

LA VISTA CITY COUNCIL MEETING AGENDA
September 17, 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: Sue Tangeman – 25 Years**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the September 3, 2024 City Council Meeting**
3. **Monthly Financial Report – August 2024**
4. **Request for Payment – Latitude Signage & Design – Professional Services – Wayfinding – \$413.00**
5. **Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation - \$48,422.56**
6. **Request for Payment – Benesch – Professional Services – Giles Road Widening – \$25,509.89**
7. **Resolution – Approve Payment – Storm Damage Clean Up**
8. **Approval of Claims**

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

B. Insurance Broker Agreement and Insurance Renewal

1. **Resolution – Insurance Broker Agreement - Addendum Five**
2. **Receive & File – Insurance Renewal – Property, Liability and Workers Compensation**

C. Approval of Class C Liquor License Application – PizzOpie LLC dba Pizza West

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

D. Resolution – Approve Professional Services Agreement – Sound Study

E. Resolution – Approve Professional Services Agreement – Parking Garage and Bridge Inspections

F. 84th Street Redevelopment Area – Easements for Public Improvements on Lot 12 La Vista City Centre Replat 3

1. **Resolution – Approve Encroachment Easement**
2. **Resolution – Approve Construction, Grading, and Site Preparation Easement**

G. Resolution – Authorize Purchase – Police Equipment

H. Resolution – Declare Equipment Surplus

I. Executive Session – Personnel

- **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.

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**LA VISTA CITY COUNCIL
MEETING
September 3, 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 September 3, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethel, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Finance Director Harris, Community Development Director Fountain, Library Director Barcal, Recreation Director Buller and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on August 21, 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.

A. CONSENT AGENDA

1. **APPROVAL OF THE AGENDA AS PRESENTED**
2. **APPROVAL OF THE MINUTES OF THE AUGUST 20, 2024 CITY COUNCIL MEETING**
3. **REQUEST FOR PAYMENT -- SWAIN CONSTRUCTION, INC. --
CONSTRUCTION SERVICES -- CENTRAL PARK ACCESS ROAD
RECONSTRUCTION -- EDGEWOOD -- \$111,109.52**
4. **REQUEST FOR PAYMENT -- THOMPSON DREESSEN & DORNER, INC. --
PROFESSIONAL SERVICES -- CENTRAL PARK IMPROVEMENTS -- \$480.00**
5. **REQUEST FOR PAYMENT -- BRIAN SMILES -- PROFESSIONAL SERVICES --
URBAN WATERSHED AWARENESS -- \$438.00**
6. **REQUEST FOR PAYMENT -- WESTERN ENGINEERING CO. --
PROFESSIONAL SERVICES -- 2024 OVERLAY PROJECT -- GRANVILLE
EAST -- \$1,218,046.20**

7. RESOLUTION 24-099 -- APPROVE EMERGENCY TRAFFIC SIGNAL REPAIR
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO SADDLER ELECTRIC, OMAHA, NEBRASKA FOR EMERGENCY REPLACEMENT AND PROGRAMMING OF FOUR (4) TRAFFIC SIGNAL RADAR DETECTION UNITS IN AN AMOUNT NOT TO EXCEED \$37,448.00.

WHEREAS, the City Council of the City of La Vista has determined that replacement and programming of four (4) traffic signal radar detection units is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the repair; 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 authorize payment to Saddler Electric, Omaha, Nebraska for emergency replacement and programming of four (4) traffic signal radar detection units in an amount not to exceed \$37,448.00.

8. RESOLUTION 24-100 -- APPROVE EMERGENCY PLAYGROUND SURFACE REPLACEMENT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO DOSTAL CONSTRUCTION, OMAHA, NEBRASKA FOR EMERGENCY REPAIR AND REPLACEMENT OF THE SURFACING AT GILES CORNER PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$30,288.00.

MINUTE RECORD

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WHEREAS, the City Council of the City of La Vista has determined that the surfacing repair is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the repair; 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 authorize payment to Dostal Construction, Omaha, Nebraska for emergency repair and replacement of the surfacing at Giles corner park playground in an amount not to exceed \$30,288.00.

9. APPROVAL OF CLAIMS

1 EYED JACKS, services	200.00
A & L HYDRAULICS, maint.	532.15
ABM INDUSTRIES, services	18,263.17
ACCO UNLIMITED, supplies	293.20
ACTIVE NETWORK, services	106.66
AKRS EQUIP, maint.	570.02
ALFRED BENESCH & CO, services	22,693.50
AM CONSTRUCTION, maint.	699.99
AMAZON, supplies	2,738.91
ANDREW T. PATTERSON, book	13.96
ARNOLD MOTOR, bldg & grnds	2,274.78
BGNE, supplies	1,818.48
BISHOP BUSINESS EQUIP, supplies	49.88
BIZCO, supplies	15,797.68
BLAC-RAC MFG, supplies	832.25
BODY BASICS, services	780.00
BOHLMANN, bldg & grnds	1,454.88
BOOKPAGE, books	441.50
BOOT BARN, apparel	144.49
C & S ROOFING, maint.	30.00
CALENTINE, J, training	244.00
CENTER POINT, books	242.10
CENTURY LINK/LUMEN, phones	909.06
CINTAS, services	390.21
CITY OF PAPILLION, services	237,694.00
CIVICPLUS, services	263.00
CLEARVIEW PET CARE, services	629.25
CONKLEN, K, training	250.00
CORE BANK, services	515,828.74
COSGRAVE, bldg & grnds	776.50
COX, phones	147.03
D & K PRODUCTS, supplies	2,730.40
DAIGLE LAW GROUP, services	2,220.00
DART RANGE, supplies	6,060.00
DATASHIELD, services	140.00
DELGADO, G, training	244.00
DELL, supplies	2,898.54
DEMCO, supplies	360.74
DESERT SNOW, services	990.00
DEXTER PUMP, maint.	8,099.80
DOUGLAS CO SHERIFF'S, services	150.00
EBSCO INFO, media	978.00

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EDGEWEAR SCREEN PRINT, services	52.00
FIKES COMMERCIAL HYGIENE, supplies	144.50
FIRST RESPONDER OUTFITTERS, apparel	560.03
FITZGERALD SCHORR, services	18,298.80
FLAGSHOOTER, bldg & grnds	220.23
FUN EXPRESS, services	479.52
FUN SVCS, services	466.80
GALE, books	333.63
GALLS, supplies	301.90
GENERAL FIRE & SAFETY EQUIP, services	2,576.75
GREAT PLAINS UNIFORMS, apparel	4,000.00
GREATAMERICA FINANCIAL, services	133.54
HAPPY MANGO BAKERY, services	86.40
HARBOR FREIGHT TOOLS, supplies	474.10
HARM'S CONCRETE, maint.	159.93
HERC RENTALS, maint.	528.58
HGM ASSOCIATES, services	114,601.53
HUSKER AUTO GRP, vehicle	99,997.77
INGRAM LIBRARY SVCS, books	2,842.09
J & J SMALL ENGINE, maint.	176.00
JEBRO, services	75.00
JONES AUTOMOTIVE, maint.	3,559.98
KANOPY, media	190.00
KRIHA FLUID POWER CO, bldg & grnds	139.12
KRIS SCHWARZ, services	150.00
LARSEN SUPPLY, supplies	598.38
MALLOY ELECTRIC, services	4,225.85
MENARDS, supplies	1308.64
METRO AREA TRANSIT, services	866.00
METRO COMM COLLEGE, services	25,433.70
MUD, utilities	18,903.85
MID-AMERICAN BENEFITS, services	14,192.37
MIDSTATES CONS PRODUCTS, supplies	414.50
MIDWEST TAPE, media	51.73
MOTOROLA SOLUTIONS, phones	1,421.28
MSC INDUSTRIAL SUPPLY, apparel	68.38
MUNICIPAL PIPE TOOL, maint.	1,914.73
NE LIFE MAGAZINE, subscription	30.00
NL & L CONCRETE, services	299,475.43
NMC GROUP, maint.	5,518.58
OFFICE DEPOT, supplies	437.90
OPPD, utilities	55,042.89
OMAHA SLINGS, maint.	858.97
OMAHA TACTICAL, supplies	502.00
ON THE SPOT PRODUCTIONS, services	2,500.00
PAPILLION SANITATION, services	1,646.35
PAYROLL MAXX, payroll & taxes	492,700.99
PCS MOBILE, services	699.65
PER MAR SECURITY, services	223.98
PITNEY BOWES, postage	2,297.00
POMP'S TIRE SVC, maint.	603.96
PORT-A-JOHNS, services	320.00
PROBYN, T, training	97.00
PUBLIC SECTOR SEARCH, services	41,062.30
REVOLUTION WRAPS, services	479.13

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ROAD BUILDERS MACHINERY, maint.	3,500.00
RUSSELL, K, training	186.27
SADLER ELECTRIC, maint.	3,804.69
SHI INT'L CORP, services	9,443.89
SITE ONE LANDSCAPE, supplies	3,650.20
SOUCIE, J, training	244.00
SOUTHEAST LIBRARY SYSTEM, mbmshp	115.00
SPIRIT YOUTH SPORTS, services	4,080.00
SUBURBAN NEWSPAPERS, services	645.30
SUCCESS FACTORS, services	344.24
SUN COUNTRY DIST, supplies	124.30
SUNSET LAW ENFORCEMENT, supplies	12,063.20
TD2, services	14,051.80
TED'S MOWER SALES & SVC, maint.	125.00
TRAFFIC/PARKING CONTROL, supplies	2,231.35
TRANSPARENT LANGUAGE, services	1,260.00
TRUCK CENTER, maint.	540.13
U.S. CELLULAR, phones	2,271.33
USPS, postage	2,718.99
UNMC, services	1,940.00
V & V MFG, supplies	710.70
VERIZON WIRELESS, phones	18.02
VERMEER HIGH PLAINS, maint.	1,847.57
WALMART, supplies	856.23
WALMRATH, L, training	140.00
WHITE CAP, maint.	220.56

Councilmember Thomas made a motion to approve the consent agenda contingent upon Councilmember Quick's review of the claims. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Wetuski. Nays: None. Abstain: None. Absent: Hale. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Recreation Director Buller reported on recent events.

Library Director Barcal introduced the practicum student, Lilly.

Associate City Planner Broderson provided an update on the Active Mobility Plan.

Fire Chief Gottsch presented a picture of a recent apartment fire.

Director of Public Works Soucie provided an update on projects and showed a few photos of the completed mural on the Applewood Creek Underpass.

GROW SARPY – SECOND QUARTER REPORT

Lisa Scheve with Grow Sarpy presented the second quarter report.

B. FISCAL YEAR 24/25 AND FISCAL YEAR 25/26 MUNICIPAL BUDGETS

1. PROPOSED BUDGET AMENDMENTS

Councilmember Thomas made a motion to approve the proposed budget amendments as presented in the Council report. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Frey and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

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2. APPROPRIATIONS ORDINANCE AS AMENDED – FINAL READING

City Clerk Buethe read Ordinance No. 1516 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING ON SEPTEMBER 30, 2026 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1516. Councilmember Wetuski seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1516 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Wetuski. Nays: None. Abstain: None. Absent: Hale. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the 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.

3. INCREASE BASE OF RESTRICTED FUNDS AUTHORITY

a. PUBLIC HEARING

At 6:25 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed increase of base of restricted funds authority.

At 6:25 p.m. Councilmember Thomas made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Wetuski. Nays: None. Abstain: None. Absent: Hale. Motion carried.

b. RESOLUTION

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-101 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE FISCAL YEAR 2024 MUNICIPAL BUDGET BY AN ADDITIONAL ONE PERCENT.

WHEREAS, the Mayor and City Council, after notice and public hearing as required by state statute, approved the Fiscal Year 2025 municipal budget on September 3, 2024; and

WHEREAS, the unused restricted funds authority was included in the notice of budget hearing; and

WHEREAS, an increase in the base of restricted funds authority by an additional one percent in the Fiscal Year 2025 municipal budget is allowed following the approval of at least 75% of the governing body.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize an increase in the base of restricted funds authority in the Fiscal Year 2025 municipal budget by an additional one percent.

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

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4. SETTING THE PROPERTY TAX LEVY

No action was taken on this item.

5. MASTER FEE ORDINANCE

Councilmember Thomas introduced Ordinance No. 1519 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1505, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title, and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Wetuski. The Mayor then stated the question, "Shall Ordinance No. 1519 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Wetuski. Nays: None. Abstain: None. Absent: Hale. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the 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. AMENDING THE COMPENSATION ORDINANCE AND SETTING RATES OF AUTO AND PHONE ALLOWANCE

1. ORDINANCE -- AMEND COMPENSATION ORDINANCE

Councilmember Thomas introduced Ordinance No. 1520 entitled: AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HERewith; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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, Ronan, Sheehan, Thomas, Quick, Sell and Wetuski. Nays: None. Abstain: None. Absent: Hale. Motion carried.

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1520 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Wetuski. Nays: None. Abstain: None. Absent: Hale. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the 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.

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2. RESOLUTION – SETTING RATES OF AUTO AND PHONE ALLOWANCE

Councilmember Thomas introduced and moved for the adoption of Resolution No.24-102 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING MONTHLY VEHICLE AND MOBILE PHONE ALLOWANCES FOR SPECIFIC OFFICERS AND EMPLOYEES OF THE CITY.

WHEREAS, the Mayor and City Council establish by ordinance the compensation for officers and employees of the City of La Vista and said ordinance establishes that the Mayor and Council may additionally fix by resolution such vehicle and other allowances as may from time to time be fixed in the municipal budget; and

WHEREAS, the FY25 and FY26 municipal budgets establish funds for vehicle and mobile phone allowances for various officers, employees and volunteers of the City and are recommended by the Director of Administrative Services and City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the following vehicle and cellular phone allowances:

<u>Tier</u>	<u>Monthly Vehicle Allowance</u>	<u>Tier</u>	<u>Monthly Phone Allowance</u>
Tier 1	\$30	Tier 1	\$30
Tier 2	\$50	Tier 2	\$60
Tier 3	\$100	Tier 3	\$90
Tier 4	\$150		
Tier 5	\$300		

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

D. THE LINK

1. RESOLUTION – RELEASE AND SETTLEMENT AGREEMENT

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-103 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RELEASE AND SETTLEMENT AGREEMENT FOR THE LINK TO SETTLE A PREVIOUSLY DISPUTED AMOUNT FOR CERTAIN ITEMS OF WORK WITH AN OVERALL COST INCREASE OF \$750,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$17,391,774.

