of the fields as well as being more energy efficient

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03	950,000					950,000
Total	950,000					950,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Cash	950,000					950,000
Total	950,000					950,000

Budget Impact/Other

The lighting will be more efficient in energy usage and will require less manpower for maintenance.

Budget Items	2025	2026	2027	2028	2029	Total
Maintenance	-5,000	-5,185	-5,377	-5,576	-5,782	-26,920
Utilities	-4,000					-4,000
Total	-9,000	-5,185	-5,377	-5,576	-5,782	-30,920

Capital Improvement Program

City of La Vista, Nebraska

2025 *thru* 2029

Department Public Works - Sports Complex

Contact Park Superintendent

Type Improvement

Useful Life

Category Park Improvement

Priority N/A

Project # SPRT-20-001

Project Name Sports Complex Replace Baseball Walkways/Dugouts

Plan Name

Account Number

Dept Priority

Description**Total Project Cost: \$150,000**

This project will be the replacement of the walk ways and dugout floors on the baseball side of the Sports Complex. The sidewalk infrastructure and drainage is failing and in bad shape. Footings in the dugouts are heaving creating a safety hazard. The current asphalt walkways will be replaced with concrete.

Anticipated Start Date: October 2026

Length of Project: 3 months

Estimated Completion Date: January 2027

Justification

The Park Planning team has identified this project as the most important project to complete at the Sports Complex. The team assessed safety, exiting condition, cost benefit, access, historical investment and strategic priority as part of the scoring system.

The Park Planning Team has reviewed and agrees this project is a top priority based on age and safety of the walkways and dugout. The sidewalk infrastructure and drainage is failing and in bad shape. Footings in the dugouts are heaving creating a safety hazard.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03			150,000			150,000
Total			150,000			150,000

Funding Sources	2025	2026	2027	2028	2029	Total
Lottery Fund - Cash			150,000			150,000
Total			150,000			150,000

Budget Impact/Other

This project will decrease the amount incurred on yearly repair costs.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-13-006

Project Name Harrison St Bridge M376

Plan Name One & Six Year Road

Account Number

Department Public Works - Streets

Contact City Engineer

Type Unassigned

Useful Life

Category Bridge Improvement

Priority N/A

Dept Priority

Description

Total Project Cost: \$500,000

The 92nd and Harrison Street bridge needs repairs that go beyond routine maintenance. This project would rehabilitate the bridge deck and portions of the substructure as well as remove and replace the concrete approach slabs. The project would be completed jointly with the City of Omaha, the asset's lead agent. The amount shown is La Vista's share of the project.

Anticipated Start Date: 2025

Length of Project: Unknown at this time

Estimated Completion Date: Unknown at this time

Justification

Harrison Street is a major arterial in use throughout the day. To ensure bridge integrity, it should be rehabilitated. Project No. 202 in the One and Six Year Road Plan. Major maintenance and repair items are cost shared with the City of Omaha, the lead agent on this asset.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03	500,000					500,000
Total	500,000					500,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond	500,000					500,000
Total	500,000					500,000

Budget Impact/Other

This project will reduce the shared maintenance burden between the City of Omaha and the City of La Vista, as well as improve ride quality.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-16-002

Project Name 120th and Giles Drainage Improvements

Plan Name One & Six Year Road

Account Number

Department Public Works - Streets

Contact City Engineer

Type Improvement

Useful Life

Category Storm Sewer Improvement

Priority N/A

Dept Priority

Description

Total Project Cost: \$345,000

Project is to improve drainage conditions for runoff coming from the east catchment of Southport West down through the BNSF crossing and towards Papio Valley 1 Business Park.

Anticipated Start Date: Spring 2027

Length of Project: 4 Months

Estimated Completion Date: Fall 2027

Justification

Project will reduce the likelihood of rain events causing flooding issues along the north edge of Papio Valley 1 Business Park, which will reduce the likelihood of flood fighting efforts and or cleanup after rain events.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03			345,000			345,000
Total			345,000			345,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond			345,000			345,000
Total			345,000			345,000

Budget Impact/Other

No impact of O&M.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project #	STRT-17-003
Project Name	Giles Rd Wide M376 (230)

Department Public Works - Streets

Contact City Engineer

Type Improvement

Useful Life 30 years

Category Street Improvement

Priority N/A

Plan Name One & Six Year Road

Account Number

Dept Priority

Total Project Cost: \$6,900,000

Description

Project is to rehabilitation the roadway surface and add additional roadway capacity, likley though the additional of auxillry through and turning lanes from the I-80 Eastbound On/Off Ramps to the bridge over the BNSF Railroad just west of 120th Street.

Anticipated Start Date: Design of Phase 1 currently underway, 1st phase construction fall 2026

Length of Project: Multiple years

Estimated Completion Date: Phase 1 - Late fall of 2027

Justification

Roadway improvements will be necessary to facilitate good traffic flow as development and growth continue in this area. Maintaining good traffic flow will be a vital component of promoting the Southport area as a desirable location to visit and do business. The first phase of construction would take place from the BNSF bridge to the I-80 EB on-ramp. This is Project No. 230 in the One and Six Year Road Plan.

Alternative Funding Options: FHWA/NDOT (10 Year Process)

Prior	Expenditures	2025	2026	2027	2028	2029	Total
900,000	Construction Costs 03			6,000,000			6,000,000
Total		Total		6,000,000			6,000,000

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
900,000	Debt Service Fund - Bond			6,000,000			6,000,000
Total		Total		6,000,000			6,000,000

Budget Impact/Other

Project will increase lane mile of road and complexity of the signal system; however traffic congestion will be minimized and will allow for multiple lanes of traffic when being repaired. Project will upgrade the pavement condition, which will reduce the maintenance burden.

Budget Items	2025	2026	2027	2028	2029	Total	Future
Maintenance				10,600	10,930	21,530	59,739
Total	Total			10,600	10,930	21,530	Total

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-19-008

Project Name 84th Street Trail - Giles to Harrison - La Vista

Plan Name Comprehensive Plan

Account Number

Department Public Works - Streets

Contact Deputy Community Developm

Type Improvement

Useful Life

Category Street Improvement

Priority N/A

Dept Priority

Description

Total Project Cost: \$7,690,000

Formerly Corridor 84 Streetscape 1A, 1B, & 1C - The Vision 84 plan calls for "Unique streetscape enhancements along 84th Street" as one of the goals of the master plan. The conceptual design portion of this project has been completed and cost estimates provided. Construction documents have been prepared and a phasing plan for construction has been provided (see below). Improvements will include but are not limited to gateway walls, expanded sidewalks, pedestrian lighting, irrigation and landscaping improvements along the roadway and in the medians from Harrison Street to Giles Road. Proposed phasing plan: Phase 1A - Grading and Infrastructure - \$2M; Phase 1B - Connectivity - \$1.2M; Phase 1C - Bridge-related Improvements - \$3.72M; Phase 2 - La Vista Identity - \$3.4M; Phase 3 - Planting the Corridor - \$3.86M; Phase 4 - Medians - \$1.8M; Phase 5 - Connecting to the Neighborhoods - \$1.58M

Phase 1A includes:

- Grading and drainage easement procurement
- Utility relocations
- Regrading and drainage to accommodate the new storm water drainage plan
- Install conduit for future lighting and irrigation
- Erosion control and temporary cover crop seeding

Phase 1B includes:

- 10' Multi-use concrete sidewalk from Giles to Harrison (both sides)
- New pedestrian curb ramps at intersections
- Erosion control and temporary cover crop seeding

Phase 1C includes:

- Demolition, Erosion Control, Storm Sewer, Grading (Phase 1)
- Excavation for proposed bridge
- Proposed bridge construction
- Channel letdown structure below proposed bridge
- Plug and fill exiting culvert with flowable fill below proposed bridge
- 10' Multi-use concrete sidewalk connection within the limit of disturbance

As part of the 84th Street redevelopment effort, City Ventures, a private development company, is creating a mixed-use project (City Centre). The City's Central Park immediately abuts the development. The Park Master Plan calls for the park and the City Centre project to connect with the west side of 84th Street via an underpass. In anticipation of multiple large-scale events being held in the park and the public spaces in City Centre, the area where the pool is now located is slated to be converted into additional usable public space, potentially festival space.

Anticipated Start Date: 2024

Length of Project: Multiple Years

Estimated Completion Date: March 2027

Justification

In 2010, the City completed a Vision Plan for 84th Street (Vision 84) which included an extensive public process and the adoption of a master plan which called for the 84th Street corridor to become the central city core with a memorable and distinct identity, a vibrant mix of land uses, and creating a sense of community and a high quality of life for residents.

This project would provide an access from Central Park to the space west of 84th Street, connecting both sides of the City and providing pedestrian access to the park and the City Centre development from the west side of the City.

Alternative Funding Options: The City submitted a Community Project Funding Request and was awarded a \$5 M grant for this project.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
2,525,000	Construction Costs 03	2,450,000	2,715,000				5,165,000
Total	Total	2,450,000	2,715,000				5,165,000

Capital Improvement Program

2025 *thru* 2029

Department Public Works - Streets

City of La Vista, Nebraska

Contact Deputy Community Developm

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
2,525,000	Redevelopment Fund - Grant	2,450,000	2,715,000				5,165,000
Total	Total	2,450,000	2,715,000				5,165,000

Budget Impact/Other

As Phases 1A and 1B do not include any specific landscaping improvements, the main area of additional operational cost is the maintenance of the trails. Crews are currently utilizing the utility tractors with a snowblower head to clear the current sidewalks. The width and thickness will allow a pickup truck with a blade to clear the trails. This has a potential to cut the amount of time dedicated to clearing these walkways.

The underpass will have to be regularly inspected and maintained like any other bridge structure.

Budget Items	2025	2026	2027	2028	2029	Total	Future
Maintenance		2,060	2,120	2,190	2,250	8,620	15,000
Total		2,060	2,120	2,190	2,250	8,620	Total

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # **STRT-23-002**Project Name **Bridge Deck Maintenance**

Plan Name

Account Number

Priority

N/A

Dept Priority

Description**Total Project Cost:** \$900,000

This project will identify compromised bridge decks throughout the City for resurfacing and resealing to prevent corrosion to the bridge structure. This project is a placeholder to allow adequate funding.

Anticipated Start Date: October 2026

Length of Project: 1 year

Estimated Completion Date: September 2027

Justification

This project is to ensure the long-term integrity of the City's bridge infrastructure.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03			900,000			900,000
Total			900,000			900,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond			900,000			900,000
Total			900,000			900,000

Budget Impact/Other

This project will decrease maintenance costs.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-24-003

Project Name Hell Creek Rehab - Olive Street

Plan Name One & Six Year Road

Account Number

Department Public Works - Streets

Contact City Engineer

Type Improvement

Useful Life

Category Creek Channel Improvement

Priority N/A

Dept Priority

Description

Total Project Cost: \$250,000

Project intent is to address stream sloughing and exposure of the bridge piers due to the continued degradation of Hell Creek, likely through the installation of large diameter limestone riprap channel armorment, steel sheet pile revetment, or other similar means.

Anticipated Start Date: October 2025

Length of Project: 1 yr

Estimated Completion Date: September 2026

Justification

Per the 2020 bridge inspection report, there is some pier undermining and sloughing banks that will impact the structure if not addressed. This rehab work is an interim condition prior to the Phase 2 Rehabilitation Project of Hell Creek, to which a formal time table and/or scope has not yet been established.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03		250,000				250,000
Total		250,000				250,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond		250,000				250,000
Total		250,000				250,000

Budget Impact/Other

Project will reduce the likelihood of serious maintenance issues due to continued channel degradation.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # **STRT-24-012**Project Name **Streetscape Phase 2**

Plan Name Comprehensive Plan

Account Number

Department Public Works - Streets

Contact Deputy Community Developm

Type Improvement

Useful Life

Category Street Improvement

Priority N/A

Dept Priority

Total Project Cost: \$1,750,000**Description**

With the completion of "84th Street Trail" (Phases 1A-1C of the Streetscape Plan) in FY26, the start of Phase 2 will be the next step in the Streetscape Project. Phase 2 will consist of new decorative streetlights along the 84th Street Corridor. Lighting along the pedestrian path will be added at the same time to improve the comfort, safety and security of pedestrians in the area. This phase will also involve tree plantings on either side of the corridor to replace those trees removed from the Phase 1 activities and enhance the overall tree canopy along the corridor. Finally, the irrigation for the trees and the plantings planned for future phases will be installed at this time as well.

Justification

The Vision 84 plan calls for "Unique streetscape enhancements along 84th Street" as one of the goals of the master plan. The conceptual design portion of this project has been completed and cost estimates provided. Construction documents have been prepared and a phasing plan for construction has been developed.

With the awarding of the congressional earmark for Phases 1A-1C of the Streetscape Project, these phases are expected to start construction in FY25 with completion slated in FY26. As clearing and grubbing for the first phases of the streetscape project will remove a notable number of trees along the corridor, it will be important to replant the trees along this corridor to start their multi-year maturation process. The second phase is also ideal to improve the vehicle and pedestrian lighting along the corridor. Improving the safety of pedestrian traffic along 84th Street after the opening of the Astro and the commencement of concerts.

This project will help achieve goals 1.2 Support and improve the City's unique, high-quality community events and cultural services for residents and visitors, 1.3 Improve the availability and effectiveness of recreational, athletic, educational and park services, 1.5 Maintain safe, accessible, and healthy City parks and trails, 1.6 Create new public spaces and connections, 1.7 Raise awareness of what makes La Vista a great place to live, work, play, shop, visit, and do business, 2.3 Work with stakeholders to create a readily identifiable downtown core that is unique and vibrant with a mixture of entertainment, housing, specialty shops, offices, and other commercial uses, 3.2 Support strategic investment in well-planned and maintained public infrastructure and facilities that meet projected growth and development demands, and 3.3 Provide a safe, efficient, and well-connected multimodal transportation system that contributes to a high quality of life of the 2018 - 2020 STRATEGIC PLAN SUMMARY

Expenditures	2025	2026	2027	2028	2029	Total
Engineering 02			250,000			250,000
Construction Costs 03				1,500,000		1,500,000
Total		250,000		1,500,000		1,750,000

Funding Sources	2025	2026	2027	2028	2029	Total
Redevelopment Fund - Bond			250,000	1,500,000		1,750,000
Total		250,000		1,500,000		1,750,000

Budget Impact/Other

The addition of pedestrian lighting, to the existing levels of street lighting, will increase the annual electric bill for the City. The installation of an irrigation system will also add some costs in relation to maintenance and water usage. These costs will start occurring after the completion of the project.

Maintenance of the landscaping incorporated into this phase of the implementation of the Streetscape Plan will be handled by the existing staff of the Parks Department.

Budget Items	2025	2026	2027	2028	2029	Total	Future
Utilities					30,900	30,900	168,974
Total					30,900	30,900	Total

**Capital Improvement Program
City of La Vista, Nebraska**

2025 *thru* 2029

Department Public Works - Streets

Contact Deputy Community Developm

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-24-013

Project Name Underpass Aesthetic Improvements

Plan Name Comprehensive Plan

Account Number

Department Public Works - Streets

Contact Deputy Community Developm

Type Improvement

Useful Life

Category Redevelopment

Priority N/A

Dept Priority

Description

Total Project Cost: \$250,000

With the design of the underpass underway, it is an important time to design the related aesthetic treatments to and around the underpass structure, as discussed within the Vision 84 and Civic Center Park Plan documents. As conceptual design nears completion final design and adjustments to the underpass construction documents prior to the underpass' construction in FY25-26.