WHEREAS, the City Council of the City of La Vista has determined that the release and settlement agreement for The Link 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 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 authorize the release and settlement agreement for The Link to settle a previously disputed amount for certain items of work with an overall cost increase of \$750,000 for a total contract amount not to exceed \$17,391,774.

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

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2. REQUEST FOR PAYMENT – JE DUNN – PROFESSIONAL SERVICES – THE LINK – \$950,209

Councilmember Sell made a motion to approve a request for payment for The Link for professional services in the amount of \$950,209. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Wetuski. Nays: None. Abstain: None. Absent: Hale. Motion carried.

E. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – LEADERSHIP TEAM DEVELOPMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-104 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING PROFESSIONAL SERVICES PROVIDED BY ROB MCCLARY, PHD, TO FACILITATE A WEEKLONG ON-SITE LEADERSHIP DEVELOPMENT AND TEAM BUILDING SEMINAR FOR THE LEADERSHIP TEAM IN AN AMOUNT NOT TO EXCEED \$16,000.00.

WHEREAS, the Mayor and Council have determined that leadership development and team building are foundational for a cohesive and productive work environment; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed services; and

WHEREAS, Dr. McClary is highly qualified and has designed and provided tailored instruction to a diverse set of government organizations; 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;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize professional services provided by Rob McClary, PhD, to facilitate a weeklong on-site Leadership Development and Team Building Seminar for the top leadership team in an amount not to exceed \$16,000.00.

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

F. RESOLUTION – AWARD BID – ON-CALL CITY WIDE CONCRETE PAVING REPAIRS

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-105 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SPENCER MANAGEMENT LLC, OMAHA, NEBRASKA FOR ON-CALL CONCRETE PAVING REPAIRS IN AN AMOUNT NOT TO EXCEED \$1,645,000.00.

WHEREAS, the City Council of the City of La Vista has determined that on-call concrete paving repair work is necessary; and

WHEREAS, the FY24/FY25 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 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 Spencer Management LLC, Omaha, Nebraska, for on-call concrete paving repairs in an amount not to exceed \$1,645,000.00.

MINUTE RECORD

September 3, 2024

No. 729 -- REDFIELD DIRECT E2106195KV

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

COMMENTS FROM THE FLOOR

Martin Ware expressed concerns about Apollo Park and tree branches.

Scott Detlefsen 7709 Lantana Court expressed concerns on the construction that is going on.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick thanked those who attended the ice cream event at the Nines Plaza.

At 7:05 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Wetuski. Nays: None. Abstain: None. Absent: Hale. Motion carried.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



City of La Vista Nebraska
Month August 31, 2024

Monthly Statement of Revenue and Expenditure

August

	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	3,593,532	292,169	-	-	-	-	3,885,702	-	-
Sales and use taxes	580,144	290,072	-	-	290,072	-	1,160,288	-	-
Other Taxes ²	251,886	-	-	-	34,327	-	286,213	-	-
Licenses and Permits	20,059	-	-	-	-	-	20,059	-	-
Intergovernmental Revenues ³	176,662	-	-	-	-	-	176,662	-	-
Charges for Services	49,260	-	-	-	-	-	49,260	-	-
Grant income	54,447	-	-	-	77,836	-	132,283	-	-
Lottery Proceeds	-	-	-	92,830	-	-	92,830	-	-
Interest Income	68,396	55,324	8,719	21,756	31,534	2,871	188,600	24,908	24,908
Sewer Fees	-	-	-	-	-	-	-	472,538	472,538
Other Revenues ⁴	(23,249)	32,827	-	-	-	18,988	28,566	4	4
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	4,771,137	670,393	8,719	114,586	433,769	21,859	6,020,462	497,450	497,450
Expenditures									
CIP/Capital Outlay	143,047	-	1,356,751	-	1,028,087	36	2,527,921	51,976	51,976
Debt Service: Principal Expense	-	-	-	-	-	-	-	-	-
Debt Service: Interest Expense	-	-	-	-	-	-	-	-	-
Debt Service: Bond Issue Expense	-	-	-	-	-	-	-	-	-
General Government Expenses	380,823	17,371	-	-	-	542,411	940,606	-	-
Public Works	260,646	-	-	-	-	-	260,646	-	-
Public Safety	1,075,920	-	-	-	-	23,351	1,099,270	-	-
Culture and Recreation	301,806	-	-	-	-	-	301,806	-	-
Public Library	102,047	-	-	-	-	-	102,047	-	-
Community Betterment	-	-	-	54,516	-	-	54,516	-	-
Community Development	72,695	-	-	-	-	-	72,695	-	-
Sewer	-	-	-	-	-	-	-	661,375	661,375
Total Expenditures	2,336,985	17,371	1,356,751	54,516	1,028,087	565,797	5,359,508	713,351	713,351
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Change in Net Position	2,434,152	653,021	(1,348,032)	60,070	(594,319)	(543,939)	660,954	(215,901)	(215,901)

Key Trends

Revenue

Second half of property tax was due in August
Interest Income is \$2.2M over budget.

Expenditures

Large CIP payments in August for Street projects and The Link
TIF Payment Sent out in August

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
August FY24

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,527,101	4.2%		\$ 5,281	1/17/2025
	Dayspring Bank	\$ -	0.6%		\$ -	
	Total CD's	\$ 1,527,101				
Money Market	Access Bank	\$ 3,465,963	2.8%	\$ 6,271		
	Dayspring Bank	\$ 11,407,019	4.9%	\$ 45,948		
	NPAIT	\$ 29,187,208	5.3%	\$ 130,468		
	Nebraska Class	\$ 6,571,822	5.5%	\$ 29,215		
	NFIT	\$ -				
	Total Money Market	\$ 50,632,013				
Checking	Access Bank	\$ 1,784,767	1.0%	\$ 759		
Checking	Dayspring Bank	\$ 12,558	0.0%	\$ 38		
Savings	Access Bank	\$ 1,023,983	1.0%	\$ 808		\$ -
Total Portfolio		\$ 54,980,422		\$ 213,508	\$ 5,281	

Key Trends

- DaySpring Bank Checking is for the employee Flex Savings Acct. These are restricted funds for Flex Spending only.
- Unrestricted cash of \$17M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- FY24 interest income is \$2.2M over budget for the year, we have earned \$2.3M in interest so far in FY24

Order No. OMAH 211603August 26, 2024
Page 1 of 1

Customer City of La Vista
Location Primary Location
Reference Parking signs

Bill to
 City of La Vista
 Chris Solberg
 8116 Park View Boulevard
 La Vista, NE 68128
 US
 T: 402-593-6400
 F: 402-593-6445
 Email: csolberg@cityoflavista.org

Ship to
 City of La Vista
 Chris Solberg
 8116 Park View Boulevard
 La Vista, NE 68128
 US
 T: 402-593-6400
 F: 402-593-6445
 Email: csolberg@cityoflavista.org

Quote Ref.	OMAH-102799	Due Date	09/20/2024	Service Date		SR	Rebecca Kleine
F.O.B.	Job Site	Client PO	C. Solberg 8/23/24	Ship Date	09/13/2024	PM	Holly Jensen
Terms	Net 30 days			Ship Method	UPS (Ground)		

No.	Item	Description	Qty	UOM	Unit Price	Extension
1.	Sign Type E22.3	Parking Series - DOT sign Overall Size: 24"(h) x 30"(w) Background Color: White Graphics Color: Green Mounting: By client	2	Each	184.00	368.00
2.	Shipping & Handling	Shipping and Handling	1	Each	45.00	45.00
Subtotal						413.00
* Tax Exempt # On File						0.00
Total						413.00
Less Deposit						0.00
Uninvoiced Amt						413.00

APPROVED

E. Fanta 9/11/24
 OS. 71. 0917. 000. ADMIN 22001



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: 702619-35
Date: September 10, 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: August 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	169.00	136.32	\$23,038.08	
Design Engineer	141.75	148.48	\$21,047.04	
Engineer Technician	6.75	105.60	\$712.80	
Senior Project Engineer	4.00	234.91	\$939.64	
			\$45,737.56	\$690,289.24

	Hours	Rate	Current Period	Billed To Date
012: Const. Testing - Thiele Geotech (\$93,873) (Hrly)				
Thiele Geotech, Inc.			\$2,685.00	
			<u>\$2,685.00</u>	\$41,938.00
014: Const. Surveying (Hrly)				
				\$4,938.83

Total Amount Billed	\$1,207,257.50
Less Previous Invoices	<u>\$1,158,834.94</u>
Invoice Total	<u>\$48,422.56</u>

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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OK to Pay
 PMD 9/11/24
 Ord. 21.0917.000 - SEWER 13001
 (48%) SEWER = \$ 23,242.23
 (52%) STREET = \$ 25,179.73



Value Focused. Community Minded. Quality Driven.

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

September 03, 2024

Project No: 0000-120869.00

Invoice No: 293108

Preliminary & Final Design
Giles Road, BNSF Bridge to Interstate 80 Eastbound On-Ramp Improvements
M376(230) STRT-17-003

Professional Services from July 29, 2024 to August 25, 2024

Task 00001 PM, Coordination, Meeting & QC

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager				
Sockel, Jeffery	3.00	270.00	810.00	
Project Engineer II				
Barahona, Alejandro	5.00	150.00	750.00	
Totals	8.00		1,560.00	
Total Labor				1,560.00

Unit Billing

2020 Chevy Silverado-WJC774 23CVN8

7/30/2024

17.0 Miles @ 0.67	11.39	
Total Units	11.39	11.39

Total this Task \$1,571.39

Task 00003 Preliminary Design

Professional Personnel

	Hours	Rate	Amount	
Project Engineer II				
Barahona, Alejandro	4.50	150.00	675.00	
Designer II				
Najera, Gabriel	16.00	132.00	2,112.00	
Intern				
Stephany, Avery	6.50	60.00	390.00	
Totals	27.00		3,177.00	
Total Labor				3,177.00

Total this Task \$3,177.00

Task 00004 Final Design & Bid Package Development

Project	0000-120869.00	La Vista Giles Rd BNSF Bridge to I-80	Invoice	293108
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Professional Personnel

	Hours	Rate	Amount
Sr Project Manager			
Sockel, Jeffery	3.50	270.00	945.00
Project Manager II			
Carpenter, Daniel	18.00	198.00	3,564.00
Designer II			
Najera, Gabriel	67.00	132.00	8,844.00
Schneider, Adam	3.50	111.00	388.50
Intern			
Goff, Alexander	104.00	67.50	7,020.00
Totals	196.00		20,761.50
Total Labor			20,761.50

Total this Task \$20,761.50

Billing Limits	Current	Prior	To-Date
Total Billings	25,509.89	101,549.37	127,059.26
Limit			211,749.82
Remaining			84,690.56

Total this Invoice \$25,509.89

CHTC PA-1
PMD 9/11/24
05.71.0917000 - 9/11/24 17003

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
APPROVE PAYMENT – STORM DAMAGE CLEAN UP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to approve expenditures related to the tree clean up in Camenzind and Central Parks resulting from the July 31st storm completed by Happy Trees, Omaha, NE for an amount not to exceed \$14,000.

FISCAL IMPACT

The expenditures will be initially funded through savings in the FY23/FY24 Biennial Budget. It is anticipated that reimbursement will be received through disaster relief funding.

RECOMMENDATION

Approval.

BACKGROUND

The storm that occurred on July 31st caused significant tree damage across the city. Camenzind Park and Central Park were particularly affected. As part of our emergency response, Happy Trees was contracted to clear these two parks because city staff couldn't remove the trees quickly enough due to safety concerns. Happy Trees successfully removed and disposed of all the damaged and hazardous trees.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING PAYMENT TO HAPPY TREES, OMAHA, NEBRASKA FOR TREE CLEANUP IN AN AMOUNT NOT TO EXCEED \$14,000.00.

WHEREAS, the City Council of the City of La Vista has determined that tree cleanup is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for these services; 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 approve payment to Happy Trees, Omaha, Nebraska for tree cleanup at Camenzind Park and Central Park in an amount not to exceed \$14,400.00.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Invoice From: Happy Trees

5906 M st Omaha NE 68117

402-871-8212

happytreesomaha@yahoo.com

Dominic Novotny Owner

Invoice To: Jason Lavista Code Enforcement

Project Camenzind Park remove all broken trees and hangers haul 5 laods of brush with grapple truck