Justification

In 2010, the City completed a Vision Plan for 84th Street (Vision 84) which included an extensive public process and the adoption of a master plan which called for the 84th Street corridor to become the central city core with a memorable and distinct identity, a vibrant mix of land uses, and creating a sense of community and a high quality of life for residents. Both plans depicted an underpass structure that serves as an iconic feature for both vehicles and pedestrians as they are passing through La Vista.

Alternative Funding Options:

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03			250,000			250,000
Total			250,000			250,000

Funding Sources	2025	2026	2027	2028	2029	Total
Redevelopment Fund - Bond			250,000			250,000
Total			250,000			250,000

Budget Impact/Other

The aesthetic improvements are planned to be incorporated into the overall structure of the underpass. Maintenance of the Underpass Aesthetic Improvements will be handled through the maintenance of the overall structure.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-25-003

Project Name West Giles Road Viaduct (Feasibility Study)

Department Public Works - Streets

Contact City Engineer

Type Construction

Useful Life

Category Railroad Crossing Improvemen

Priority N/A

Plan Name

Account Number

Dept Priority

Description

Total Project Cost: \$100,000

Feasibility study to define the project extents to eliminate one or all at-grade crossings of the BNSF Railroad near 132nd Street and Giles Road and to reduce any remaining roadway/railway conflict points as to provide for a safer and more efficient movement of goods, services, and the general public.

Anticipated Start Date: October 2026

Length of Project: 1 yr

Estimated Completion Date: September 2027

Justification

Study intent is to study the project area and to provide the feasibility of reducing roadway/railway conflict points in the heavy commercial and commuter corridor increasing overall safety and efficiency of the asset.

Alternative Funding Options: Anticipating applying for Railroad Crossing Elimination (RCE) federal funds, as a cost share. BNSF has also recently published information about Consolidated Rail Infrastructure Safety Improvements (CRISI) grants which may also be considered if eligible.

Expenditures	2025	2026	2027	2028	2029	Total
Planning/Study/Design 01			100,000			100,000
Total			100,000			100,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond			100,000			100,000
Total			100,000			100,000

Budget Impact/Other

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-25-004

Project Name 99th & Giles Signal Improvements

Plan Name Comprehensive Plan

Account Number

Department Public Works - Streets

Contact City Engineer

Type Improvement

Useful Life

Category Street Improvement

Priority N/A

Dept Priority

Total Project Cost: \$550,000

Description

Project includes design and construction of a traffic signal at the intersection of 99th Street and Giles Road, as well as the construction of a channelizing median island to restrict the 98th Plaza intersection to 3/4 access. The intersection improvements will optimize traffic operations at the intersection of 99th Street and Giles Road and eliminate the through and left moments from the minor legs of 98th Plaza and the Val Verde Commercial Access. Project was identified a result of the increased demands due in part to the multifamily development of Lots 1-3 Mayfair Second Addition Replat Seven.

Anticipated Start Date: October 2026

Length of Project: 1 year

Estimated Completion Date: September 2027

Justification

The development of these lots into a senior living community will result in an increase in traffic that will warrant the construction of a traffic signal in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Hubbell development is sharing in the costs of said improvements in accordance with the Replat and Subdivision Agreement executed on 7/5/2023 between City Council and the developer. The subdivider shall construct and install markings and signage for a Two Way Left Turn lane along 99th from Hillcrest Plaza to Gary Street and along Brentwood Drive from 97th Circle to the existing striping for the 96th street signal. The subdivider shall pay the City 25% of the cost to design and construct said signal. The developer shall also be responsible for the construction of a channelized median with signage at the intersection of 98th Plaza and Giles Road.

Alternative Funding Options:

Expenditures	2025	2026	2027	2028	2029	Total
Engineering 02	100,000					100,000
Construction Costs 03	450,000					450,000
Total	550,000					550,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond	550,000					550,000
Total	550,000					550,000

Budget Impact/Other

Annual maintenance costs associated with this project including electricity, concrete repair, and staffing costs until the signal reaches its service lifespan in 20 to 25 years. At the end of service life, signal will likely need major replacement of certain items, such as the signal controller, detection systems, cabinet and/or signal heads.

Budget Items	2025	2026	2027	2028	2029	Total	Future
Maintenance	1,000	1,000	1,000	1,000	1,000	5,000	11,000
Utilities	1,200	1,200	1,200	1,200	1,200	6,000	
Total	2,200	2,200	2,200	2,200	2,200	11,000	Total

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-25-005

Project Name Concrete Base Repair - PV Heights Neighborhood

Plan Name Pavement Management Plan

Account Number

Department Public Works - Streets

Contact Deputy Director of Public Wor

Type Reconstruction

Useful Life 20 years

Category Street Reconstruction

Priority N/A

Dept Priority

Total Project Cost: \$2,300,000

Concrete panel replacement in the Parkview Heights neighborhood from 84th St. to 93rd St. and Giles Rd. to Harrison St. This is a two-year base repair project to facilitate a UBAS overlay in 2026 and 2027.

Anticipated Start Date: April 2025

Length of Project: 16 months

Estimated Completion Date: July 2026

Justification

Previous residential rehab projects in the CIP have worked in neighborhoods east of 84th St. City Council set target PCI ratings in 2021 for residential streets at 70. Majority of the streets in this neighborhood average in the mid 60's to low 70's PCI ratings and that makes it a good candidate for this type of rehab work.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03	1,150,000	1,150,000				2,300,000
Total	1,150,000	1,150,000				2,300,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond	1,150,000	1,150,000				2,300,000
Total	1,150,000	1,150,000				2,300,000

Budget Impact/Other

Maintenance savings will come when UBAS overlay is performed in 2027.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-25-006

Project Name UBAS Parking Lot Preservation

Plan Name One & Six Year Road

Account Number

Department Public Works - Streets

Contact Deputy Director of Public Wor

Type Improvement

Useful Life 10 years

Category Parking Lot Improvement

Priority N/A

Dept Priority

Description

Total Project Cost: \$600,000

Ultra-thin bonded asphalt overlay on City owned parking lots at Cabela's and the Police Department.

Anticipated Start Date: May 2025

Length of Project: 2 Months

Estimated Completion Date: June 2025

Justification

The City owned parking lots at both Cabela's and the Police Department are starting to deteriorate with large cracking and joint spalling. This project would preserve the integrity of that structure by laying a new UBAS wearing surface on top of the existing concrete.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03		600,000				600,000
Total	600,000					600,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond		600,000				600,000
Total	600,000					600,000

Budget Impact/Other

This project will decrease maintenance costs performed by public works mainly related to pothole patching in the lots.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-26-003

Project Name UBAS Street Rehab - PV Heights Neighborhood

Plan Name One & Six Year Road

Account Number

Department Public Works - Streets

Contact Deputy Director of Public Works

Type Improvement

Useful Life 10 years

Category Street Improvement

Priority N/A

Dept Priority

Description

Total Project Cost: \$1,800,000

Ultra-thin bonded asphalt overlay in Parkview Heights neighborhood between 84th St. and 93rd St. from Harrison St. to Giles Rd. This project is tied to the concrete base repair project (STRT-25-005) that is scheduled to be completed half in 2025 and half in 2026. The UBAS overlay will take place in 2026 and 2027, and will provide a new asphalt wearing course to protect the concrete sub-structure.

Anticipated Start Date: May 2026

Length of Project: 13 months

Estimated Completion Date: June 2027

Justification

Previous residential UBAS projects in the CIP have worked in neighborhoods east of 84th St. City Council set target PCI ratings in 2021 for residential streets at 70. Majority of the streets in this neighborhood average in the mid 60's to low 70's PCI ratings and that makes it a good candidate for this type of rehab work.

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03		900,000	900,000			1,800,000
Total		900,000	900,000			1,800,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond		900,000	900,000			1,800,000
Total		900,000	900,000			1,800,000

Budget Impact/Other

This project will decrease maintenance costs associated with pothole patching activities in the spring.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-26-004

Project Name Val Vista, Mayfair, & Southwind - Crack Sealing

Plan Name Pavement Management Plan

Account Number

Department Public Works - Streets

Contact Deputy Director of Public Works

Type Improvement

Useful Life <10 years

Category Street Improvement

Priority N/A

Dept Priority

Description

Total Project Cost: \$100,000

Pavement crack sealing starting in the Val Vista, Mayfair, and Southwind neighborhoods. To maintain the current PCI ratings in these neighborhoods, crack sealing will be completed as a proactive method to prevent further deterioration.

Anticipated Start Date: April 2026

Length of Project: 3 months

Estimated Completion Date: July 2026

Justification

Most of the residential streets in these neighborhoods are in good condition with PCI ratings above 75. In the pavement management plan it identifies the need to do corrective maintenance to keep the good streets good. This project falls into that low cost preventative maintenance strategy.

Alternative Funding Options: N/A

Expenditures	2025	2026	2027	2028	2029	Total
Construction Costs 03		100,000				100,000
Total		100,000				100,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond		100,000				100,000
Total		100,000				100,000

Budget Impact/Other

This project will decrease maintenance costs in the long-term by preventing pavement deterioration that would require more significant maintenance activities.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-28-003

Project Name 84th Street Resurfacing (10 Year Cycle)

Plan Name Pavement Management Plan

Account Number

Department Public Works - Streets

Contact City Engineer

Type Improvement

Useful Life

Category Street Improvement

Priority N/A

Dept Priority

Description

Total Project Cost: \$2,160,000

Project intent is to design and construct an asphalt mill and overlay of the 84th Street from Giles Road to Harrison Street, inclusive of inlaid permanent pavement markings (striping).

Anticipated Start Date: October 2027

Length of Project: 2 yrs

Estimated Completion Date: September 2029

Justification

Typically, asphalt mill and overlay over concrete base in on an arterial roadway segment will require another mill and overlay operation within 8-12 years. The MAPA 2020 Traffic Flow Map shows this segment of 84th has an Average Annual Daily Traffic Volume of 22,000 vehicles per day near Giles Road to 30,000 vehicles per day near Harrison Street.

Expenditures	2025	2026	2027	2028	2029	Total
Engineering 02				360,000		360,000
Construction Costs 03					1,800,000	1,800,000
Total				360,000	1,800,000	2,160,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond				360,000	1,800,000	2,160,000
Total				360,000	1,800,000	2,160,000

Budget Impact/Other

Keeping the segment in a state of good repair will keep the maintenance burden to crack sealing in the out years.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-28-004

Project Name 72nd Street Concrete Panel Repair

Department Public Works - Streets

Contact City Engineer

Type Reconstruction

Useful Life

Category Street Reconstruction

Priority N/A

Plan Name Pavement Management Plan Account Number

Dept Priority

Total Project Cost: \$2,400,000

Description

Project intent is to construct a Portland Cement Concrete (PCC) panel repair project for 72nd Street from Giles Road to Harrison Street, likely with full depth removal and replacement of failed concrete panels, re-marking of permanent pavement markings (striping), and replacement of ADA curb ramps to current standard as applicable.

Anticipated Start Date: October 2027

Length of Project: 2 yr

Estimated Completion Date: September 2029

Justification

72nd Street is a vital north/south arterial reaching from Platteview Road to Washington County. Recent PCI ratings show the roadway segment to be generally in a "Poor" rating (PCI of 40 to 55), with the segment from Florence to Joesph rating as "Very Poor" (PCI of 25-40). The MAPA 2020 Traffic Flow Maps shows an Average Annual Daily Traffic Volume of 20,000 Vehicles per Day, which emphasizes the need to keep the roadway segment in good repair.

Expenditures	2025	2026	2027	2028	2029	Total
Engineering 02				400,000		400,000
Construction Costs 03					2,000,000	2,000,000
Total				400,000	2,000,000	2,400,000

Funding Sources	2025	2026	2027	2028	2029	Total
Debt Service Fund - Bond				400,000	2,000,000	2,400,000
Total				400,000	2,000,000	2,400,000

Budget Impact/Other

Overall reduction in maintenance burden through the 10-year long range horizon.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # STRT-99-001

Project Name Street Rehabilitation

Plan Name One & Six Year Road

Account Number

Department Public Works - Streets

Contact City Engineer

Type Reconstruction

Useful Life

Category Street Reconstruction

Priority N/A

Dept Priority

Description

Total Project Cost: \$17,500,000

Street rehabilitation including ultra-thin bonded asphalt overlay and 2" mill and asphalt overlay.

This project is a placeholder for future street rehabilitation projects that have not yet been specified. Once a specific project has been identified, the funding from this placeholder will be moved to that specific project in the CIP.

Justification

Funding street improvement projects to maintain target PCI's set by the City Council.

Expenditures	2025	2026	2027	2028	2029	Total	Future
Construction Costs 03			1,250,000	1,250,000	2,500,000	5,000,000	12,500,000
Total			1,250,000	1,250,000	2,500,000	5,000,000	Total

Funding Sources	2025	2026	2027	2028	2029	Total	Future
Debt Service Fund - Bond			1,250,000	1,250,000	2,500,000	5,000,000	12,500,000
Total			1,250,000	1,250,000	2,500,000	5,000,000	Total

Budget Impact/Other

These projects will decrease maintenance costs.

Capital Improvement Program

2025 *thru* 2029

City of La Vista, Nebraska

Project # PARK-20-002

Project Name Swimming Pool Design & Construction

Plan Name Park & Rec Master

Account Number

Department Swimming Pool

Contact Asst. City Administrator

Type Construction

Useful Life

Category Park Improvement

Priority N/A

Dept Priority

Total Project Cost: \$8,000,000

Description

The current swimming pool is 60+ years old and has reached the end of its useful life. It requires significant maintenance each year in order to get the pool operational for the season and replacement parts are often unavailable and must be manufactured. Additionally, the Civic Center Park Master Plan calls for the park to connect to the west side of 84th Street via an underpass, which would be located directly adjacent to the existing pool site. In order to facilitate the underpass connection and utilize the space west of 84th Street it is necessary to demolish the existing pool and construct a new one in a different location. Construction of a new pool is currently programmed in FY27.

Anticipated Start Date: 2026 (Design), 2028 (Construction)

Length of Project:

Estimated Completion Date: 2029

Justification

The goal of this project is to continue to provide a functional municipal pool to our citizens and accommodate the connection between Civic Center Park and the west side of the City. Preliminary design work has been substantially completed on a new pool and public meetings have been held to receive input regarding the design and potential location of a new pool. The City Council has selected a site in Central Park West near 87th Street.

Alternative Funding Options:

Expenditures	2025	2026	2027	2028	2029	Total
Planning/Study/Design 01		800,000				800,000
Construction Costs 03				5,400,000	1,800,000	7,200,000
Total		800,000		5,400,000	1,800,000	8,000,000

Funding Sources	2025	2026	2027	2028	2029	Total
Redevelopment Fund - Bond		800,000		5,400,000	1,800,000	8,000,000
Total		800,000		5,400,000	1,800,000	8,000,000

Budget Impact/Other

There will be increased personnel, utility and operational costs associated with a larger aquatic facility. The City's swimming pool consultant, Waters Edge, provided expense projections (2022 numbers) based on assumptions relative to the size of the pool, programming and hours of operation. The numbers shown below as operational impact are the difference between what we have budgeted currently for pool operations and the Water's Edge projections. Annual increases of 3% are assumed.