Day 3 8-8-2024 8-4:30 8.5hrs

\$700. Per hr

\$5,950.00

Thank you

22.0401



Storm Cleanup

Invoice From: Happy Trees

5906 M st Omaha NE 68117

402-871-8212

happytreesomaha@yahoo.com

Dominic Novotny Owner

Invoice To: Jason Lavista Code Enforcement

Project Camenzind Park remove all broken trees and hangers

Day 2 8-7-2024 8-4:30 8.5hrs

\$700. Per hr

\$5,950.00

Thank you

22.0401
Jb
Storm Clean up

Invoice From: Happy Trees

5906 M st Omaha NE 68117

402-871-8212

happytreesomaha@yahoo.com

Dominic Novotny Owner

Invoice To: Jason Lavista Code Enforcement

Project Camenzind Park remove all broken trees and hangers

Day 1 8-6-2024 2:30-5:30 3hrs

\$700. Per hr

\$2,100.00

Thank you

22.0410
JA
Stump Damage Cleanup

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143123	09/04/2024	ALLEN, BRIAN	2,104.78	N
143124	09/04/2024	AMELIA BELIK	246.15	N
143125	09/04/2024	BRIAN SMILES	438.00	N
143126	09/04/2024	KINDIG, DOUGLAS	194.78	N
143127	09/04/2024	SWAIN CONSTRUCTION INC	111,109.52	N
143128	09/04/2024	THOMPSON DREESSEN & DORNER, IN	480.00	N
143129	09/04/2024	WESTERN ENGINEERING COMPANY	1,218,046.20	N
143130	09/05/2024	JE DUNN CONSTRUCTION COMPANY	950,209.00	N
1261821(A)	09/09/2024	FRATERNAL ORDER OF POLICE	1,965.00	N
1261822(A)	09/09/2024	POLICE & FIREMEN'S INSURANCE	251.83	N
1261823(A)	09/09/2024	UNION BANK & TRUST	50.00	N
1261826(E)	09/12/2024	ADP INC	429,344.50	N
1261827(E)	09/12/2024	COLONIAL LIFE & ACCIDENT INS CO	2,058.84	N
1261828(E)	09/12/2024	METLIFE	1,161.34	N
1261829(E)	09/12/2024	MISSIONSQUARE RETIREMENT	68,477.04	N
21(S)	09/17/2024	TRUCK CENTER COMPANIES	0.00	N
143131	09/17/2024	1000 BULBS	553.12	N
143132	09/17/2024	AA WHEEL & TRUCK SUPPLY INC	240.12	N
143133	09/17/2024	ACTION BATTERIES UNLTD INC	99.96	N
143134	09/17/2024	AKRS EQUIPMENT SOLUTIONS, INC.	789.40	N
143135	09/17/2024	ALAMO DRAFTHOUSE CINEMA	4,878.91	N
143136	09/17/2024	AMAZON CAPITAL SERVICES, INC.	253.89	N
143137	09/17/2024	ARNOLD MOTOR SUPPLY	1,507.66	N
143138	09/17/2024	ASPEN EQUIPMENT COMPANY	739.00	N
143139	09/17/2024	BACON LETTUCE CREATIVE	2,592.50	N
143140	09/17/2024	BISHOP BUSINESS EQUIPMENT COMPA	129.03	N
143141	09/17/2024	BLUE VALLEY PUBLIC SAFETY INC	2,164.80	N
143142	09/17/2024	BS&A SOFTWARE	200.00	N
143143	09/17/2024	CENTER POINT, INC.	290.04	N
143144	09/17/2024	COLONIAL RESEARCH CHEMICAL CO	355.20	N
143145	09/17/2024	COMP CHOICE INC	120.00	N
143146	09/17/2024	D & K PRODUCTS	230.00	N
143147	09/17/2024	DATASHIELD CORPORATION	60.00	N
143148	09/17/2024	DELL MARKETING L.P.	203.48	N
143149	09/17/2024	DEMCO INCORPORATED	387.57	N
143150	09/17/2024	DIAMOND VOGEL PAINTS	463.00	N
143151	09/17/2024	ELEVATE ROOFING	672.92	N
143152	09/17/2024	ESRI INC	3,742.19	N
143153	09/17/2024	FERGUSON US HOLDINGS INC	45.98	N
143154	09/17/2024	FIRST RESPONDER OUTFITTERS, INC	177.93	N
143155	09/17/2024	GALVION BALLISTICS LTD.	2,807.92	N
143156	09/17/2024	GENERAL FIRE & SAFETY EQUIP CO	570.00	N
143157	09/17/2024	GRAMS, STEPHANIE	283.44	N
143158	09/17/2024	HELGET SAFETY SUPPLY INC	150.60	N
143159	09/17/2024	INGRAM LIBRARY SERVICES LLC	343.85	N
143160	09/17/2024	INLAND TRUCK PARTS & SERVICE	281.54	N
143161	09/17/2024	JANITOR DEPOT MIDWEST LLC	30.00	N
143162	09/17/2024	KANOPY, INC.	177.00	N
143163	09/17/2024	KENNETH J JANAK JR	1,200.00	N
143164	09/17/2024	KRIHA FLUID POWER CO INC	404.02	N
143165	09/17/2024	LARSON, CRYSTAL	101.91	N
143166	09/17/2024	LIBRARY IDEAS LLC	5.00	N
143167	09/17/2024	LOWE'S CREDIT SERVICES	485.54	N
143168	09/17/2024	LOWERY, WENDY	233.50	N
143169	09/17/2024	MENARDS-RALSTON	725.43	N
143170	09/17/2024	MIDWEST TAPE	89.01	N
143171	09/17/2024	MOORE, JEFFREY	1,000.00	N
143172	09/17/2024	NORM'S DOOR SERVICE	1,071.00	N
143173	09/17/2024	NSG LOGISTICS, LLC	43,476.75	N
143174	09/17/2024	OCLC INC	197.46	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143175	09/17/2024	OFFICE DEPOT INC	477.95	N
143176	09/17/2024	OMAHA WINNELSON SUPPLY	2.22	N
143177	09/17/2024	OMNI ENGINEERING	99.45	N
143178	09/17/2024	ONE CALL CONCEPTS INC	570.60	N
143179	09/17/2024	PAPILLION TIRE INCORPORATED	298.92	N
143180	09/17/2024	POTTER, TRAVIS	1,600.00	N
143181	09/17/2024	RAINBOW GLASS & SUPPLY INC	221.59	N
143182	09/17/2024	RESOURCE RENTAL CENTER INC	1,120.00	N
143183	09/17/2024	ROSARIO CANIGILA	1,850.00	N
143184	09/17/2024	SARPY COUNTY COURTHOUSE	4,627.00	N
143185	09/17/2024	SIGN IT	18.00	N
143186	09/17/2024	SUBURBAN NEWSPAPERS INC	274.77	N
143187	09/17/2024	SWANK MOTION PICTURES INC	765.00	N
143188	09/17/2024	TORNADO WASH LLC	238.00	N
143189	09/17/2024	TRANS UNION RISK AND ALT. DATA S	75.00	N
143190	09/17/2024	TRANSPARENT LANGUAGE INC UNITE	1,000.00	N
143191	09/17/2024	PRIVATE NETWORKS LLC VERIZON	4,950.00	N
143192	09/17/2024	CONNECT FLEET USA VERMEER HIGH	608.00	N
143193	09/17/2024	PLAINS	104.82	N
143194	09/17/2024	VISUAL EDGE IT	200.00	N
143195	09/17/2024	VOIANCE LANGUAGE SERVICES, LLC	105.38	N
143196	09/17/2024	WELDON PARTS INC.	928.95	N
143197	09/17/2024	WESTLAKE HARDWARE INC NE-022	129.18	N
143198	09/17/2024	WHITE, SCOTT L	1,000.00	N
143199	09/17/2024	WOODHOUSE FORD-BLAIR	46.20	N
1261824(A)	09/17/2024	CITY OF OMAHA	274,241.98	N
1261825(A)	09/17/2024	SHI INTERNATIONAL CORP.	5,355.00	N
1261830(E)	09/17/2024	ACTIVE NETWORK LLC	141.17	N
1261831(E)	09/17/2024	BOK FINANCIAL	2,453,683.75	N
1261832(E)	09/17/2024	ESSENTIAL SCREENS	133.80	N
1261833(E)	09/17/2024	MEDICA INSURANCE COMPANY	168,945.09	N
1261834(E)	09/17/2024	ZOOM VIDEO COMMUNICATIONS	2,199.00	N
1261834(E)	08/02/2024	US BANK NATIONAL ASSOCIATION	33,729.03	N
143121	09/03/2024	BARCAL, ROSE	2,607.42	N
143122	09/03/2024	BACHMAN, RACHEL	1,641.20	N
TOTAL:			5,824,656.12	

APPROVED BY COUNCIL MEMBERS ON: 09/17/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
INSURANCE BROKER AGREEMENT – ADDENDUM FIVE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared approving Addendum Five to the agreement with FNIC (The Harry A. Koch Co.) to extend the term for insurance agency/broker services for property, casualty, liability, and workers compensation insurance coverages to September 30, 2025.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for these services.

RECOMMENDATION

Approval.

BACKGROUND

In June of 2019 the Council approved a one-year agreement with The Harry A. Koch Company for insurance agency/broker services with the option to renew annually.

The agreement provides for an annual broker fee to be paid to FNIC, which is split pro rata among the Cities in the Insurance Service Group (ISG) which are party to the Agreement. La Vista's pro rata share has been \$26,903. Although other cities have withdrawn from the group, there has been no increase to La Vista's share.

Addendum Five will extend the agreement with FNIC to September 30, 2025.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING ADDENDUM FIVE TO THE AGREEMENT WITH FIRST INSURANCE GROUP LLC DBA FNIC TO EXTEND THE EXPIRATION DATE OF THE INSURANCE BROKER SERVICES AGREEMENT THROUGH SEPTEMBER 30, 2025.

WHEREAS, The City of La Vista and FNIC entered into an Agreement dated June 5, 2019 ("Agreement"); and

WHEREAS, the original term of the Agreement was for October 1, 2019 through September 30, 2020 and an addendum has been approved each year to continue service; and

WHEREAS, The City of La Vista and FNIC wish to execute Addendum Five to extend the expiration date of the Agreement to September 30, 2025

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approves Addendum Five to the agreement with FNIC to extend the expiration date of the Agreement to September 30, 2025 and authorizes the Mayor to execute said addendum.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

ADDENDUM FIVE TO

AGREEMENT FOR INSURANCE AGENCY/BROKER SERVICES

This Addendum 5 ("Addendum Five") is entered into this ____ day of _____, 2024, by and between the City of La Vista, Nebraska (hereinafter referred to as "City") and First Insurance Group LLC d/b/a FNIC (formerly The Harry A. Koch Company, hereinafter referred to as "Broker").

WHEREAS, City and Broker entered into an Agreement dated June 5, 2019 ("Agreement"), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the term of the Agreement was for October 1, 2019, through September 30, 2020; and

WHEREAS, City and Broker modified the initial term to begin on or about July 12, 2019, and

WHEREAS, City and Broker entered into Addendum Two in order to extend the term of the Agreement to September 30, 2022, as allowed by Article 1 of the attached Agreement, and to ratify the Agreement to be effective from July 12, 2019, through the present

WHEREAS, City and Broker entered into Addendum Three on September 20, 2022, in order to extend the term of the Agreement to September 30, 2023; and

WHEREAS, City and Broker wish to enter into Addendum Four in order to extend the term of the Agreement to September 30, 2024. All other terms and conditions of the Agreement shall remain in full force and effect.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to extend the term of the Agreement to September 30, 2025, and to ratify the Agreement to be effective from July 12, 2019 through the present

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

City:

City of LA VISTA, NEBRASKA,
A Nebraska Municipal Corporation

Douglas Kindig, Mayor

Attest:

Pamela A. Buethe, MMC, City Clerk

(S E A L)

BROKER:

By: _____

Its: _____

STATE OF NEBRASKA)
COUNTY OF _____) ss

On _____, 2024, before me, Notary, personally appeared _____ personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of First Insurance Group LLC d/b/a FNIC and that by his/her signature on the instrument executed the instrument.

WITNESS my hand and official seal.

Notary Public

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
INSURANCE RENEWAL – PROPERTY, LIABILITY AND WORKERS COMPENSATION	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A renewal has been negotiated for the property, liability and workers' compensation insurance program offered by Travelers at an annual premium cost of \$740,326.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for property, liability and workers' compensation insurance premiums.

RECOMMENDATION

Receive and File

BACKGROUND

The City has had its property, liability and workers compensation insurance coverage with Traveler's since 2014. Each year our broker, FNIC., works with us at renewal time to review coverage limits, deductibles, rates, etc. Over the years we have received very reasonable rate increases without significant changes in the plan from Travelers and consequently have continued our relationship with them.

Travelers has pushed the wind/hail deductible from 2% to 3% of the value of damaged property subject to a \$250,000 minimum but continues to be the only carrier to offer coverage that will cover the full schedule of values. Another carrier did reach out, but the value was limited from wind and hail which would have meant that we needed to layer additional carriers making coverage more expensive than staying with Travelers. Increases were made in deductibles for Law Enforcement, Public Management and employment practices liability giving us savings in those premiums.

There are still no other carriers that offer the Municipal Sales Tax Revenue coverage the City has with Travelers. This coverage would replace sales tax revenues up to \$1.9 million in the event a natural disaster left The Embassy Suites and/or Marriott hotels without revenue for a period of time. It was determined this revenue protection coverage is an important component of our insurance package that needs to be maintained

The increase in premium of 8% is reasonable and falls within our budgeted number. We have received excellent service from Travelers over the years and have good working relationships with their representatives. Coverages will continue to be reviewed with our broker each year to ensure the best coverage possible for the City at the best premiums.

September 6, 2024

Pam Buethe
City Clerk
City of LaVista
8116 Park View Blvd
LaVista, NE 68128

Re: City of LaVista 10/1/2024-25 Property and Casualty Insurance Renewal

Dear Pam,

Enclosed is a summary of premiums for the property casualty insurance renewal for the City of La Vista effective 10/1/2024. Year over year premiums are up 8%. Nearly 75% of the total increase in premiums is the result of increases in the insured values and premiums for the property coverage. All other lines of coverage saw much smaller increases or in some cases decreases in cost year over year.

Another year of severe and frequent convective storm activity continues to put tremendous pressure on the property insurance market. In our immediate area, we experienced two catastrophic hail events in the span of two weeks and also saw destructive tornados and inland hurricane force winds blow more than once in the summer months. Unfortunately, these storms continue to shrink the players willing to offer terms for property on municipalities that have a high concentration of property values in one place. Travelers is the only carrier that continues to offer coverage that will cover the full schedule of values. We did hear from one other carrier that would offer only \$25M in limits for wind and hail coverage. Obviously \$25M is not adequate and trying to layer additional carriers on top would be much more expensive than the single carrier option from Travelers. Recognizing the increasing storm activity, Travelers has also pushed up the wind/hail deductible to 3% of the value of damaged property subject to a \$250,000 minimum. Currently that deductible is 2% with the same minimum.

Standing in contrast to the relatively unpleasant news for property, was an improving picture for workers' compensation. The experience modification factor for the city dropped from 1.09 to 1.01. A great indicator of the good work and effort the various departments in the city are putting into control loss, promote safety, and get employees back to work. This nice decrease in the experience mod resulted in an overall 5% rate reduction for the workers' compensation line. The premium for WC is about the same year over year but that is the result of a higher exposure base (higher payrolls) and not a rate increase.

Another topic that continues to catch a lot of headlines and industry attention is cyber insurance and cybersecurity. In the continuation of a trend that began with last year's renewal, cyber insurance markets remain stable and competitive. It seems almost contradictory to the ever-increasing news of security breaches, ransomware and social engineering fraud events taking place. We may have hit a "leveling off" point in terms of the pricing for cyber insurance is keeping up with losses. Time will only tell if that is the case. We can only hope that perhaps the same will happen soon in the property market as well. Years of rate increases, and deductible changes are beginning to turn the results for carriers. If we can see a more tranquil year weather wise, then I do expect a more stable environment and perhaps a few more players coming back into the market in 2025.

Thanks again for your continued trust and confidence in your team at FNIC.

Best Regards,

Mark Frantz ARM, CIC, CRM
First Vice President
402-861-7010 | mark.frantz@fnicgroup.com

Jeff Scanlan, CPCU, AFIS
Senior Vice President
402-861-7136 | jeff.scanlan@fnicgroup.com

The City of La Vista
Premium Summary



Trusted insurance
advisors

	Annualized Expiring	RENEWAL	
COVERAGE	2023-2024	2024-2025	Difference
PROPERTY*	\$152,406	\$205,615	34.9%
INLAND MARINE	\$8,858	\$9,212	4.0%
GENERAL LIABILITY / EMPLOYEE BENEFIT LIABILITY	\$45,603	\$48,879	7.2%
LAW ENFORCEMENT LIABILITY	\$47,488	\$40,986	-13.7%
PUBLIC ENTITY MANAGEMENT LIABILITY	\$11,029	\$9,139	-17.1%
EMPLOYMENT PRACTICES LIABILITY	\$8,235	\$7,863	-4.5%
CRIME - ERISA BOND (8/5/2024-2025)	\$1,855	\$1,855	0.0%
AUTOMOBILE	\$89,607	\$98,602	10.0%
UMBRELLA	\$28,957	\$31,042	7.2%
WORKERS' COMPENSATION	\$241,299	\$238,956	-1.0%
CYBER /CRIME	\$22,940	\$21,274	-7.3%
FNIC Fee**	\$26,903	\$26,903	0.0%
ANNUAL PREMIUM	\$685,180	\$740,326	8.0%

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 C LIQUOR LICENSE FOR PIZZOPIE, LLC DBA PIZZA WEST IN LA VISTA, NEBRASKA.

WHEREAS, PizzOPie, LLC dba Pizza West, 12040 McDermott Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C 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 C Liquor License submitted by PizzOPie, LLC dba Pizza West, 12040 McDermott Plaza, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 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: Captain D. J. Barcal

DATE: September 9, 2024

RE: Local Background Check– PizzOPie LLC, dba Pizza West

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 for PizzOPie LLC, dba Pizza West for Holly Purcell. 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.



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 31899

LICENSE TYPE

Class C Spirits, Wine, Beer On
and Off Sale

APPLICATION DATE RECEIVED

2024-08-15

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

PizzOPie LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Pizza West

CORPORATE NUMBER

INCORPORATION DATE

2024-07-29

CORRESPONDENCE ADDRESS

21412 Hickory Street
Elkhorn NE 68022

MAILING ADDRESS

PHYSICAL ADDRESS

12040 McDermott Plz
LaVista, NE 68128

CONTACT NAME

Holly Purcell

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 943-9050

ALTERNATE PHONE

FAX

EMAIL

hpurcell0422@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Holly Purcell	President		33
Joshua Purcell	Member		33
Cathy Beacom	Member		33

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 102375 (Active) - Class I Beer, Wine, Spirits On Sale Only (May 01, 2024 - Apr 30, 2025)
PIZZAWEST (PIZZAWEST INC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

Pizza West

OPERATOR

Holly Purcell

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2025-02-28

PHYSICAL ADDRESS

12040 McDermott Plz, La Vista, Nebraska, 68128

MAILING ADDRESS

12040 McDermott Plz, La Vista, Nebraska, 68128

CONTACT NAME

Holly Purcell

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 933-7499

ALTERNATE PHONE

(402) 943-9050

FAX**EMAIL**

hpurcell0422@gmail.com

PREMISES MANAGER

Holly Purcell

PREMISES MANAGER EMAIL

hpurcell0422@gmail.com

QUESTIONS**Class C Spirits, Wine, Beer On a**

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 is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)

A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

4800 square feet - Unsure of exact dimensions of bay - requesting a new floor plan diagram from the landlord currently and working on new lease agreements.

This building SOUTH facing with only one floor

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

Yes

24' L / 40' W - has fencing already

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

Only 1 floor

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

Yes

(document uploaded)

9. What date do you intend to open for business?

9/4/2024

10 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

United Republic Bank

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

No

12 Is anyone listed on this application a law enforcement officer?

No

13 List the primary bank and/or financial institution 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.

United Republic Bank

All members of LLC authorized on account - Josh, Holly, Cathy

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Current Liquor License holder for 7+ years and two locations

15 Are all individuals stated in this application over 21 years of age?

Yes

16 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

17 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Pizza West Business Plan.doc	Business Plan
Fingerprint Submission	Fingerprinting.pdf	Fingerprinting Form - all 3 members
Lease / Deed / Purchase Agreement	AssetPurchaseAgreement PizzaWest08-14-2024.pdf	Purchase Agreement
Lease / Deed / Purchase Agreement	PizzaWest LaVista Lease Renewal 2018-01.pdf	current lease
Lease / Deed / Purchase Agreement	Pizza West Lease - Executed 13-0311.pdf	current lease extension
Alcohol Inventory	Liquor Inventory.docx	Final inventory to be provided at closing
TOP with Business Purchase Agreement and Inventory	APPLICATION FOR TEMPORARY OPERATING PERMIT.pdf	TOP form
Premises Description & Diagram	Scanned Documents.pdf	Building plan
Premises Description & Diagram	THE PREMISES.pdf	Patio dimensions and diagram

APPLICANT

Holly Purcell

DECLARATION

☒ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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

APPLICATION FOR TEMPORARY OPERATING PERMIT

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.leg.nebraska.gov

Name of current licensee (seller): Pizzawest Inc

Name of applicant (buyer): PizzOPC, LLC - Holly Purcell

On this date 8/14/2024 buyer and seller entered into a contract for sale of the alcohol
(date)

related business known as: Pizza West
(Name of business currently licensed)

Located at:
12040 McDermott Plz, Ste 300, LaVista, NE 68128
(Street Address) (City) (Zip Code)

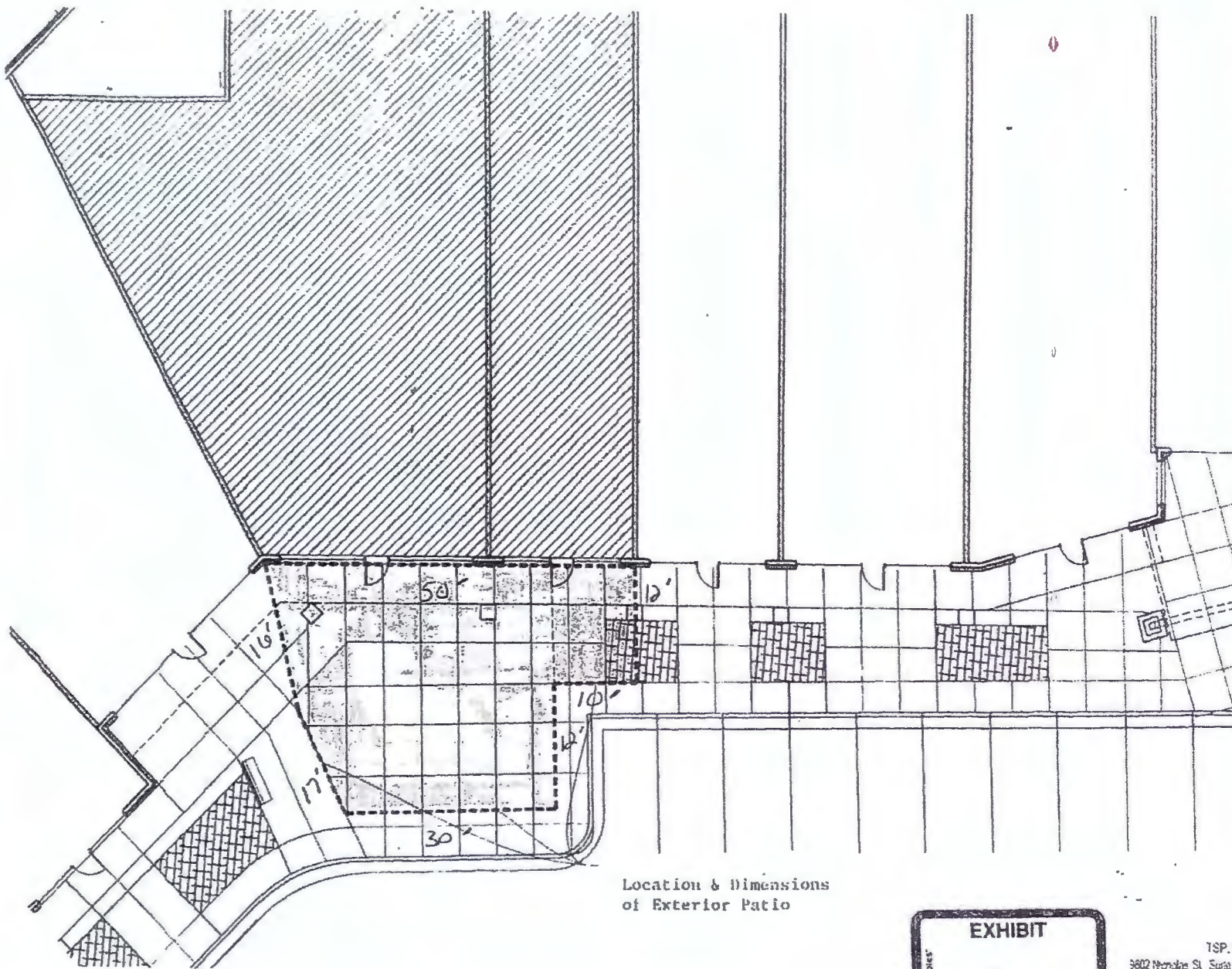
Requested effective date of Temporary Operating Permit: 9/4/2024
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

[Signature] JAMES W. DEMOLLY 8/14/2024
Signature of Seller Printed Name Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.

Holly Purcell Holly Purcell 8/14/2024
Signature of Buyer Printed Name Date



Location & Dimensions
of Exterior Patio



TSP, Jr.
3802 Monrovia St. Suite 20
Omaha NE 681

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – SOUND STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRUCE FOUNTAIN COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with WJHW, Inc. to provide an update to the 2017 sound study in relation to the Astro Amphitheater in the amount of \$13,000.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the study.

RECOMMENDATION

Approval.

BACKGROUND

In 2017 AECOM completed the “New Amphitheater Feasibility Study” in conjunction with Hunden Strategic Partners. Within the study was a sound study completed by WJHW, a sub-consultant of AECOM’s on the project. It has been determined that an update to this sound study is needed to assess the impact of the Astro Amphitheater on adjoining properties. The updated study will measure existing sound levels at one of the events and update the sound model for the area, and provide potential mitigation recommendations.

A copy of the agreement is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MJHW, INC., CARROLLTON, TEXAS TO PROVIDE AN UPDATE TO THE 2017 SOUND STUDY IN THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$13,000.00.

WHEREAS, the Mayor and City of La Vista has determined that the update to the sound study is necessary; and

WHEREAS, an RFP process was completed and on November 1, 2016, the City Council selected AECOM Economics to prepare a feasibility study for a proposed amphitheater; and

WHEREAS, AECOM subcontracted with WJHW, Inc. to provide sound study services in relation to the New Amphitheater Feasibility Study project; and

WHEREAS, the FY23/24 Biennial Budget contains funding for this study; 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 expenditure over \$5,000.00.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve the professional services agreement with WJHW, Inc., Carrollton, Texas, to provide certain professional services to update a prior sound study in an amount not to exceed \$13,000 subject to any specified conditions of Council and any revisions that the City Administrator may determine necessary or advisable.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



August 28, 2024

Mr. Christopher Solberg
Deputy Community Development Director
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Via Email: csolberg@cityoflavista.org

Re: **LA VISTA, NE – AMPHITHEATER UPDATED SOUND STUDY**
WJHW PROPOSAL FOR ACOUSTICAL ASSESSMENT

Dear Christopher:

Thank you for requesting a proposal from WJHW, Inc. for acoustical measurements and assessment at the La Vista, NE central park and the Astro Theater amphitheater. The scope below is based on the phone conversation between WJHW and City staff on August 16, 2024.

PROJECT UNDERSTANDING

We understand there are concerns from residents surrounding the Central Park area regarding sound from the Astro Theater amphitheater. From our phone call, we understand that there are no noise level limits for the theater, but they do adhere to a curfew with concerts ending by 10:30 pm Friday and Saturday, and ending by 10:00 pm on other nights. The complaints from residents have come during activities in the afternoon (sound check) as well as performances during the late evening.

SCOPE OF SERVICES

WJHW will provide acoustic design review and recommendations based on the acoustical performance desired by the Owner.

SITE MEASUREMENTS

We will:

- Make one (1) trip to La Vista, Nebraska to measure sound levels during a concert at the Astro Theater, including during sound check and the concert itself, and ambient measurements just before and after the concert. Measurements will include positions within the amphitheater at the audio control booth and in the surrounding community.

- While on site, we will review the existing acoustic treatments at the amphitheater and discuss operational and architectural changes that could be made to reduce sound levels within the community.
- Provide a report documenting the measurement methodology and conditions, and results from the acoustic testing.

ACOUSTIC MODELING AND RECOMMENDATIONS

We will:

- Create a model of the existing amphitheater and sound system within Soundplan, using the sound and observational data collected during our site observations
- Compare the predicted sound levels to those measured during the concert
- Model sound mitigation option(s) to determine the expected improvement to the nearby residences
- Provide a report with recommended sound mitigation (both operational and architectural) and predicted sound levels

FEES

We propose to perform the efforts described in the “Scope of Services” section of this proposal for the following fixed fees:

	Fee
Site Measurements	\$8,000
Acoustic Modeling & Recommendations	\$5,000
TOTALS	\$13,000

WJHW’s fees assume that all services shall be accepted as part of this proposal. WJHW reserves the right to renegotiate our fee estimates should the project’s final program, design direction and scope differ from what is outlined above.

INVOICING AND PAYMENTS

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment from Architect to WJHW shall be made upon receipt of payment by the Owner to the Architect.

PROJECT TRIPS

WJHW has assumed one trip to La Vista, Nebraska for our site measurements. Expenses associated with travel outside DFW will be charged at our cost. Expenses may include, but not be limited to, the cost for coach air travel, rental car, hotel, sustenance during travel, parking, and personal car mileage.