Budget Items	2025	2026	2027	2028	2029	Total	Future
Maintenance					71,626	71,626	2,036,067
Other					74,279	74,279	
Staff Cost (Salary, Benefits)					265,583	265,583	
Utilities					44,796	44,796	
Total					456,284	456,284	Total

Unprogrammed Projects

City of La Vista, Nebraska
Capital Improvement Program

PENDING PROJECTS

(Includes projects with a 'Status' set to 'Pending')

Project Name	Department	Project #	Priority	Project Cost
Pending				
Municipal Campus Improvements	Administration	ADMN-25-001	n/a	
TOTAL				
Pending				
City Centre Parking #3	Community Development	CMDV-20-001	n/a	15,000,000
TOTAL				
Pending				
Library Parking Lot Rehab	Library	LIBR-22-001	n/a	600,000
TOTAL				
Pending				
City Centre Plaza Space Improvements	Public Works - Parks	PARK-23-001	n/a	4,000,000
Ardmore Park Shelter Lighting & Electricity	Public Works - Parks	PARK-28-001	n/a	75,000
Childrens Park Playground	Public Works - Parks	PARK-29-001	n/a	300,000
Ardmore Park Playground	Public Works - Parks	PARK-31-001	n/a	300,000
Apollo Park Playground	Public Works - Parks	PARK-33-001	n/a	200,000
TOTAL				
4,875,000				
Pending				
Sports Complex Replace Baseball Backstops	Public Works - Sports Complex	SPRT-26-001	n/a	150,000
Sports Complex Maintenance/Storage Building	Public Works - Sports Complex	SPRT-28-002	n/a	218,000
Sports Complex Parking - Soccer Parking Lot	Public Works - Sports Complex	SPRT-29-001	n/a	500,000
Sports Complex Baseball Concession Renovation	Public Works - Sports Complex	SPRT-30-001	n/a	150,000
TOTAL				
1,018,000				
Pending				
66th Street Reconstruction	Public Works - Streets	STRT-17-002	n/a	8,420,000
118th Street West Papio Trail Access	Public Works - Streets	STRT-24-007	n/a	50,000
125th St Storm Sewer Rehabilitation	Public Works - Streets	STRT-24-008	n/a	500,000
Heartwood Road Storm Sewer Rehabilitation	Public Works - Streets	STRT-24-009	n/a	500,000
Portal Road - Giles Road to 97th Street	Public Works - Streets	STRT-24-011	n/a	5,000,000
Streetscape Phase 3	Public Works - Streets	STRT-29-001	n/a	6,996,000
108th Street Resurfacing (10 Year Cycle)	Public Works - Streets	STRT-30-001	n/a	2,500,000
Giles Rd Widening - Phase 2	Public Works - Streets	STRT-30-002	n/a	13,000,000
96th St & Giles Rd - Intersection Improvements	Public Works - Streets	STRT-31-001	n/a	3,000,000
Streetscape Phase 4	Public Works - Streets	STRT-31-002	n/a	2,986,500
108th St & Brentwood Dr Intersection Improvements	Public Works - Streets	STRT-33-001	n/a	650,000

Project Name	Department	Project #	Priority	Project Cost
TOTAL				43,602,500

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 21, 2024 AGENDA

Subject:	Type:	Submitted By:
AWARD BID – PHASE III IMPROVEMENTS: CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to award a contract to Valley Corporation, Valley, Nebraska for the Central Park Phase III Improvements: Central Park Road and Pedestrian Lighting, for the installation of road and pedestrian lighting within Central Park in an amount not to exceed \$606,994.25.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

On April 2, 2024, the City Council approved a resolution authorizing the advertisement for bids for the Central Park Phase III Improvements: Central Park Road and Pedestrian Lighting project. The plans and specifications for this project have been completed by Alvine Engineering as a sub-consultant of RDG Planning and Design. Bids were opened on May 7, 2024, at 10:00am in City Council Chambers to which five (5) bids were received.

- Valley Corporation \$606,994.25
- Vierregger Electric Co. \$624,247.50
- Omaha Electric Service \$631,976.00*
- Commonwealth Electric \$733,060.37
- Sadler Electric \$741,072.50

*Omaha Electric bid with correction of an error in bid items # 21-24

After the bid opening, staff was informed by Omaha Electric Service of a significant calculation error in their bid. Due to this calculation error, staff does not consider Omaha Electric Service's bid as a responsive bid. The lowest bid received was from Valley Corporation with a base bid of \$606,994.25. This bid was 3.25% less than the engineer's estimate of \$627,415.57. Work is anticipated to begin in June of 2024 with completion in September of 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO VALLEY CORPORATION, VALLEY, NEBRASKA FOR THE CENTRAL PARK PHASE III IMPROVEMENTS: CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED \$606,994.25.

WHEREAS, the City Council of the City of La Vista has determined that the construction of road and pedestrian lighting in Central Park is necessary; and

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

WHEREAS, bids were solicited, and five (5) 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 Valley Corporation, Valley, Nebraska for the Central Park Phase III Improvements: Central Park Road and Pedestrian Lighting Project in an amount not to exceed \$606,994.25.

PASSED AND APPROVED THIS 21ST DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Client: City of La Vista
 Project: Central Park Phase 3
 Location: City of La Vista - City Hall
 Bid Date: Tuesday, May 7, 2024



Bid Quantities			Vierregger Electric Co.		Valley Corp.		Sadler Electric		Commonwealth Electric		Omaha Electric*		
No.	Description	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Selective Demolition, Direct-bury wire (UG Conduit)	900	LF	\$ 1.00	\$ 900.00	\$ 5.24	\$ 4,716.00	\$ 1.50	\$ 1,350.00	\$ 6.87	\$ 6,183.00	\$ 1.78	\$ 1,602.00
2	Selective Demolition, wood pole, 25' high	2	EA	\$ 1,015.00	\$ 2,030.00	\$ 1,179.42	\$ 2,358.84	\$ 1,176.00	\$ 2,352.00	\$ 257.63	\$ 515.26	\$ 221.00	\$ 442.00
3	Selective Demolition, lighting control	1	LS	\$ 7,533.00	\$ 7,533.00	\$ 1,179.42	\$ 1,179.42	\$ 345.00	\$ 345.00	\$ 3,435.10	\$ 3,435.10	\$ 317.00	\$ 317.00
4	Lighting Circuits - Wire, copper, stranded, 600 volt #10, type THWN, normal installation conditions in conduit	207	CLF	\$ 100.00	\$ 20,700.00	\$ 105.38	\$ 21,813.66	\$ 95.00	\$ 19,665.00	\$ 103.62	\$ 21,449.34	\$ 197.00	\$ 40,779.00
5	Lighting Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	110	CLF	\$ 125.00	\$ 13,750.00	\$ 135.52	\$ 14,907.20	\$ 155.00	\$ 17,050.00	\$ 163.96	\$ 18,035.60	\$ 302.00	\$ 33,220.00
6	Receptacle Circuits - Wire, copper, stranded, 600 volt, #12, type THWN, normal installation conditions in conduit	18	CLF	\$ 88.00	\$ 1,584.00	\$ 92.28	\$ 1,661.04	\$ 72.00	\$ 1,296.00	\$ 74.48	\$ 1,340.64	\$ 160.00	\$ 2,880.00
7	Receptacle Circuits - Wire, copper, stranded, 600 volt, #10, type THWN, normal installation conditions in conduit	70	CLF	\$ 100.00	\$ 7,000.00	\$ 105.38	\$ 7,376.60	\$ 95.00	\$ 6,650.00	\$ 103.80	\$ 7,266.00	\$ 194.00	\$ 13,580.00
8	Receptacle Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	88	CLF	\$ 125.00	\$ 11,000.00	\$ 135.52	\$ 11,925.76	\$ 155.00	\$ 13,640.00	\$ 164.91	\$ 14,512.08	\$ 303.00	\$ 26,664.00
9	Receptacle Circuits - Wire, copper, stranded, 600 volt, #6, type THWN, normal installation conditions in conduit	98	CLF	\$ 162.00	\$ 15,876.00	\$ 168.29	\$ 16,492.42	\$ 200.00	\$ 19,600.00	\$ 200.93	\$ 19,691.14	\$ 400.00	\$ 39,200.00
10	Lighting Circuits – PVC conduit, Sch. 40, ¾" diameter including terminations, fittings	157	CLF	\$ 111.00	\$ 17,427.00	\$ 58.09	\$ 9,120.13	\$ 395.00	\$ 62,015.00	\$ 763.95	\$ 119,940.15	\$ 306.00	\$ 48,042.00
11	Receptacle Circuits – PVC conduit, Sch. 40, ¾" diameter including terminations, fittings	137	CLF	\$ 111.00	\$ 15,207.00	\$ 88.56	\$ 12,132.72	\$ 395.00	\$ 54,115.00	\$ 770.82	\$ 105,602.34	\$ 307.00	\$ 42,059.00
12	Pull boxes, composite, weatherproof, type NEMA 3R	70	EA	\$ 366.00	\$ 25,620.00	\$ 1,313.83	\$ 91,968.10	\$ 1,210.00	\$ 84,700.00	\$ 586.77	\$ 41,073.90	\$ 756.00	\$ 52,920.00