OPTIONAL ADDITIONAL SERVICES

The following efforts can be provided as an additional service upon request for the following fees including expenses:

Acoustical Site Visit – Additional Site Testing	\$6,000
---	---------

WJHW will make a one (1) day trip to the site at the request of the Owner or Architect to perform acoustical measurements at an additional concert. Our findings will be summarized in a letter, as appropriate, to convey changes or results needed to meet the intent of the acoustical recommendations.

EXCLUSIONS

The following services are not a part of our basic services but can be addressed in an addendum to this proposal if deemed necessary:

- Environmental assessment or building shell noise mitigation
- Any design/redesign of systems that may become necessary to accommodate changes in the approved program after release of the CD documents.
- Attendance at regularly scheduled, i.e., weekly design or construction meetings.
- Preparation or coordination of Contractor As-Built Drawings.
- Computer generated modeling and auralizations utilizing software such as EASE, CATT-Acoustic, or similar software.

OTHER PROJECT PROVISIONS

Responsibilities

VALUE ENGINEERING: If “value engineering” (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW’s recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If the Architect or Owner requires the incorporation of changes to the project documents to which WJHW has objected, the Architect and Owner agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney’s fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by the Architect or Owner.

RE-DESIGN: WJHW will perform programming, analysis and design work one time. If we are requested to provide re-design or value engineering changes, after our design is issued for bid and/or incorporated, due to something beyond our control (change in overall project budget, changes based on the Architect’s or Owner’s request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

ADDITIONAL SERVICES: The need to perform Additional Services may arise as the Project proceeds. If that occurs, WJHW will notify the Owner and Architect for direction. Additional Services, if approved, shall be provided on either hourly basis or for a negotiated fee, plus reimbursable expenses.

SEAL: There is no “seal” for our design services; therefore, the contract documents produced will not be sealed by WJHW.

BIM TOOLS (REVIT) STATEMENT: WJHW has the capability of preparing our documents in Revit for the design development and construction document phases as directed. It is understood, that due to the lack of REVIT capabilities to model small items that every element of the technical systems may not be fully represented in 3D. These items will be shown on our 2D drawings.

STANDARD OF CARE: WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

EXCLUSION: Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

LIMITATIONS OF CONSTRUCTION RESPONSIBILITIES: WJHW shall not have control over, or charge of, and shall not be responsible for, construction, means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

INSURANCE

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond these limits which are carried by WJHW as directed by Architect or Owner can be added to our proposal as a line item or invoiced as a reimbursable expense.

Our coverage amounts and limits are:

Coverage Type	Per Occurrence	Aggregate/Limit
General Liability	\$1,000,000	\$2,000,000
Automobile	\$1,000,000	n/a
Umbrella	\$5,000,000	\$5,000,000
Workers Comp	\$1,000,000	\$1,000,000
Professional Liability	\$5,000,000	\$5,000,000

MISCELLANEOUS

GOVERNMENT FEES: The professional fees listed in the proposal/ agreement do not include any government-imposed fees, duties, taxes (excise or otherwise), accounting costs associated with computing these costs or other costs, which are not specifically contained within the professional fees or the reimbursable expenses. Any such fees or taxes, which are imposed on the professional services provided by WJHW, will be added to our invoices.

INDEMNIFICATION: WJHW, Architect and Owner agree to indemnify and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent caused by the negligent acts, errors, or omissions of the other, or anyone for whose acts either of them may be legally liable.

ENTIRE AGREEMENT: This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

TERMINATION

This Agreement may be terminated by either party upon no less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement.

Thank you for giving us this opportunity to be of service. Please let me know if you have any questions or find that you need anything additional from us.

Best Regards,

WJHW, Inc.



Emily Piersol, PE
Associate

ACCEPTED:

By

Title

Date

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 17, 2024 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – PARKING GARAGE AND BRIDGE INSPECTIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with HGM Associates for services related to the inspection of the structural integrity of the City's bridge infrastructure and submittal of the state report, as well as the initial inspection of Parking Garage #1 in an amount not to exceed \$12,600.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for these services.

RECOMMENDATION

Approval.

BACKGROUND

The Nebraska Department of Transportation requires cities to inspect bridge infrastructure every two years and submit a report to the state for review. Previously, staff were trained to do the inspections and reports were submitted. This approach worked well when the city's bridges were newer. However, as the bridges have aged and the reporting requirements for bridges on the National Highway System (NHS) have increased, the services of a professional consultant are necessary to ensure that findings and recommendations are consistent with the state of practice, thus ensuring the safety of the traveling public. The fee for inspection of La Vista's ten (10) bridges is not to exceed \$7,500.

In addition, it is recommended that HGM make the initial inspection of Parking Garage #1, which has been in service since 2019. The parking garages should be inspected on a 5-year cycle to monitor and document the physical condition of the garage to ensure the long-term serviceability of the asset. The fee for the inspection of Parking Garage #1 is not to exceed \$5,100.

HGM has completed the last two rounds of biennial inspections of the City's in-service bridges and has the experience and capability to perform the initial inspection of Parking Garage #1. The inspections will be completed in October/November 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HGM ASSOCIATES INC. FOR BRIDGE AND PARKING GARAGE INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$12,600.00.

WHEREAS, the City Council of the City of La Vista has determined that bridge and parking garage inspection services are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for these services; 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, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with HGM Associates Inc. for bridge and parking garage inspection services in an amount not to exceed \$12,600.00.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



September 9, 2024

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

Subject: 2024 City of La Vista Bridge and Parking Garage Inspection
10 Bridge Structures and 1 Parking Garage Structure
HGM Proposal No. 000724-092

Dear Pat:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including the re-inspection of 10 bridges, and the initial five-year inspection of Parking Garage #1. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization. A list of bridges owned by the City of La Vista is attached as Exhibit C.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$7,500 for the bridge inspections, and \$5,100 for the garage inspection for a total of \$12,600. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. Pat Dowse, PE

September 9, 2024

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all inspection work can then be completed during October 2024, in accordance with the 24-month maximum inspection intervals required by NBIS and NDOT. Final inspection reports will be completed by November 30, 2024, in accordance with the 30-day report deadline required by NDOT. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Structural Project Manager

Acceptance of Proposal:
CITY OF LA VISTA - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated May 10, 2024, between: CITY OF LA VISTA, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT).

Subject: 2024 City of La Vista Bridge and Parking Garage Inspection
10 Bridge Structures and 1 Parking Garage Structure
HGM Proposal No. 000724-092

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

Bridge Routine Inspection

CONSULTANT will perform a Routine Inspection using personnel that are qualified as Team Leaders in accordance with CFR Section 650 Subpart C. Photographs will be taken of the roadway and general elevation views of the structure in addition to detail photos of deficiencies that are found. We will perform the underwater inspection of these structures whenever possible by conventional methods (sounding, probing, or use of chest waders). Use of divers is not included in this proposal.

Bridge Inspection Report

CONSULTANT will provide an inspection report for each bridge consisting of the following items to be placed in the CLIENT'S permanent file:

1. *Routine Inspection Field Report* or *Element Level Inspection Report* (as required) which includes a written summary of the BrM inspection data, current data regarding bridge deficiencies, structural conditions of bridge members including section loss estimates, effectiveness of past repairs, and channel and scour conditions noted in the field.
2. *Photograph Sheets* that include captions dictated on site.
3. *Current SIA Form* showing the data included in the BrM database.
4. *Recommended Maintenance Items Checklist* showing the deficient items that should be corrected as part of the routine bridge maintenance program.
5. *Critical Findings Report* will be included if a deficiency is found that requires immediate follow up or action.
6. *BrM Data* will be entered into the NDOR database by the CONSULTANT.

Bridge Element Level Inspection

4 bridges require element level field inspection and reporting due to their location on designated National Highway System roadways. These bridges will be inspected in accordance with the NDOR Bridge Inspection Program (BIP) Manual requirements for element level inspections and reporting in BrM.

Client Responsibilities

1. Bridge Inspection: None.

Parking Garage Structure Initial 5 Year Inspection

CONSULTANT will perform an *Initial Inspection* in accordance with guidelines developed by the National Parking Association which are included in the following list.

1. Visually inspect structural elements for signs of cracks, spalling, or delaminations of the concrete.
2. Visually inspect columns, beams, and supports for rust, corrosion, or damage.
3. Look for water leaks, ponding water, condensation, or signs of water damage.
4. Visually inspect joints for effectiveness, damage, wear, and tear.
5. Visually inspect floor coatings and other water proofing coatings for damage, wear and tear.
6. Look for cracks, potholes, or uneven areas that could pose a tripping hazard.
7. Look for areas of collision damage to the garage and evaluate how they affect the structure.
8. Visually inspect the drainage system for functionality, leaks, and damage.
9. Visually inspect the traffic signs, directional signs, and markings for visibility and legibility.
10. Inspect all visible grout pockets for the post tensioning strands for leakage, spalling, and staining.
11. Visually inspect tension areas of post tensioned beams and slabs for cracking. Note areas and types of repairs, evaluate their effectiveness, and incorporate them into the report.
12. Note areas and types of repairs, evaluate their effectiveness and incorporate them into the report.

Parking Garage Structure Inspection Report

CONSULTANT will provide an inspection report that documents areas of concern with locations, photographs, and recommendations for repairs and remediation if needed to be placed in the CLIENT'S permanent file.

Client Responsibilities

1. Parking Garage Inspection: City should wash down the floors at the start of the inspection to aid in the inspection process. This will help identify leaks, plugged drains, coating issues, etc.

This is an exhibit attached to and made part of the letter agreement dated May 10, 2024, between: CITY OF LA VISTA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this agreement are the property of the CLIENT. CONSULTANT shall deliver these documents to CLIENT at the conclusion of the project without restriction or limitation as to further use.

CLIENT acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for CONSULTANT to review the data and modify it if necessary for the intended purpose will be at CLIENT'S sole risk and without legal exposure or liability to CONSULTANT

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT for work performed in accordance with this Agreement to the satisfaction of CLIENT, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted as agreed by the parties.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted as agreed by the parties in writing.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and shall mean expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT's rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service Clause above. If the CLIENT requests copies of the CONSULTANT's Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes, except for any changes arising out of or resulting from any negligent act or omission of CONSULTANT. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service shall be from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that such utilities as shown on the CONSULTANT'S instruments of service comprise all utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration or completion of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$2,000,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Rev 130722

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
CONSTRUCTION, GRADING AND SITE PREPARATION EASEMENT – SIDEWALK EASEMENT – CITY OF LA VISTA AND LA VISTA CITY CENTRE, LLC	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

Resolutions have been prepared to authorize the Mayor and City Clerk to execute documents associated with easement agreements on Lot 1 La Vista City Centre Replat Four and Lot 11 La Vista City Centre Replat Three.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

After a review of construction, grading, and site preparation easements in La Vista City Centre it was determined that the existing easements that would have allowed for the construction of improvements on Lot 12 La Vista City Centre had expired. As such, to allow for the continuance of construction activities taking place on Lot 1 La Vista City Centre Replat Four, as well as Lot 11 La Vista City Centre Replat Three, new easements are necessary. This easement provides legal allowances to the City and the developer of La Vista City Centre to access the properties included in the agreement for construction activities related to the surface parking lot and related improvements on Lot 12 La Vista City Centre Replat Three.

Additionally, it has been determined that a sidewalk easement is also necessary to allow for the construction of sidewalks connecting the parking lot to the remainder of the La Vista City Centre development. These sidewalks cross over portions of Lot 1 La Vista City Centre Replat Four and Lot 11 La Vista City Centre Replat Three at various points.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN ENCROACHMENT EASEMENT AGREEMENT IN CONNECTION WITH PUBLIC IMPROVEMENTS TO BE CONSTRUCTED ON LOT 12, LA VISTA CITY CENTER REPLAT THREE.

WHEREAS, the City of La Vista owns and will construct certain public improvements on Lot 12, La Vista City Centre Replat Three that will encroach upon Lot 1 La Vista City Centre Replat Four and Lot 11 La Vista City Center Replat Three; and

WHEREAS, La Vista City Centre, LLC or any affiliated entity of La Vista City Centre, LLC, as owner of Lot 1 La Vista City Centre Replat Four and Lot 11 La Vista City Center Replat Three, finds the encroachments upon Lot 1 La Vista City Centre Replat Four and Lot 11 La Vista City Center Replat Three acceptable and is willing to grant the City of La Vista an easement for such encroachments; and

WHEREAS, a proposed Encroachment Easement Agreement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Encroachment Easement Agreement as presented, subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer determines necessary or appropriate ("Easement").

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Easement and to take all other actions as he determines necessary or appropriate to carry out this Resolution or the Easement.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Upon Recording Return to:
Tom McKeon.
Fitzgerald Schorr PC LLC
200 Regency One
10050 Regency Circle
Omaha, NE 68114

ENCROACHMENT EASEMENT AGREEMENT

THIS ENCROACHMENT EASEMENT AGREEMENT (this "Agreement") is made and entered into effective as of the last date executed below ("Effective Date") by and between La Vista City Centre, LLC, a Nebraska limited liability company ("Redeveloper"), and the City of La Vista, a Nebraska municipality (the "City").

WHEREAS, Redeveloper is the owner of that certain real property located in the City of La Vista, County of Sarpy, State of Nebraska, as more particularly described or depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Redeveloper Parcels");

WHEREAS, City is the owner of that certain real property in the City of La Vista, County of Sarpy, State of Nebraska, as more particularly described or depicted on Exhibit "B" attached hereto and incorporated herein by this reference (the "City Parcel");

WHEREAS, the City Parcel is immediately adjacent to the Redeveloper Parcels;

WHEREAS, the City will construct public offstreet parking, sidewalk and other improvements on the City Parcel (collectively, the "Improvements") as described or depicted on Exhibit "C", parts of which, namely parts of the public sidewalk improvements, encroach on Redeveloper Parcels as described or depicted in such Exhibit "C" ("Encroachment"); and

WHEREAS, Redeveloper desires to provide an easement with respect to such Encroachment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Redeveloper and City agree as follows:

1. Incorporation. The forgoing recitals and all exhibits referenced in this Agreement are incorporated into this Agreement by reference.

2. Grant of Easement. Redeveloper hereby grants and conveys unto City and City's successors and assigns a perpetual, exclusive easement for purposes of allowing the Encroachment to remain undisturbed on the Redeveloper Parcels (the "Improvements Easement").

3. Maintenance. City shall maintain the Improvements constituting the Encroachment in good condition and repair. City may, to the extent reasonably necessary, enter onto the Redeveloper Parcels for the express purpose of maintaining, inspecting, repairing, or replacing any or all of said Improvements.

4. Duration. This Agreement shall remain in effect so long as the Improvements remain in substantially the same form and location as initially constructed or replaced; and upon removal, demolition, or destruction thereof with no intent to replace or repair, this Agreement shall terminate.

5. Beneficiaries. The easement provided by this Agreement is also for the benefit of any contractor, agent, employee or representative of City.

6. Binding Effect. This Agreement is and shall be deemed to be a covenant running with the land and shall be binding upon the Parties and upon their respective successors and/or assigns until terminated as set forth herein.

7. Indemnification. Subject to applicable limitations or other provisions of the Nebraska Political Subdivisions Tort Claims Act, City shall defend, indemnify and hold harmless Redeveloper against any and all damages, losses, expenses, costs, and liabilities (including, without limitation, all interest, penalties, and attorney's fees) based upon or arising out of any claim of personal injury, property damage, or other claim proximately caused by any negligent action or inaction of the City in connection with the Improvements or its use of the easement provided by this Agreement, except for any losses, liabilities, damages, suits, claims, expenses, fees, or costs arising out of or resulting from Redeveloper's negligence or willful misconduct. In the event that Redeveloper receives notice of any claim to which the indemnification hereunder applies, Redeveloper shall inform City of the claim as soon as is reasonably possible.

8. Notice. All notices and correspondence under this Agreement shall be given by certified or registered mail or by overnight delivery with a national courier providing confirmation of delivery to the following addresses:

City

City Clerk
8116 Park View Blvd.
La Vista, NE 68128

With copies to

City Administrator
8116 Park View Blvd.
La Vista, NE 68128

City Engineer
9900 Portal Road
La Vista, NE 68128

Fitzgerald Schorr, PC, LLO
Attn: Tom McKeon
200 Regency One
10050 Regency Circle

Omaha, NE 68114

Redeveloper

La Vista City Centre, LLC
Attn: Christopher L. Erickson
222 S. 15th Street #1404S
Omaha, NE 68102

With a copy to

Ringenberg & Rattner Law
Attn: Kendra J. Ringenberg
14301 FNB Parkway, Suite 204
Omaha, Nebraska 68154

9. Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the same would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with each and every provision of this Agreement.

11. Headings. The section headings appearing herein are for convenience of the Parties only and do not affect, define, limit, or construe the contents of the various sections in this Agreement.

12. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue. This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. Any suit in connection with this Agreement shall be filed and maintained in the District Court of Sarpy County. All parties consent to jurisdiction of said court and agree that venue is proper.

13. Entire Agreement; Amendment. Each person signing this Agreement on behalf of a Party acknowledges that he/she has read and fully understands the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior oral or written negotiations, representations, or agreements, with respect to the subject matter hereof. This Agreement may be modified only by written instrument duly authorized and executed by all Parties.

14. Counterparts. This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

**[Remainder of Page Intentionally Left Blank.
Signature Pages to Follow.]**

LA VISTA CITY CENTRE, LLC,
a Nebraska limited liability company

By: _____

Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.

COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, personally known to me, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof on behalf of La Vista City Centre, LLC to be his voluntary act and deed and the voluntary act and deed of said La Vista City Centre, LLC.

[Seal]

Notary Public

EXHIBIT “A”

Redeveloper Parcels

Lot 1, La Vista City Centre Replat Four, City of La Vista, Sarpy County, NE

Lot 11, La Vista City Centre Replat Three, City of La Vista, Sarpy County, NE

EXHIBIT “B”

City Parcel

Lot 12, La Vista City Centre Replat Three, City of La Vista, Sarpy County, NE

EXHIBIT C

LOT 1 CONSTRUCTION, GRADING & SITE PREPARATION EASEMENT

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST PROPERTY CORNER OF LOT 1 LA VISTA CITY CENTRE;
THENCE SOUTH 02° 32' 32" EAST (ASSUMED BEARING) ALONG THE WESTERLY PROPERTY
LINE OF SAID LOT 1, A DISTANCE OF 42.00 FEET (BEARINGS REFERENCE TO THE FINAL PLAT
OF LA VISTA CITY CENTRE REPLAT 4, A SUBDIVISION, AS SURVEYED, PLATTED AND
RECORDED IN SARPY COUNTY, NEBRASKA) TO THE POINT OF BEGINNING; THENCE NORTH
87° 27' 28" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 02° 32' 32" EAST ALONG A
LINE 20.00 EAST AND PARALLEL TO THE WESTERLY PROPERTY LINE OF SAID LOT 1, A
DISTANCE OF 247.85 FEET; THENCE SOUTH 47° 22' 53" EAST A DISTANCE OF 17.87 FEET
TO THE SOUTHERN PROPERTY LINE OF SAID LOT 1; THENCE SOUTH 42° 37' 07" WEST
ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET;
THENCE NORTH 26° 24' 24" WEST CONTINUING ALONG THE WESTERLY PROPERTY LINE OF
SAID LOT 1 A DISTANCE OF 75.83 FEET; THENCE NORTH 26° 24' 24" WEST CONTINUING
ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 1 A DISTANCE OF 75.83 FEET; THENCE
CONTINUING ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 1 ALONG A CURVE TO THE
RIGHT (HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING NORTH 14° 23' 38" WEST
FOR 2.08 FEET) FOR AN ARC LENGTH OF 2.10 FEET; THENCE NORTH 02° 22' 53" WEST
CONTINUING ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 1, A DISTANCE OF 32.57
FEET; THENCE NORTH 87° 37' 07" EAST CONTINUING ALONG THE WESTERLY PROPERTY
LINE OF SAID LOT 1, A DISTANCE OF 12.60 FEET; THENCE NORTH 02° 32' 32" WEST
CONTINUING ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 1, A DISTANCE OF 170.70
FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5,873.51 SQUARE FEET, MORE OR LESS.



© DLR Group

6457 FRANCES STREET
OMAHA, NE 68106
NE CERTIFICATION OF AUTHORIZATION #CA-0404

C-2

(Project Number)
10-17105-42
(Date)
08.30.2024

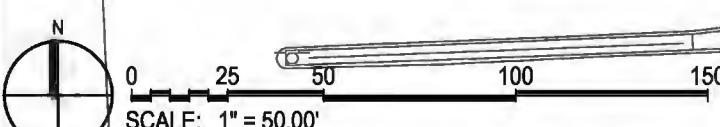
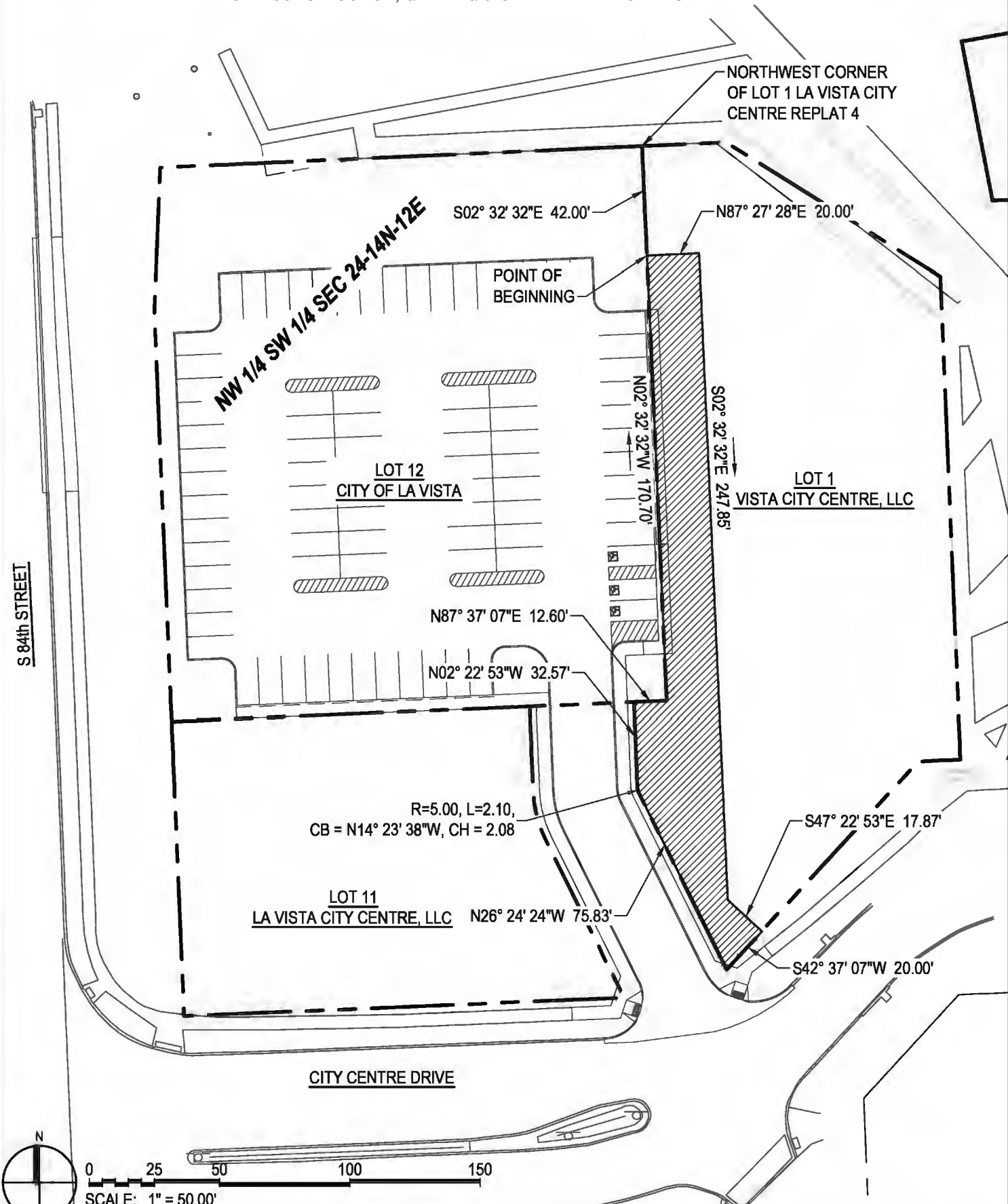
LVCC - LOT 12 PARKING
CITY OF LA VISTA

EXHIBIT C - LOT 1 GRADING EASEMENT

LOT 12 - LVCC
LA VISTA, NE 68128

EXHIBIT C

LOT 1 CONSTRUCTION, GRADING & SITE PREPARATION EASEMENT



DLR GROUP
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8457 FRANCES STREET
OMAHA, NE 68106
NE CERTIFICATION OF AUTHORIZATION #CA-0404