13	Lighting Circuits - Ground wire, copper, insulated, solid, #8	158.5	CLF	\$ 125.00	\$ 19,812.50	\$ 126.80	\$ 20,097.80	\$ 136.00	\$ 21,556.00	\$ 129.86	\$ 20,582.81	\$ 100.00	\$ 15,850.00
14	Receptacle Circuits - Ground wire, copper, insulated, solid, #8	137	CLF	\$ 125.00	\$ 17,125.00	\$ 126.80	\$ 17,371.60	\$ 136.00	\$ 18,632.00	\$ 130.55	\$ 17,885.35	\$ 100.00	\$ 13,700.00
15	Lighting Ground Rod - Ground wire, copper, bare, solid, #8	3	CLF	\$ 125.00	\$ 375.00	\$ 167.08	\$ 501.24	\$ 175.00	\$ 525.00	\$ 138.45	\$ 415.35	\$ 99.00	\$ 297.00
16	Grounding rod, copper clad, 8' long, 1/2" diameter	59	EA	\$ 147.00	\$ 8,673.00	\$ 88.54	\$ 5,223.86	\$ 105.00	\$ 6,195.00	\$ 166.00	\$ 9,794.00	\$ 107.00	\$ 6,313.00
17	Grounding clamp, bronze, 1/2" diameter	59	EA	\$ 80.00	\$ 4,720.00	\$ 23.44	\$ 1,382.96	\$ 13.50	\$ 796.50	\$ 30.44	\$ 1,795.96	\$ 20.00	\$ 1,180.00
18	Trenching, Backfill	6970	LF	\$ 7.00	\$ 48,790.00	\$ 13.85	\$ 96,534.50	\$ 3.50	\$ 24,395.00	\$ 6.01	\$ 41,889.70	\$ 2.50	\$ 17,425.00
19	Direct-bore underneath existing paved surfaces	100	LF	\$ 22.62	\$ 2,262.00	\$ 21.72	\$ 2,172.00	\$ 20.75	\$ 2,075.00	\$ 30.68	\$ 3,068.00	\$ 68.00	\$ 6,800.00
20	Receptacle, duplex GFCI, 20A with box, weatherproof while-in-use cover, 3/4" PVC and wire	59	EA	\$ 388.00	\$ 22,892.00	\$ 72.03	\$ 4,249.77	\$ 360.00	\$ 21,240.00	\$ 205.75	\$ 12,139.25	\$ 95.00	\$ 5,605.00
21	Type SPC, 14ft pole, concrete base	28	EA	\$ 5,674.00	\$ 158,872.00	\$ 3,252.37	\$ 91,066.36	\$ 5,725.00	\$ 160,300.00	\$ 4,539.32	\$ 127,100.96	\$ 4,050.00	\$ 113,400.00
22	Type SPD, 20ft pole, concrete base	9	EA	\$ 5,898.00	\$ 53,082.00	\$ 3,197.45	\$ 28,777.05	\$ 5,725.00	\$ 51,525.00	\$ 3,836.62	\$ 34,529.58	\$ 4,263.00	\$ 38,367.00
23	Type SPE, 20ft pole, concrete base	22	EA	\$ 5,898.00	\$ 129,756.00	\$ 3,189.50	\$ 70,169.00	\$ 5,725.00	\$ 125,950.00	\$ 3,836.62	\$ 84,405.64	\$ 4,228.00	\$ 93,016.00
24	Surveying and Staking	1	LS	\$ 3,360.00	\$ 3,360.00	\$ 8,355.48	\$ 8,355.48	\$ 10,710.00	\$ 10,710.00	\$ 2,833.78	\$ 2,833.78	\$ 3,777.00	\$ 3,777.00
25	Lighting Control, material	1	LS	\$ 9,811.00	\$ 9,811.00	\$ 31,757.18	\$ 31,757.18	\$ 10,645.00	\$ 10,645.00	\$ 7,441.89	\$ 7,441.89	\$ 9,760.00	\$ 9,760.00
26	Lighting Control, installation and commissioning	1	LS	\$ 6,090.00	\$ 6,090.00	\$ 33,683.56	\$ 33,683.56	\$ 3,750.00	\$ 3,750.00	\$ 10,133.55	\$ 10,133.55	\$ 4,781.00	\$ 4,781.00
BID TOTAL:				\$ 624,247.50	\$ 606,994.25		\$ 741,072.50		\$ 733,060.37		\$ 631,976.00		

*Omaha Electric bid with correction of error in bid items 21-24

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 21, 2024 AGENDA**

Subject:	Type:	Submitted By:
STRATEGIC PLAN UPDATE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RACHEL CARL ASSISTANT TO THE CITY ADMINISTRATOR

SYNOPSIS

A resolution to adopt the 2024-2027 Strategic Plan update, a product of the Strategic Visioning Session held at La Vista Public Library on Saturday, February 24, 2024.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The attached document summarizes the updated strategic vision of the City, created by the City Council with support and input from staff representing all departments. While the Strategic Priorities previously adopted – Quality of Life & Community Identity, Economic Vitality, Infrastructure Investment, Safe Community & Thriving Neighborhoods, and Governance & Fiscal Responsibility – carry forward, adjustments were made to the goals.

Staff has started identifying actions that support the draft goals and ways to measure the performance on these actions. Once the Strategic Priorities and Goals are adopted, additional actions may be identified as each department will work on their individual department plan. Once department plans are complete, a final Strategic Plan document including all action items will be presented to the Mayor and City Council at future meeting.

Attached is a draft of the 2024-2027 Strategic Plan update.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT THE 2024-2027 STRATEGIC PLAN UPDATE.

WHEREAS, the Mayor and City Council recognize the importance and value of having a deliberate planning process to help guide all facets of city government; and

WHEREAS, the Mayor and City Council believe that it is essential to set goals and review them periodically to ensure progress; and

WHEREAS, on Saturday, February 24, 2024 the Mayor and City Council held a work session to update the City's Strategic Plan; and

WHEREAS, the attached Strategic Plan 2024 – 2027 update is developed as a collaborative effort between the Mayor and City Council and the City's leadership team and establishes the organizational priorities for a four year planning period;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Strategic Plan 2024 – 2027 update as attached and presented at the May 21, 2024 City Council meeting.