C-1

(Project Number)
10-17105-42
(Date)
06.30.2024

LVCC - LOT 12 PARKING
CITY OF LA VISTA

EXHIBIT C - LOT 1 GRADING EASEMENT

LOT 12 - LVCC
LA VISTA, NE 68128

EXHIBIT C

LOT 11 CONSTRUCTION, GRADING & SITE PREPARATION EASEMENT

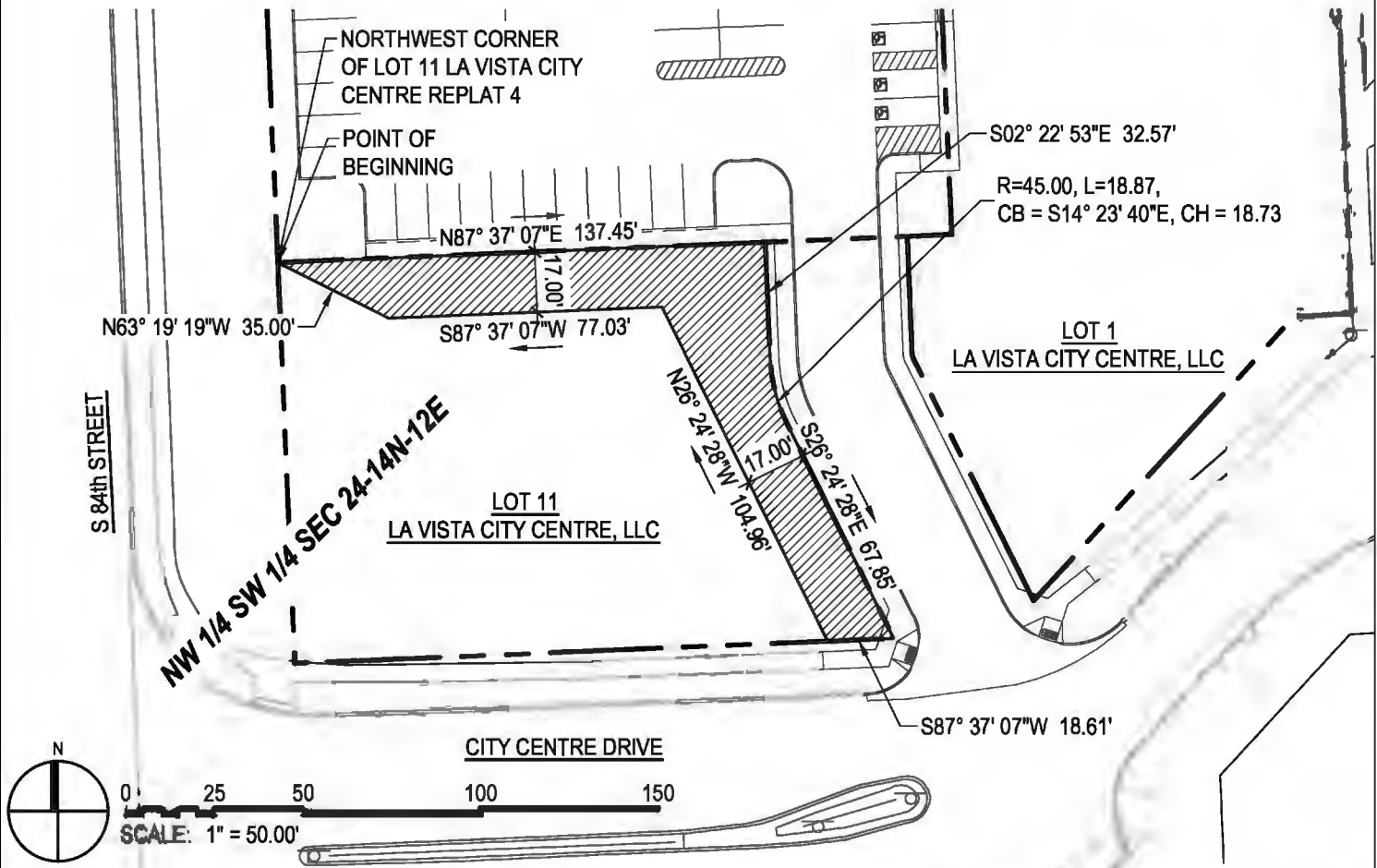


EXHIBIT C

LOT 11 CONSTRUCTION, GRADING & SITE PREPARATION EASEMENT

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COMMENCING AT THE NORTHWEST PROPERTY CORNER OF LOT 11 LA VISTA CITY CENTRE; SAID PROPERTY CORNER ALSO BEING THE POINT OF BEGINNING, THENCE NORTH 87° 37' 07" EAST (ASSUMED BEARING) ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 11, A DISTANCE OF 137.45 FEET (BEARINGS REFERENCE TO THE FINAL PLAT OF LA VISTA CITY CENTRE REPLAT 3, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA); THENCE SOUTH 02° 22' 53" EAST ALONG THE EASTERLY PROPERTY LINE OF SAID LOT 11, A DISTANCE OF 32.57 FEET; THENCE CONTINUING ALONG THE EASTERLY PROPERTY LINE OF SAID LOT 11 ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 45.00 FEET AND A CHORD BEARING SOUTH 14° 23' 40" EAST FOR 18.73 FEET) FOR AN ARC LENGTH OF 18.87 FEET; THENCE SOUTH 26° 24' 28" EAST CONTINUING ALONG THE EASTERLY PROPERTY LINE OF SAID LOT 11, A DISTANCE OF 67.85 FEET TO THE SOUTHEAST PROPERTY CORNER OF SAID LOT 11; THENCE SOUTH 87° 37' 07" WEST A DISTANCE OF 18.61 FEET; THENCE NORTH 26° 24' 28" WEST, ALONG A LINE 17.00 FEET WEST AND PARALLEL TO THE EASTERLY PROPERTY LINE OF LOT 11, A DISTANCE OF 104.96 FEET; THENCE SOUTH 87° 37' 07" WEST, ALONG A LINE 17.00 FEET SOUTH AND PARALLEL TO THE NORTHERLY PROPERTY LINE OF LOT 11, A DISTANCE OF 77.03 FEET; THENCE NORTH 63° 19' 19" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 4,008.23 SQUARE FEET, MORE OR LESS.



8457 FRANCES STREET
OMAHA, NE 68106
NE CERTIFICATION OF AUTHORIZATION #CA-0404

C-1

(Project Number)
10-17105-42
(Date)
06.30.2024

LVCC - LOT 12 PARKING
CITY OF LA VISTA

EXHIBIT C - LOT 11 GRADING EASEMENT

LOT 12 - LVCC
LA VISTA, NE 68128

EXHIBIT “C”

Description or Depiction of Improvements and Encroachment

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONSTRUCTION, GRADING AND SITE PREPARATION EASEMENT IN CONNECTION WITH PUBLIC IMPROVEMENTS TO BE CONSTRUCTED ON LOT 12, LA VISTA CITY CENTER REPLAT THREE.

WHEREAS, the City of La Vista ("City") owns and will construct certain public improvements on Lot 12, La Vista City Centre Replat Three; and

WHEREAS, La Vista City Centre LLC, ("Redeveloper") owns Lot 1 La Vista City Centre Replat Four and Lot 11, La Vista City Centre Replat Three (together "Redeveloper Property"); and

WHEREAS, the City requires an easement over the Redeveloper Property for the purposes of construction, grading and site preparation on Lot 12, La Vista City Centre Replat Three, and Redeveloper desires to grant such easement; and

WHEREAS, a proposed Construction, Grading and Site Preparation Easement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Construction, Grading and Site Preparation Easement as presented, subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer determines necessary or appropriate ("Easement");

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the Easement and to take all other actions as he determines necessary or appropriate to carry out this Resolution or the Easement.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Upon Recording Return to:
Tom McKeon.
Fitzgerald Schorr, PC, LLO
200 Regency One
10050 Regency Circle
Omaha, NE 68114

CONSTRUCTION, GRADING AND SITE PREPARATION EASEMENT

THIS CONSTRUCTION, GRADING AND SITE PREPARATION EASEMENT ("Easement" or "Agreement") is made and entered into effective as of the last date executed below ("Effective Date"), by and between La Vista City Centre, LLC, a Nebraska limited liability company ("Redeveloper") and the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City").

WHEREAS, Redeveloper is the owner of certain real property located in the City of La Vista, County of Sarpy, State of Nebraska, as more particularly described or depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Redeveloper Parcels");

WHEREAS, City is the owner of certain real property located in the City of La Vista, County of Sarpy, State of Nebraska, as more particularly described or depicted on Exhibit "B" attached hereto and incorporated herein by this reference (the "City Property");

WHEREAS, the City Parcel is immediately adjacent to the Redeveloper Parcels;

WHEREAS, the City will construct public offstreet parking, sidewalk and other improvements on the City Parcel (collectively, the "Improvements") as described or depicted in Exhibit "C" attached hereto and incorporated herein by reference, and in connection with such Improvements requires a construction, grading and site preparation easement on the Redeveloper Parcels; and

WHEREAS, Redeveloper desires to grant such easement over the Redeveloper Parcels to the City for such purposes.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Redeveloper and City agree as follows:

1. Incorporation. The forgoing recitals and all exhibits referenced in this Easement are incorporated into this Easement by reference.

2. Grant of Construction, Grading and Site Preparation Easement.

a. City Easement. Subject to the terms of this Easement, Redeveloper hereby grants to City a non-exclusive easement over the Redeveloper Parcels for the purposes of staging, access, grading, site preparation and other uses in connection with construction of the Improvements, as initially described on Exhibit "D" attached hereto and incorporated herein by this reference and including without limitation, grading, temporary or permanent removal or relocation of soils, storage of materials or equipment, and other uses or work in preparation for or to construct the Improvements on the City Property as the City Engineer determines necessary (the "Uses"). For purposes of this Easement, the City Administrator, City Engineer, or her or his designee shall be authorized to make all determinations regarding the Uses and construction of the Improvements, including without limitation time of commencement, which may begin upon such approvals of the City Council as the City Administrator, City Engineer, or such designee determines sufficient. Upon completing the Improvements, City promptly shall, remove from Redeveloper Parcels any and all materials, debris and equipment connected with such work. City agrees to keep the Redeveloper Parcels free and clear of liens for labor and material expended by City. City shall not transfer, assign or otherwise convey any interest City has in the Easement without prior written consent of Redeveloper.

3. Beneficiaries. This Easement is also for the benefit of any contractor, agent, employee and representative of City that performs any of the Uses or work to construct the Improvements.

4. Term. This Easement runs with the land and shall be binding on the parties and their respective successors and assigns during the Term (as hereinafter defined). The Easement shall commence as of the Effective Date and shall terminate upon completion of the Improvements (the "Term"), after which City shall execute a release of this Easement if requested by Redeveloper. Notwithstanding the foregoing, the City shall continue to have access to the Redeveloper Parcels as needed for any follow-up actions to the Uses or construction of the Improvements, provided such follow-up actions do not materially interfere with Redeveloper's use of the Redeveloper Parcels.

5. Indemnification. Subject to applicable limitations or other provisions of the Nebraska Political Subdivisions Tort Claims Act, City shall defend, protect, indemnify, and hold harmless Redeveloper against any and all damages, losses, expenses, costs, and liabilities (including, without limitation, all interest, penalties, and attorney's fees) based upon or arising out of any claim of personal injury, property damage, or other claim proximately caused by any negligent action or inaction of the City in connection with the Improvements or its use of the Easement, except for any losses, liabilities, damages, suits, claims, expenses, fees, or costs arising out of or resulting from Redeveloper's negligence or willful misconduct. In the event that Redeveloper receives notice of any claim to which the indemnification hereunder applies, Redeveloper shall inform City of the claim as soon as is reasonably possible.

6. Notices. All notices and correspondence under this Easement shall be given by certified or registered mail or by overnight delivery with a national courier providing confirmation of delivery to the following addresses:

City

City Clerk
8116 Park View Blvd.
La Vista, NE 68128

With copies to

City Administrator
8116 Park View Blvd.
La Vista, NE 68128

City Engineer
9900 Portal Road
La Vista, NE 68128

Fitzgerald Schorr, PC, LLO
Attn: Tom McKeon
200 Regency One
10050 Regency Circle
Omaha, NE 68114

Redeveloper

La Vista City Centre
Attn: Christopher L. Erickson
222 S. 15th Street #1404S
Omaha, NE 68102

With a copy to

Ringenberg & Rattner Law
Attn: Kendra J. Ringenberg
14301 FNB Parkway, Suite 204
Omaha, Nebraska 68154

7. Severability. If any portion of this Easement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision(s) of this Easement are invalid or unenforceable, but that by limiting such provision(s) the same would become valid and enforceable, then such provision(s) shall be deemed to be written, construed, and enforced as so limited.

8. Waiver. The failure of Redeveloper or City to enforce any provision of this Easement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with each and every provision of this Easement.

9. Headings. The section headings appearing herein are for the convenience of the parties only and do not affect, define, limit or construe the contents of the various sections in the Easement.

10. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue. This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. Any suit in connection with this Agreement shall be filed and maintained in the District Court of Sarpy County. All parties consent to jurisdiction of said court and agree that venue is proper.

11. Entire Agreement; Amendment. Each person signing this Agreement on behalf of a Party acknowledges that he/she has read and fully understands the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior oral or written negotiations, representations, or agreements, with respect to the subject matter hereof. This Agreement may be modified only by written instrument duly authorized and executed by all Parties.

12. Counterparts. This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may

execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Easement as of the Effective Date.

CITY OF LA VISTA:

Douglas Kindig, Mayor

City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

STATE OF NEBRASKA)

)ss.

COUNTY OF SARPY)

On this ____ day of _____, 2024, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

Notary Public

LA VISTA CITY CENTRE, LLC,
a Nebraska limited liability company

By: _____

Christopher L. Erickson, Manager

STATE OF NEBRASKA)

)ss.

COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, personally known to me, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof on behalf of La Vista City Centre, LLC to be his voluntary act and deed and the voluntary act and deed of said La Vista City Centre, LLC.

[Seal]

Notary Public

EXHIBIT “A”

REDEVELOPER PARCELS

Lot 1, La Vista City Centre Replat Four, City of La Vista, Sarpy County, NE

Lot 11, La Vista City Centre Replat Three, City of La Vista, Sarpy County, NE

EXHIBIT “B”

CITY PARCEL

Lot 12, La Vista City Centre Replat Three, City of La Vista, Sarpy County, NE

EXHIBIT “C”

IMPROVEMENTS

EXHIBIT C

LOT 1 CONSTRUCTION, GRADING & SITE PREPARATION EASEMENT

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT OF LAND CONTAINS 5,873.51 SQUARE FEET, MORE OR LESS.



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6457 FRANCES STREET
OMAHA, NE 68106
NE CERTIFICATION OF AUTHORIZATION #CA-0404

C-2

(Project Number)
10-17105-42
(Date)
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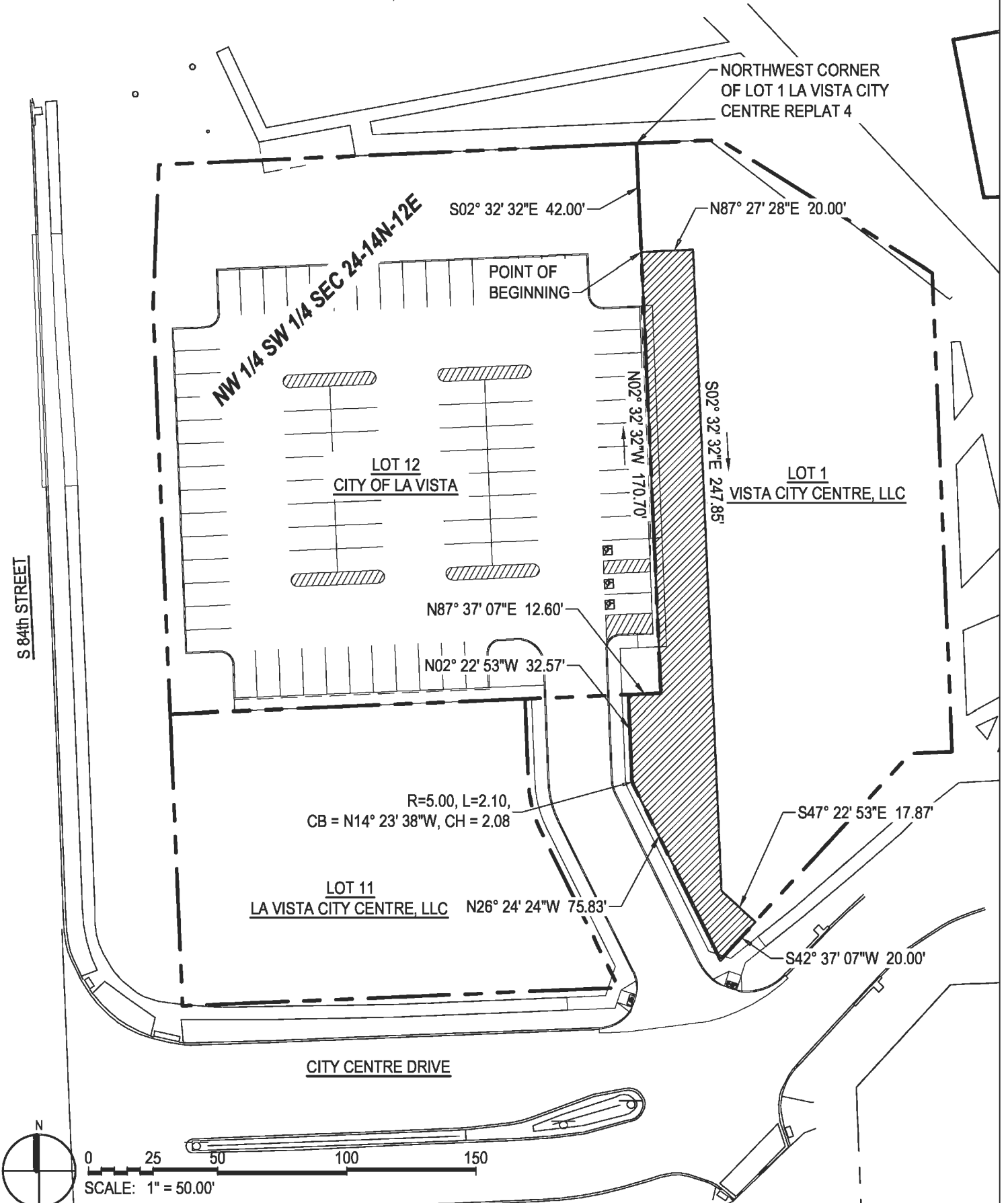
LVCC - LOT 12 PARKING
CITY OF LA VISTA