PASSED AND APPROVED THIS 21ST DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



2024 - 2027 Strategic Plan

Our Priorities

1. Quality of Life & Community Identity

- 1.1 - Provide unique, high-quality community events and amenities for residents and visitors
- 1.2 - Ensure the quality and availability of recreational, athletic and educational services
- 1.3 - Provide and maintain safe, accessible and healthy City parks, trails and public spaces
- 1.4 - Raise awareness of what makes La Vista a great place to live, visit and do business

2. Economic Vitality

- 2.1 - Create a readily identifiable downtown core that is unique and vibrant
- 2.2 - Continue investment in infrastructure and facilities
- 2.3 - Strengthen local and regional coordination and collaboration related to business and economic development

3. Infrastructure Investment

- 3.1 - Meet growing infrastructure and facilities demands
- 3.2 - 84th Street Redevelopment
- 3.3 - Provide a safe, efficient and well-connected multimodal transportation system that contributes to a high quality of life

4. Safe Community & Thriving Neighborhoods

- 4.1 - Meet or exceed professional standards for police, fire and emergency services
- 4.2 - Ensure that City neighborhoods are safe, appealing and enduring
- 4.3 - Promote quality development and land use practices

5. Governance & Fiscal Responsibility

- 5.1 - Govern in a transparent, efficient, accountable and responsive manner
- 5.2 - Ensure the City's ability to meet service demands and obligations
- 5.3 - Strengthen the City's organizational capacity and promote a trained, talented and energized workforce
- 5.4 - Expand use of technology to improve services

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 21, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – POLICE PORTABLE RADIOS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to approve the purchase of four (4) Motorola APX 6000 Portable Radios from Motorola Solutions Inc., Chicago, Illinois in an amount not to exceed \$26,550.40.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The four portable radios are required to equip six new officers' positions. The Police Department currently has no spare portable radios with full encryption capabilities available. The purchase of four radios will equip each officer with a radio, with no spare radios available. Motorola is a sole-source provider, and the prices are based off the Nebraska State contract.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FOUR (4) MOTOROLA APX 6000 PORTABLE RADIOS FROM MOTOROLA SOLUTIONS, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$26,550.40.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new portable radios are necessary, and

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

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

WHEREAS, Motorola Solutions is a highly qualified specialty public safety communications provider, 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 authorize the purchase of four (4) Motorola APX 6000 portable radios from Motorola Solutions, Chicago, Illinois in an amount not to exceed \$26,550.40.

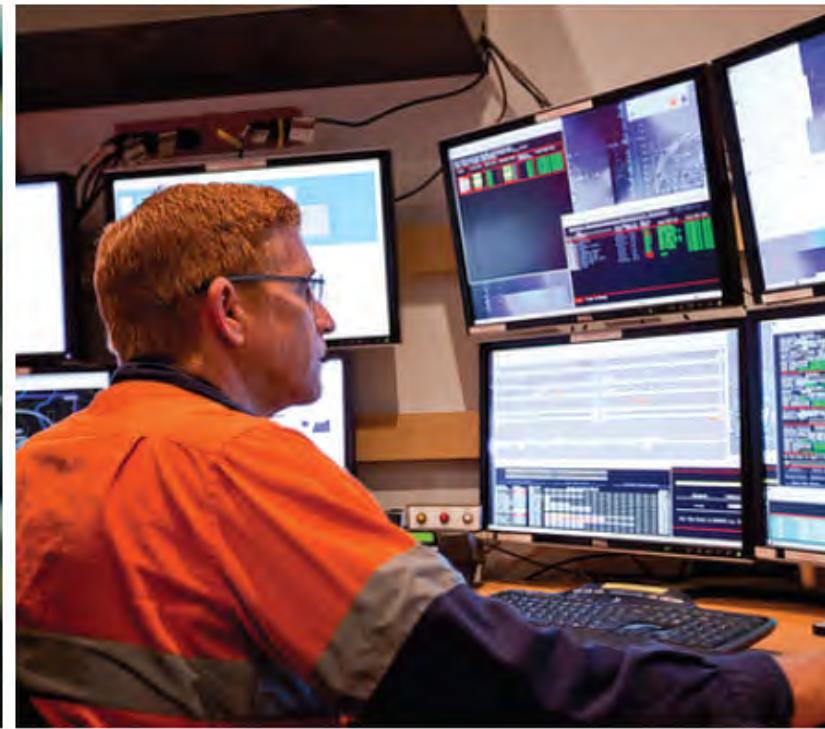
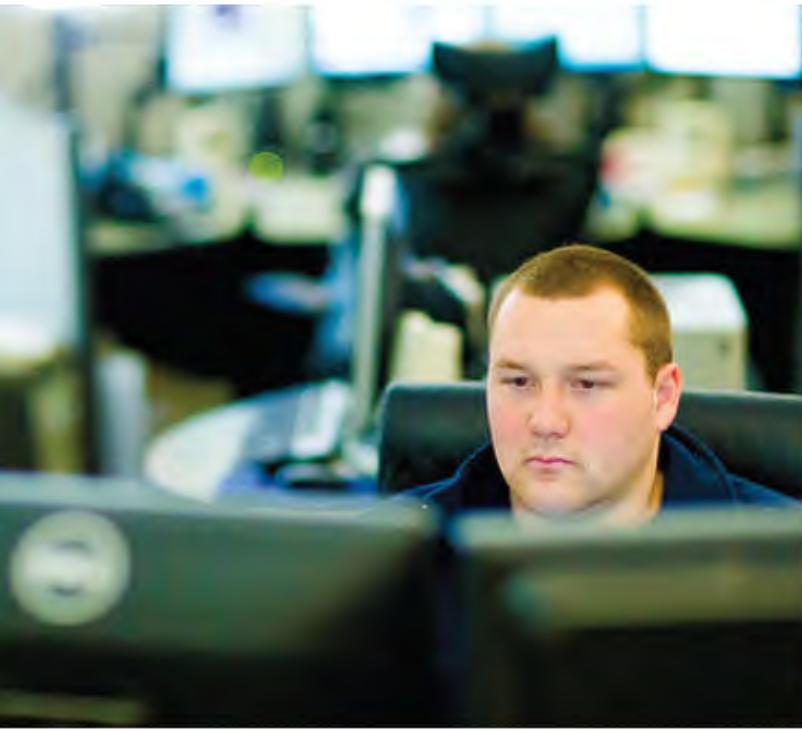
PASSED AND APPROVED THIS 21ST DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



LA VISTA POLICE DEPT

05/10/2024

05/10/2024

LA VISTA POLICE DEPT
8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Kraig Gomon,

Motorola Solutions is pleased to present LA VISTA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LA VISTA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Bob Stephany at bobs@firstwirelessinc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Stephany

Motorola Solutions Manufacturer's Representative

Billing Address:
 LA VISTA POLICE DEPT
 8116 PARK VIEW BLVD
 LA VISTA, NE 68128
 US

Quote Date:05/10/2024
 Expiration Date:07/09/2024
 Quote Created By:
 Bob Stephany
 bobs@firstwirelessinc.com

End Customer:
 LA VISTA POLICE DEPT
 Kraig Gomon
 kgomon@cityoflavista.org
 14023311582

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	4	\$8,183.50	\$5,783.65	\$23,134.60
1a	H869BZ	ENH: MULTIKEY	4			
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4			
1c	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	4			
1d	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	4			
1e	Q361AR	ADD: P25 9600 BAUD TRUNKING	4			
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	4			
1g	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	4			
1h	QA00580AC	ADD: TDMA OPERATION	4			
1i	QA03399AA	ADD: ENHANCED DATA APX	4			
1j	H38BT	ADD: SMARTZONE OPERATION	4			
1k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	4			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	4			
1m	QA09113AB	ADD: BASELINE RELEASE SW	4			
1n	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	4			
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	8	\$188.27	\$131.79	\$1,054.32
3	PMMN4135B	ACCESSORY KIT,XVP850 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB	4	\$507.60	\$355.32	\$1,421.28
4	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	4	\$186.50	\$130.55	\$522.20
	APX™ Radio Management	RADIO MANAGEMENT				
5	T7913A	RADIO MANAGEMENT OFFLINE	1	\$110.00	\$104.50	\$418.00
5a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	4			

Grand Total **\$26,550.40(USD)**



Purchase Order Checklist

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 21, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – POLICE MOBILE RADIOS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to approve the purchase of two (2) Motorola APX 6500 Mobile Radios from Motorola Solutions Inc., Chicago, Illinois in an amount not to exceed \$13,135.96.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The two mobile radios are required to equip two newly purchased police vehicles replacing existing and outdated mobile radios. AN Series radios from police vehicles decommissioned in 2024 no longer have the capability to be updated to current standards and Motorola no longer supports repairs of AN series radios. The two (2) BN Series radios will replace the outdated AN series radios.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) MOTOROLA APX 6500 MOBILE RADIOS FROM MOTOROLA SOLUTIONS, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$13,135.96.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new mobile radios are necessary, and

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

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

WHEREAS, Motorola Solutions is a highly qualified specialty public safety communications provider, 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 authorize the purchase of two (2) Motorola APX 6500 mobile radios from Motorola Solutions, Chicago, Illinois in an amount not to exceed \$13,135.96.

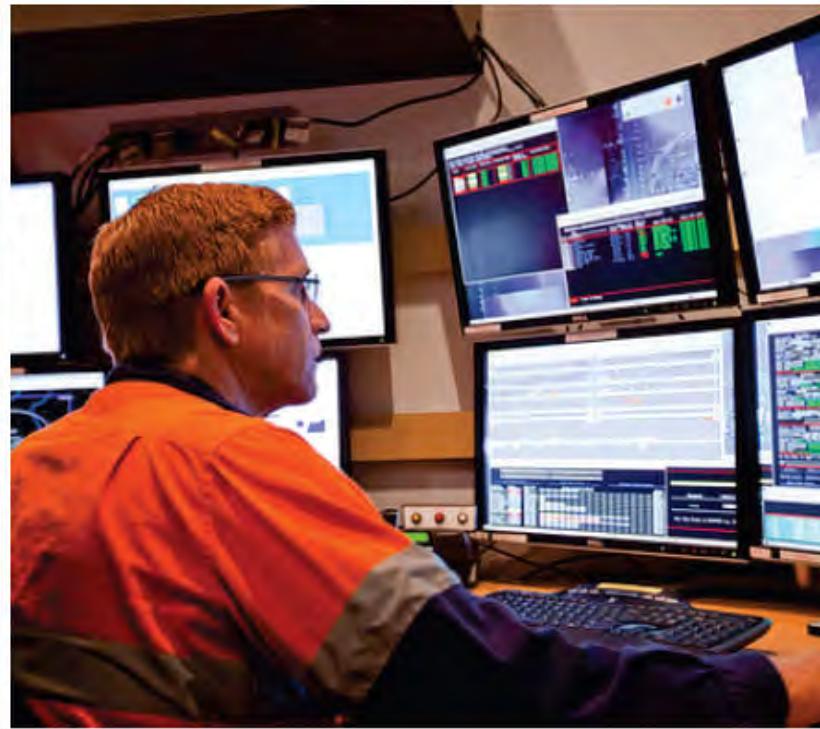
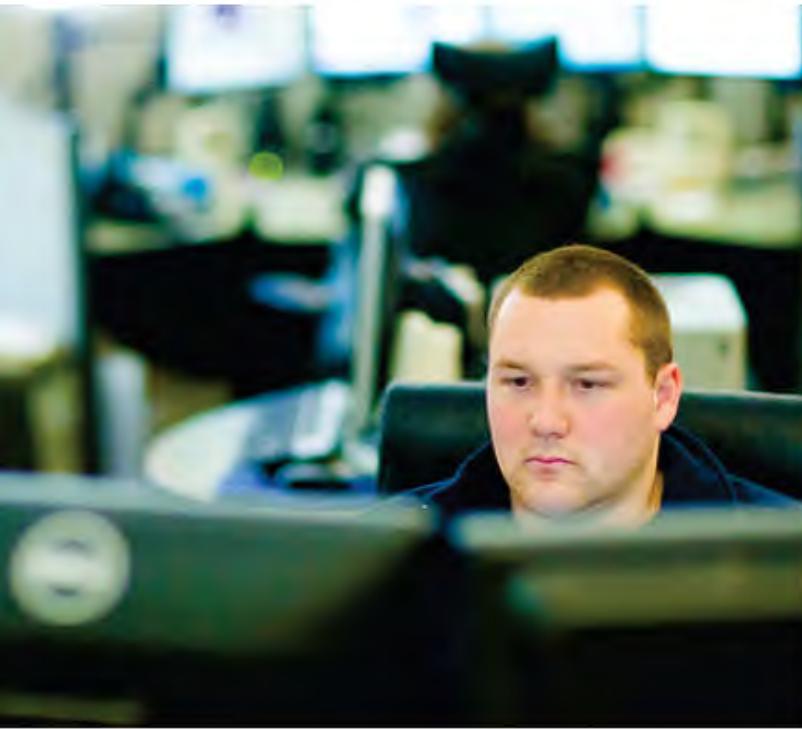
PASSED AND APPROVED THIS 21ST DAY OF MAY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



LA VISTA POLICE DEPT

05/15/2024

05/15/2024

LA VISTA POLICE DEPT
8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Kraig Gomon,

Motorola Solutions is pleased to present LA VISTA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LA VISTA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Bob Stephany at bobs@firstwirelessinc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Stephany

Motorola Solutions Manufacturer's Representative

Billing Address:
 LA VISTA POLICE DEPT
 8116 PARK VIEW BLVD
 LA VISTA, NE 68128
 US

Quote Date:05/15/2024
 Expiration Date:07/14/2024
 Quote Created By:
 Bob Stephany
 bobs@firstwirelessinc.com

End Customer:
 LA VISTA POLICE DEPT
 Kraig Gomon
 kgomon@cityoflavista.org
 14023311582

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	2	\$9,110.12	\$6,463.48	\$12,926.96
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2			
1b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	2			
1c	G996AS	ENH: OVER THE AIR PROVISIONING	2			
1d	GA00580AA	ADD: TDMA OPERATION	2			
1e	G51AU	ENH: SMARTZONE OPERATION APX6500	2			
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2			
1g	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	2			
1h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2			
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2			
1j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	2			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2			
1l	W22BA	ADD: STD PALM MICROPHONE APX	2			
1m	W969BG	ENH: MULTIKEY OPERATION	2			
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2			
1o	QA03399AA	ADD: ENHANCED DATA APX	2			
1p	QA09113AB	ADD: BASELINE RELEASE SW	2			
1q	G67DT	ADD: REMOTE MOUNT E5 APXM	2			
1r	GA01670AA	ADD: APX E5 CONTROL HEAD	2			
APX™ Radio Management		RADIO MANAGEMENT				
2	T7913A	RADIO MANAGEMENT OFFLINE	1	\$110.00	\$104.50	\$209.00
2a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	2			

Grand Total **\$13,135.96(USD)**



Purchase Order Checklist

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)