EXHIBIT C - LOT 1 GRADING EASEMENT

LOT 12 - LVCC
LA VISTA, NE 68128

EXHIBIT C

LOT 1 CONSTRUCTION, GRADING & SITE PREPARATION EASEMENT



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Aug 30, 2024 3:56pm - lbayless

DLRGROUP
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6457 FRANCES STREET
OMAHA, NE 68106
NE CERTIFICATION OF AUTHORIZATION #CA-0404

C-1

(Project Number)
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LVCC - LOT 12 PARKING
CITY OF LA VISTA

EXHIBIT C - LOT 1 GRADING EASEMENT

LOT 12 - LVCC
LA VISTA, NE 68128

EXHIBIT C

LOT 11 CONSTRUCTION, GRADING & SITE PREPARATION EASEMENT

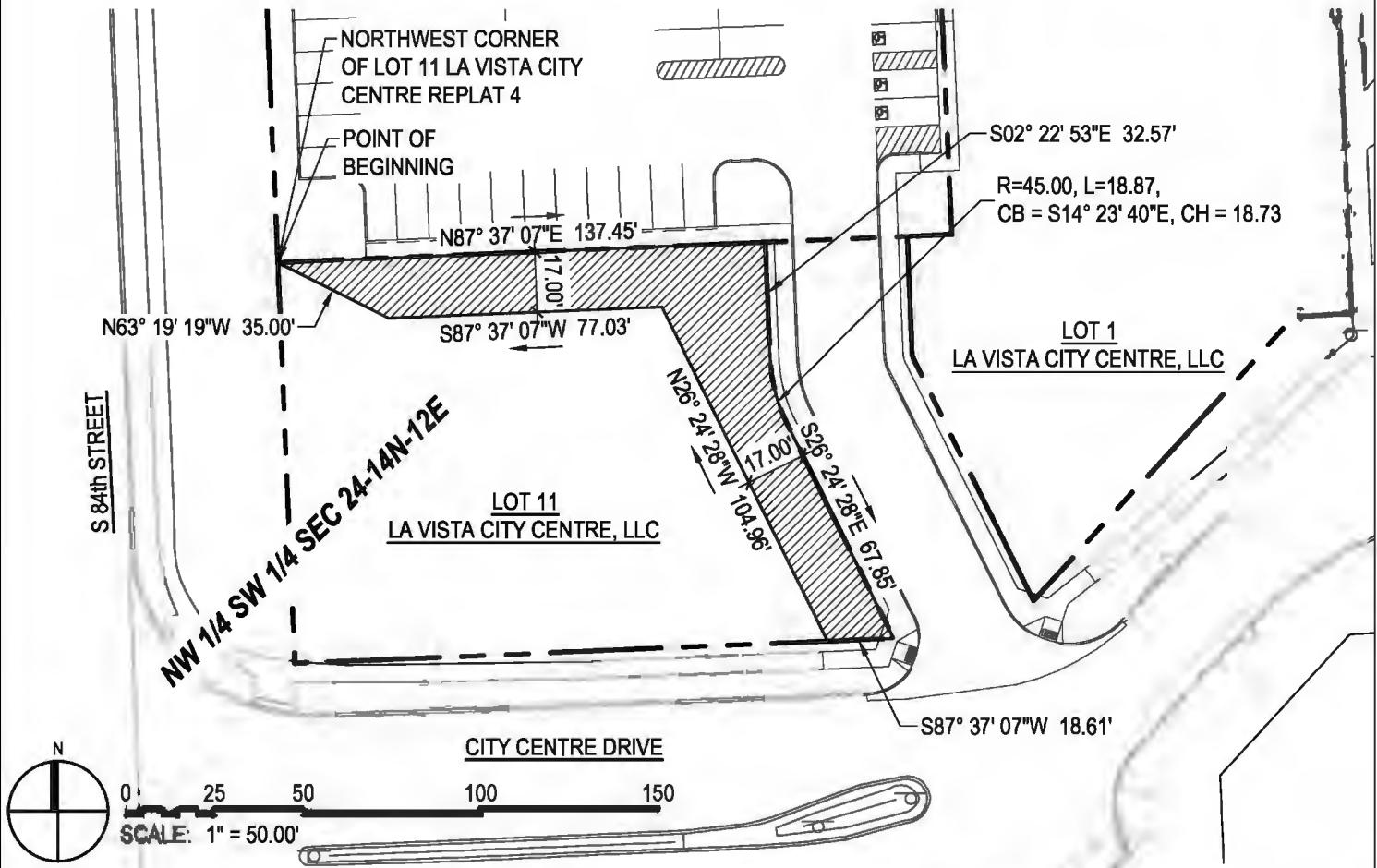


EXHIBIT C

LOT 11 CONSTRUCTION, GRADING & SITE PREPARATION EASEMENT

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8457 FRANCES STREET
OMAHA, NE 68106
NE CERTIFICATION OF AUTHORIZATION #CA-0404

C-1

(Project Number)
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LVCC - LOT 12 PARKING
CITY OF LA VISTA

EXHIBIT C - LOT 11 GRADING EASEMENT

LOT 12 - LVCC
LA VISTA, NE 68128

EXHIBIT “D”

USES

“Uses” for purposes of this Easement on Redeveloper Parcels means:

:

1. Earthwork testing, including observations, density tests, settlement plates and other inspections by City engineers.
2. Earthwork on City Parcel and Redeveloper Parcels and adjacent areas pursuant to a grading plan approved by City Engineer, subject to any subsequent modifications as the City Engineer determines necessary or appropriate.
3. Borrow soil from Redeveloper Parcels, if required by such grading plan. Seeding of the soil borrow area by City.
4. Provide soil to Redeveloper Parcels, if required by such grading plan. Seeding of deposited soil by City.
5. Construction staging and access on Redeveloper Parcels.
6. Equipment and material storage in connection with the Improvements or Uses on Redeveloper Parcels.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – POLICE EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared authorizing the purchase of fifty (50) Glock 45MOS6 GEN5 9mm pistols with Holosun 509T red dot sights (RDS) from Kiesler Police Supply, Jeffersonville, IN in an amount not to exceed \$40,616.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The requested pistols w/ RDS will replace the existing department pistols. The current pistols have been in service for approximately five years. The city will purchase the new pistols w/ RDS initially but will be reimbursed the cost of the weapons by the individual officers who are issued a pistol w/ RDS via a payroll deduction. The transition away from department owned pistols to officer owned pistol w/ RDS will give the officers greater ownership of their side arm, which will result in better care and handling of the weapon. The transition to pistols with RDS will have the following impacts:

1. Faster and more accurate target detection.
2. Improved target detection under stress.
3. Greatly improved situational awareness.
4. More accurate follow-up shots.
5. More accurate shots on moving targets.
6. Improved low light accuracy.
7. Greater accuracy for aging police users and those with vision impairments.
8. Reduced liability for the officer and the City of La Vista.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
AUTHORIZING THE PURCHASE OF POLICE EQUIPMENT FROM KIESLER POLICE SUPPLY,
JACKSONVILLE, INDIANA IN AN AMOUNT NOT TO EXCEED \$40,616.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of fifty (50)
Glock 45M0S6 GEN5 9mm pistols with Holosun 509T red dot sights are necessary,
and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires 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 fifty (50) Glock 45M0S6 GEN5 9mm pistols
with Holosun 509T red dot sights from Kiesler Police Supply, Jacksonville, Indiana
in an amount not to exceed \$40,616.00.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Sales Quote

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer

LA VISTA POLICE DEPT
7701 S 96TH ST
LAVISTA, NE 68128

Ship-to Address

LA VISTA POLICE DEPT
ATTN: SHAWN DOOLING
7701 S 96TH ST
LAVISTA, NE 68128

Your Reference

Bill-to Customer No. L74022

Tax Registration No.

Salesperson

JENNIFER

Email

Home Page

Phone No.

No. Q154251

Document Date August 8, 2024

Due Date September 7, 2024

Payment Terms

Payment Method

Tax Identification Type Legal Entity

Shipment Method Standard

Officer Shawn Dooling

Uniform Patrol Bureau / SWAT Sniper Team Leader

La Vista Police Department

7701 S. 96th Street, La Vista NE 68128

402-331-1582

sdooling@cityoflavista.org

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	--GLOCK DM PACKAGES DROP SHIP FREE 120-150 DAYS ARO--- ----DEPT TO OWE AFTER TRADES APPLIED = \$31,616.00---	1	EACH	0.00	0.00
GLOCPA45S302MO S6H2	GLOCK 45MOS6 GEN5 9MM PISTOL BLACK, FRONT SERRATIONS, AMERIGLO NON-TRITIUM FRONT/REAR SIGHTS, HOLOSUN 509T RD, 5.5LB --AGENCY DROP SHIP ONLY-- HCOCE	50	EACH	812.32	40,616.00
TRADE IN ALLOWANCE	(30) USED GLOCK 45 9MM PSTL G5 W/ AB SIGHTS & 3 MAGS EACH -\$300 EA, TOTAL = -\$9,000 ---2 BUYBACK OPTIONS AVAILABLE: OFC LETTERHEAD OR FFL & IDS \$300 TRADE VALUE + \$50 PROCESSING FEE + \$15 SHIPPING = \$365 TOTAL EACH BB	30	EACH	-300.00	-9,000.00
KIESLER TRADE GUNS	PLEASE NOTE: KIESLER POLICE SUPPLY ONLY ACCEPTS TRADE IN FIREARMS IN LEGAL,WORKING CONDITION. FIREARMS THAT ARE BROKEN,DEFECTIVE,WITH MISSING OR AFTERMARKET MAGS WILL BE RETURNED OR REDUCED IN PRICE-\$10.00 PER MAG &-\$15.00 FOR NON WORKING NIGHT SIGHTS-ANY ILLEGAL FIREARM (INCLUDING SAWED OFF BARREL & NO	1	EACH	0.00	0.00



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	SERIAL NUMBERS,ETC) WILL NOT BE ACCEPTED!! DO NOT SHIP!!!! KIESLER IS NOT RESPONSIBLE FOR SHIPPING, COST OF SHIPPING OR ITEMS LOST/DAMAGED IN TRANSIT BY CUSTOMER OR THIRD PARTY				
KIESLER TRADE GUNS 2	PLEASE NOTE: 1. TRADE-IN AGENCY DUTY FIREARMS THAT HAVE BEEN ALTERED IN ANY WAY, SHAPE, OR FORM FROM ORIGINAL FACTORY SPECS CAN BE SUBJECT TO REFUSAL OR CREDIT DEDUCTION. 2. TRADE-IN AGENCY DUTY FIREARMS THAT ARE NOT MODEL, VARIANT, OR GENERATION SPECIFIED BY AGENCY ON ORIGINAL QUOTE CAN BE SUBJECT TO REFUSAL OR CREDIT DEDUCTION. 3. VALUES ARE BASED ON CURRENT LOCAL, CITY, STATE & FEDERAL FIREARM LAWS. ANY CHANGES TO THESE LAWS COULD RESULT IN A REDUCTION IN TRADE VALUE OR ABSOLUTE REFUSAL TO ACCEPT THEM. KIESLER IS NOT RESPONSIBLE FOR SHIPPING, COST OF SHIPPING OR ITEMS LOST/DAMAGED IN TRANSIT BY CUSTOMER OR THIRD PARTY	1	EACH	0.00	0.00
FORMAT JENNIFER	QUOTES BY JENNIFER ABLES KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS JABLES@KIESLER.COM	1	EACH	0.00	0.00
Amount Subject to Sales Tax		0.00		Subtotal	31,616.00
Amount Exempt from Sales Tax		31,616.00		Total Tax	0.00
				Total \$ Incl. Tax	31,616.00
				Tax Amount	0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-4M-08220**RETURNED GOODS POLICY**

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
SALE OF SURPLUS EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared to declare the following equipment used by the Recreation Department as surplus.

1 - Vinyl gym floor covering system	Minimum Price: \$800
2 – Adaptive Pottery Wheels	Minimum Price: \$500 each
1 – Shuffleboard	Minimum Price: \$100
2 – Billiards Tables	Minimum Price: \$200 each

FISCAL IMPACT

The general fund will receive the revenue from the sale.

RECOMMENDATION

Approval.

BACKGROUND

The Recreation Department has recently upgraded the gymnasium floor with a new floor covering system, rendering the previous system obsolete. This enhancement is part of our ongoing commitment to maintaining high-quality facilities that meet the needs of our community.

The department has identified two adaptive pottery wheels, acquired nearly 25 years ago, as obsolete. These pottery wheels were initially purchased when a kiln was housed at the Community Center. However, with the disposal of the kiln and the absence of a safe location to install a replacement, these adaptive pottery wheels are no longer viable for future programming.

Additionally, the department received feedback from the public about upgrades to the game room. Funds are allocated in FY25 to upgrade the game room with new amenities rendering the shuffleboard and two billiards tables obsolete.

These updates and assessments reflect the department's proactive approach in ensuring our resources and facilities remain relevant and effective in serving the community.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized the following equipment: 1 Vinyl gym floor covering system, 2 Adaptive Pottery Wheels, 1 Shuffleboard and 2 Billiards Tables to be surplus; and

WHEREAS, the City Administrator and Recreation Director recommend that the above mentioned items be declared surplus and sold.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the following equipment: 1 Vinyl gym floor covering system, 2 Adaptive Pottery Wheels, 1 Shuffleboard and 2 Billiards Tables be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the General fund will receive the revenue from the sale.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk