

## LA VISTA CITY COUNCIL MEETING AGENDA

November 2, 2021

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: Crystal Larson – 5 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 October 19, 2021 City Council Meeting
3. Request for Payment – Design Workshop, Inc – Professional Services – La Vista 84<sup>th</sup> Street Bridge - \$3,856.00
4. Request for Payment – Valuation Services – Professional Services – Highway 85 & City Centre Drive - \$2,500.00
5. Request for Payment – Felsburg, Holt & Ullevig – Professional Services – 84<sup>th</sup> Street Traffic Study – \$9,619.14
6. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$11,715.10
7. Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th St Pavement Rehabilitation – \$30,842.94
8. Request for Payment – DLR Group – Professional Services – La Vista City Center Parking Structure 2 – \$10,940.00
9. Request for Payment – DLR Group – Professional Services – La Vista City Center Parking Structure 2 – \$11,169.10
10. Request for Payment – Alfred Benesch & Company – Professional Services – 84<sup>th</sup> to 96<sup>th</sup> Street Panel Replacement – \$850.72
11. Approval of Claims

- Reports from City Administrator and Department Heads

- Third Quarter Report – Grow Sarpy

**B. Resolution – Approve La Vista Replat 4 – 8201 Harrison Street**

**\*\* C. Resolution – Authorize Bids – Demolition & Site Preparation Mixed Use Redevelopment Project Area (Action on this item will be taken by the Community Development Agency)**

**D. Resolution – Declaration As To Use – Applewood Creek Trail Project**

**E. Resolution – Authorize Purchase – Security Cameras for City Facilities**

**F. Resolution – Authorize Purchase – Police Vehicles**

**G. Resolution – Authorize Purchase – Tandem Axle Dump Truck**

**H. Resolution – Approve Agreement – Interim Human Resources Director Services**

**I. Executive Session – Land Acquisition**

- Comments from the Floor

- Comments from Mayor and Council

- Adjournment

**\*\* Amended November 1, 2021 4:00PM**

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



A CERTIFICATE OF APPRECIATION PRESENTED TO CRYSTAL LARSON OF THE LA VISTA ADMINISTRATION DEPARTMENT, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Crystal Larson has served the City of La Vista since October 17, 2016; and

WHEREAS, Crystal Larson's input and contributions to the City of La Vista have contributed to the success of the City;

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

DATED THIS 2ND DAY OF NOVEMBER 2021.

Mike Crawford  
Mike Crawford  
Councilmember, Ward I

Ronald Sheehan  
Ronald Sheehan  
Councilmember, Ward II

Deb Hale  
Deb Hale  
Councilmember, Ward III

Kelly R. Sell  
Kelly R. Sell  
Councilmember, Ward IV

Douglas K. Kindig  
Douglas Kindig, Mayor

Kim J. Thomas  
Kim J. Thomas  
Councilmember, Ward I

Terrilyn Quick  
Terrilyn Quick  
Councilmember, Ward II

Alan W. Ronan  
Alan W. Ronan  
Councilmember, Ward III

Jim Frederick  
Jim Frederick  
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe  
Pamela A. Buethe, CMC  
City Clerk



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# MINUTE RECORD

A-2

No. 729 - REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING October 19, 2021

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 October 19, 2021. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse, Community Development Director Fountain, Finance Director Miserez.

A notice of the meeting was given in advance thereof by publication in the Times on October 6, 2021. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SERVICE AWARD: JOE SOUCIE – 35 YEARS

Mayor Kindig recognized Joe Soucie for 35 years of service to the City.

### OATH OF OFFICE - MAYOR'S YOUTH LEADERSHIP COUNCIL OFFICERS. HENRY BELIK – PRESIDENT; MADDY DELOS REYES – VICE PRESIDENT; REAGAN FOLGER – SECRETARY; MEGAN HIYKEL - SECRETARY

Mayor Kindig administered the oath of office to the Youth Council Members.

### PROCLAMATION – NATIONAL POLICE WEEK & LAW ENFORCEMENT APPRECIATION WEEK

Mayor Kindig proclaimed the week of October 17 – 23, 2021 as National Police Week & Law Enforcement Appreciation week and presented the proclamation to Chief of Police Lausten.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 5, 2021 CITY COUNCIL
3. MONTHLY FINANCIAL REPORT – AUGUST 2021
4. REQUEST FOR PAYMENT – KISSEL, KOHOUT, ES ASSOCIATES LLC – PROFESSIONAL SERVICES – LEGISLATIVE SERVICES – \$9,898.03
5. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – LA VISTA WAYFINDING – \$7,135.00
6. RESOLUTION NO. 21-115 – ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

WHEREAS, the City of La Vista Facilities Corporation ("City Facility Corporation") and the Metropolitan Community College Facilities Corporation made and entered a Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime dated December 29, 1997 ("Declaration") for the purposes of administering the condominium property regime and maintaining common areas of the Library/Sarpy Center; and

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WHEREAS, the La Vista/Metropolitan Community College Condominium Owners Association, Inc., ("Association") was incorporated for purposes of administering the condominium property regime and maintaining the common areas under the Declaration, and the Association is governed by a Board of Directors; and

WHEREAS, pursuant to Article 1.24 of the Declaration, as amended, the City Facilities Corporation delegated to and authorized the City of La Vista ("City") to exercise voting rights with respect to the Association and its Board of Directors, and the City desires to exercise said voting rights to elect Directors of the Association; and

WHEREAS, the following positions (and the individuals holding the titles) have been designated by the Mayor and City Council to be the City's three directors ("City's Director's) on the Association's Board of Director's (Association's Board):

City Administrator  
Library Director  
Director of Public Works

WHEREAS, the Association will hold its 2021 Annual Meeting on November 8, 2021, at which time and at such meeting the City's Directors voted on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Director's to the Association's Board; and

WHEREAS, the Mayor and City Council desire to designate, and ratify, affirm and approve the election of the City's Directors;

NOW, THEREFORE, BE IT RESOLVED, that the following are hereby designated and elected to serve as the City's appointees to the Board of Director's of the Association:

City Administrator  
Library Director  
Director of Public Works

and further that their attendance, participation, voting and exercise of other rights on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and elect said individuals as directors at the annual meeting of the Association to be held November 8, 2021 (and all other related actions) are hereby ratified, affirmed and approved.

## 7. APPROVAL OF CLAIMS

ACCUCUT LLC, supplies	300.00
ACTIVE NETWORK LLC, services	54.31
AKRS EQUIPMENT SOLUTIONS INC, supplies	460.86
AMAZON, supplies	1,500.94
BAUER BUILT INC, maint.	228.96
BIBLIOTHECA LLC, services	6,508.09
BLACK HILLS ENERGY, utilities	1,314.56
BOBCAT OF OMAHA, maint.	700.38
BOB'S RADIATOR REPAIR, maint.	385.00
BOYSTOWN, services	50.00
BRITE IDEAS DECORATING, services	1,328.00
BUILDERS SUPPLY CO INC, supplies	2,156.58
CENTER POINT INC, books	419.46
CENTURY LINK/LUMEN, phones	148.15
CINTAS CORPORATION, services	518.05
CITY OF PAPILLION, services	2,567.31
COLBY RIDGE POPCORN, supplies	1,875.00
COMP CHOICE INC, services	257.50
COX COMMUNICATIONS, services	170.15
CULLIGAN OF OMAHA, supplies	19.00
D & K PRODUCTS, bld&grnds	3,600.34
DELL MARKETING LP, services	2,056.97

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DEMCO INC, supplies	633.14
DIAMOND VOGEL PAINTS, supplies	45.80
DOWSE, P., travel	100.50
DULTMEIER SALES LLC, bld&grnds	5,050.00
ESSENTIAL SCREENS, services	264.50
FELSBURG HOLT & ULLEVIG INC, services	175.00
FERGUSON ENTERPRISES INC, supploes	126.47
FIKES COMMERCIAL HYGIENE LLC, supplies	48.00
FIRST STATE BANK, services	12,205.78
GENUINE PARTS CO, maint.	332.34
GOMON, KRAIG, apparel	55.00
GRAYBAR ELECTRIC CO, bld&grnds	133.92
GREAT PLAINS COMMUNICATION, services	777.60
GUARDIAN ALLIANCE TECHNOLOGIES INC, services	120.00
HGM ASSOCIATES INC, services	32,311.89
HOBBY LOBBY, supplies	164.01
HUNTEL COMMUNICATIONS INC, services	1,230.00
HY-VEE INC, services	67.00
INDUSTRIAL SALES CO, supplies	170.74
INGRAM LIBRARY SERVICES, books	1,532.52
J & J SMALL ENGINE, supplies	139.90
J RETZ LANDSCAPE INC, services	2,100.00
KANOPIY INC, services	143.00
KRIHA FLUID POWER, maint.	12.20
LARSEN SUPPLY CO, supplies	248.76
LIBRA INDUSTRIES INC. supplies	66.00
LIBRARY IDEAS LLC, services	3,613.00
LOGO LOGIX EMBROIDERY, apparel	697.00
LOU'S SPORTING GOODS, supplies	723.82
MACQUEEN EQUIPMENT LLC, services	11,747.46
MARVIN JOHNSON, services	40.00
MATHESON TRI-GAS INC, maint.	119.34
MENARDS-RALSTON, bld&grnds	250.89
METRO AREA TRANSIT, services	767.00
MICROFILM IMAGING SYSTEMS INC, services	736.08
MID-AMERICAN BENEFITS INC, services	1,051.77
MIDWEST SERVICE AND SALES CO, services	11,775.00
MIDWEST TAPE, media	59.99
MIDWEST TURF & IRRIGATION, bld&grnds	557.29
MITCHELL1, service	3,180.00
NE CODE OFFICIALS ASSN, services	500.00
NE LIBRARY COMMISSION, services	1,716.30
NE SECRETARY OF STATE, services	30.00
NE STATE FIRE MARSHAL, services	120.00
NSG LOGISTICS LLC, supplies	17,874.96
OCLC INC, media	164.44
OFFICE DEPOT INC, supplies	151.63
OLSSON INC, services	2,571.00
OMAHA ELECTRIC INC, services	7,271.78
OMAHA WINNELSON SUPPLY, maint.	825.42
OMNI ENGINEERING, services	2,279.70
ONE CALL CONCEPTS INC, services	325.35
O'REILLY AUTO PARTS, maint.	740.76
PAPILLION SANITATION, services	1,474.80
PAYROLL MAXX, payroll & taxes	360,569.25
PITNEY BOWES, postage	50.00
PLUTA, D., travel	118.50
RAMADA CONFERENCE CENTER, travel	576.00
RDG PLANNING & DESIGN, services	2,696.62
RTG BUILDING SERVICES INC, bldg&grnds	6,665.00

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SAMPSELL, J., travel	100.50
SAPP BROS INC, maint.	129.25
SCARPA, D, travel	100.50
SCHAEFFER MANUFACTURING CO, maint.	652.80
SHERWIN-WILLIAMS, supplies	293.11
SHI INTERNATIONAL CORP, services	978.42
SMALL, B, travel	100.50
SOUCIE, J., travel	100.50
STOLTENBERG NURSERIES, bld&grnds	2,360.00
SUBURBAN NEWSPAPERS INC, services	802.67
SWAIN CONSTRUCTION INC, services	420,836.65
TED'S MOWER SALES, services	260.21
THE COLONIAL PRESS INC, services	6,816.47
THE SCHEMMER ASSOCIATES INC, services	101.25
THE UNIVERSITY OF NE MED CTR, services	3,375.00
THE WALDINGER CORP, bld&grnds	1,097.46
TORNADO WASH LLC, services	413.00
TRANS UNION RISK, services	75.00
U.S. CELLULAR, phones	1,554.50
UNITE PRIVATE NETWORKS LLC, services	4,400.00
VERIZON WIRELESS, phones	362.11
WALMART, supplies	1,531.30
WATCHGUARD INC, services	480.00
WESTLAKE HARDWARE INC, supplies	685.39
ZIMCO SUPPLY CO, bld&grnds	1,127.00

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Recreation Director Stopak reported on programs through the Recreation Department.

Library Director Barcal reported on daily Zoo passes being free for the next 2 months to those residents that have a Library Card.

Communication Manager Beaumont reported on the success of the coat drive and another coat drive is scheduled on 11/20/2021 in the Gym.

Director of Public Works Soucie thanked the Mayor & Council for the Service Award and the personal and professional growth over the past 35 years. He provided a reminder that the Fall Clean up runs through October 24<sup>th</sup> and an update on Swain Construction and 96<sup>th</sup> Street progress.

## B. BOND ISSUANCE – OFFSTREET PARKING DISTRICT NO. 2 – GARAGE NO. 2

### 1. PUBLIC HEARING

At 6:14 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Bond Issuance – Offstreet Parking District No. 2 – Garage No. 2.

At 6:16 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### 2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1428 entitled: AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION OFFSTREET PARKING BONDS, SERIES 2022 OF THE CITY OF LA VISTA, NEBRASKA, IN THE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTEEN MILLION FIVE HUNDRED

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THOUSAND DOLLARS (\$13,500,000) ISSUED FOR THE PURPOSES OF PAYING THE COST OF CONSTRUCTING IMPROVEMENTS WITHIN VEHICLE OFFSTREET PARKING DISTRICT NO. 2 OF THE CITY AND PAYING COSTS OF ISSUANCE; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE LEVY OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING OFFICERS OF THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT FOR THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

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, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion passed.

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1428. Councilmember Hale seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1428 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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. ECONOMIC DEVELOPMENT PROGRAM

### 1. ORDINANCE – APPROVE ECONOMIC DEVELOPMENT PROGRAM APPLICATION AND AWARD OF \$3.0 MILLION – OMAHA MULTI-SPORT COMPLEX D/B/A NEBRASKA MULTISPORT COMPLEX

Councilmember Thomas introduced Ordinance No. 1429 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL, LA VISTA, NEBRASKA, MAKING FINDINGS; APPROVING RECOMMENDATIONS, APPLICATION AND AWARD OF \$3.0 MILLION UNDER CITY ECONOMIC DEVELOPMENT PROGRAM FOR MULTISPORT FIELDS COMPLEX TO BE CONSTRUCTED BY OMAHA MULTI-SPORT COMPLEX D/B/A NEBRASKA MULTISPORT COMPLEX, SUBJECT TO SPECIFIED CONDITIONS; AUTHORIZING FURTHER ACTIONS; AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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, Crawford, Quick, and Sell. Nays: None. Abstain: Hale. Absent: None. Motion passed.

Councilmember Quick made a motion to approve final reading and adopt Ordinance 1429. Councilmember Frederick seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1429 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: Hale. Absent: None. 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.

### 2. RESOLUTION – AUTHORIZE ISSUANCE OF ECONOMIC DEVELOPMENT FUND BONDS

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-116 entitled: A RESOLUTION OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ISSUANCE OF ECONOMIC DEVELOPMENT FUND BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) FOR THE PURPOSE OF FUNDING THE LA VISTA ECONOMIC DEVELOPMENT PROGRAM AS ESTABLISHED BY ORDINANCE OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS;

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PROVIDING FOR THE PLEDGING OF SALES TAX COLLECTIONS RECEIVED FOR SAID PROGRAM INTO THE ECONOMIC DEVELOPMENT FUND OF THE CITY OF LA VISTA FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHT OF THE CITY TO MAKE PAYMENT FROM OTHER SOURCES IN THE ECONOMIC DEVELOPMENT FUND; PROVIDING FOR PAYMENT FROM PROPERTY TAXES IN THE EVENT THAT PLEDGED SALES TAXES AND FUNDS FROM OTHER SOURCES ARE INSUFFICIENT; PROVIDING FOR THE HOLDING AND APPLICATION OF PROCEEDS; PROVIDING FOR THE SALE OF THE BONDS; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BONDS; AND AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER.

BE IT RESOLVED by the Mayor and Council of the City of La Vista, Nebraska, as follows:

Section 1. The Mayor and Council of the City of La Vista, Nebraska, hereby find and determine that (a) pursuant to the provisions of the Local Option Municipal Economic Development Act (Sections 18-2701 to 18-2738, R.R.S. Neb., as amended, the "Act"), the Mayor and Council have previously passed and approved Ordinance No. 921 (the "Program Ordinance") establishing an economic development program for the City of La Vista (the "Program") and providing funding for such program through the application of funds from the City's 1% sales tax (the "Sales Tax") previously adopted under the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended) (the "Special Tax Portion"); (b) the Program was approved by the voters of the City at an election held on September 30, 2003; (c) the Sales Tax has been imposed under the terms of Ordinance No. 363 passed and approved on November 20, 1984 (the "Sales Tax Ordinance") and the levying of such tax was approved by the voters of the City at an election held on November 6, 1984 and is to remain in effect indefinitely; (d) under the terms of the Program the City has received an application from Omaha Multi-Sport Complex, a Nebraska nonprofit corporation, doing business as Nebraska Multisport Complex ("Nebraska Multisport") for the development of a multisport complex and related facilities which is expected to provide substantial economic development benefits for the City in the form of (i) significant employment opportunities, (ii) an increase in recreational activity opportunities and a regional draw for sporting events and tournaments, (iii) increased sales taxes and occupation taxes from events at the complex and nearby retail shopping and hotels, (iv) increased incentives for other private interests to further develop in adjacent commercial areas and (v) multiple sports venues within the City; (e) under the terms of the Program, the application submitted by Nebraska Multisport has been recommended for approval and the City has approved the application pursuant to an ordinance passed and approved by the City approving an award under the Program to Nebraska Multisport (the "Award Ordinance"); (f) the City has agreed to provide an award in the amount of \$3,000,000 to assist Nebraska Multisport, subject to the terms and conditions of the Award Ordinance, (the "EDP Award"); (g) under the terms of the Program the City may issue bonds to provide funding for the Program and the Mayor and Council hereby declare it necessary and advisable for the City to issue its economic development fund bonds in the maximum principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) for the purpose of funding the EDP Award; and (h) all conditions, acts and things required by law to exist or to be done precedent to the issuance of such bonds do exist and have been done as required by law.

Section 2. To provide funds for the Program, including the funding of the EDP Award, there shall be and there are hereby ordered issued negotiable bonds of the City of La Vista, Nebraska, to be designated as "Economic Development Fund Bonds, Series 2021B" (the "2021B Bonds" or the "Bonds") in the aggregate principal amount of not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000). The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Director of Administrative Services (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting discount which shall not exceed 0.75% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$3,500,000, and the final maturity date, which shall not be later than October 15, 2029, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost of the Bonds shall not exceed 3.0%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be

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subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

The 2021B Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue of the 2021B Bonds shall be the date of delivery thereof. Interest on the 2021B Bonds, at the respective rate for each maturity, shall be payable on April 15 and October 15 of each year, commencing on such date as provided in the Designation (each an "Interest Payment Date"), and the 2021B Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day (whether or not a business day) immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The 2021B Bonds shall be numbered from 1 upwards in the order of their issuance. No 2021B Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the 2021B Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the 2021B Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar as designated pursuant to Section 3 hereof (the "Paying Agent and Registrar"), by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each 2021B Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity together with any unpaid interest accrued thereon shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the 2021B Bonds to the Paying Agent and Registrar. The City and the Paying Agent and Registrar may treat the registered owner of any 2021B Bond as the absolute owner of such 2021B Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such 2021B Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any 2021B Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the City and the Paying Agent and Registrar, in respect of the liability upon the 2021B Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the "Paying Agent and Registrar" or the "Registrar") for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The Registrar shall keep and maintain for the City books for the registration and transfer of the 2021B Bonds at the Registrar's designated office. The names and registered addresses of the registered owner or owners of the 2021B Bonds shall at all times be recorded in such books. Any 2021B Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent and thereupon the Paying Agent and Registrar on behalf of the City will register such transfer and will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new 2021B Bond or 2021B Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the 2021B Bonds by this Resolution, one 2021B Bond may be transferred for several such 2021B Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such 2021B Bonds may be transferred for one or several such 2021B Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every

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case of transfer of a 2021B Bond, the surrendered 2021B Bond or 2021B Bonds shall be cancelled and destroyed. All 2021B Bonds issued upon transfer of the 2021B Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the 2021B Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the 2021B Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any 2021B Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any 2021B Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the 2021B Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the 2021B Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. The 2021B Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issuance of the 2020 Bonds at a price equal to 100%, plus accrued interest on the principal amount redeemed to the date fixed for redemption, or upon such other terms as provided in the Designation. 2021B Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Any 2021B Bond redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new 2021B Bond evidencing the unredeemed principal thereof. Notice of redemption of any 2021B Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory sinking fund redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such 2021B Bond at said owner's registered address. Such notice shall designate the 2021B Bond or 2021B Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such 2021B Bond or 2021B Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any 2021B Bond partially redeemed, such notice shall specify the portion of the principal amount of such 2021B Bond to be redeemed. No defect in the mailing of notice for any 2021B Bond shall affect the sufficiency of the proceedings of the City designating the 2021B Bonds called for redemption or the effectiveness of such call for the 2021B Bonds for which notice by mail has been properly given and the City shall have the right to direct further notice of redemption for any such 2021B Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the 2021B Bonds shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Section 7. The 2021B Bonds shall be in substantially the following form:

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UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY

CITY OF LA VISTA

ECONOMIC DEVELOPMENT FUND BOND  
SERIES 2021B

No. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP NUMBER</u>
_____ %	October 15, 20_____	_____ , 2021	

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, in the County of Sarpy, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the special sources hereinafter described, to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semiannually on April 15 and October 15 of each year, commencing \_\_\_\_\_, 20\_\_\_\_ (each, an "Interest Payment Date"). Such interest shall be computed on the basis of a 360-day year consisting of twelve 30 day months. The principal of this bond together with interest thereon unpaid and accrued at maturity (or earlier redemption) is payable upon presentation and surrender of this bond at the office of the City Treasurer of the City of La Vista, Nebraska, as Paying Agent and Registrar, at such City's offices in La Vista, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of even date and like tenor, except as to date of maturity, rate of interest and denomination, which were issued by the City for the purpose of providing funds for the economic development program of the City of La Vista as established pursuant to Ordinance No. 921 of the City and has been duly authorized by resolution duly adopted (the "Resolution") and by proceedings duly had by the Mayor and Council of the City of La Vista, Nebraska, pursuant to Sections 18-2701 to 18-2738, R.R.S. Neb., as amended.

Any or all of the bonds of said issue are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue at a price equal to 100% plus accrued interest on the principal amount redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond called for redemption in the manner specified in the Resolution authorizing said issue of bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in

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the Resolution, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all other purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Under the Resolution, the City has pledged all revenues of the City received for its Economic Development Fund from a designated portion of that tax upon sales within the City of La Vista, Nebraska, provided for pursuant to Ordinance No. 363 of the City of La Vista, passed and approved, after the approving vote of a majority of the electors of said City voting at an election held on November 6, 1984, in accordance with the provisions of Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended. The City has further agreed that in each fiscal year funds from such sales tax or other sources as deposited to such fund, subject to a limitation of \$2,000,000 per fiscal year, shall be applied to pay principal and interest on the bonds of this issue as the same fall due. **The bonds of this issue are limited obligations of the City payable from amounts in the City's Economic Development Fund as so pledged and not from any other fund or source and are not general obligations of the City of La Vista, Nebraska.**

The Resolution sets forth the covenants and obligations of the City with respect to its Economic Development Fund and certain revenues therein and the application of such revenues which are by the terms of the Resolution to be disbursed to make payments of principal and interest on the bonds of this issue. The City also reserves the right to provide for payments of the bonds of this issue from other available revenues in its Economic Development Fund and to issue bonds junior in lien to the bonds of this issue, the principal and interest of which are payable from such revenues on a subordinate basis as described in the Resolution. The Resolution also designates the terms and conditions upon which this bond shall cease to be entitled to any lien, benefit or security under the Resolution and all covenants, agreements and obligations of the City under the Resolution may be discharged and satisfied at or prior to the maturity or redemption of this bond if monies or certain specified securities shall have been deposited with a trustee bank. The Resolution constitutes a contract with the holders of the bonds and cannot be modified except as provided in the Resolution.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as provided by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR

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ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

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IN WITNESS WHEREOF, the Mayor and Council of the City of La Vista, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and City Clerk of the City, all as of the Date of Original Issue shown above.

CITY OF LA VISTA, NEBRASKA

signature)

(facsimile)

Mayor

ATTEST:

(facsimile signature)  
City Clerk

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds authorized by Resolution passed and approved by the Mayor and Council of the City of La Vista, Nebraska, as described in said bond.

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Authorized Signature

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(FORM OF ASSIGNMENT)

For value received \_\_\_\_\_ hereby  
sells, assigns, and transfers unto \_\_\_\_\_ the within  
bond and hereby irrevocably constitutes and appoints  
\_\_\_\_\_, Attorney, to transfer the same on the books of  
registration in the office of the within mentioned Paying Agent and Registrar with full power  
of substitution in the premises.

Date:

**Registered Owner(s)**

Signature Guaranteed

By \_\_\_\_\_

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**Authorized Officer**

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

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Section 8. Each of the 2021B Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The 2021B Bonds shall be issued initially as "book-entry only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (which may be in the form of a blanket letter previously executed and delivered by the City), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the 2021B Bonds. Upon issuance of the 2021B Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds 2021B Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a 2021B Bond from a Bond Participant while the 2021B Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the 2021B Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the 2021B Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the 2021B Bonds. The Paying Agent and Registrar shall make payments with respect to the 2021B Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such 2021B Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange 2021B Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so. The Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the 2021B Bonds or (ii) to make available 2021B Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such 2021B Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the 2021B Bonds be delivered to the ultimate Beneficial Owners of the 2021B Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the 2021B Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the 2021B Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any 2021B Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such

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2021B Bond and all notices with respect to such 2021B Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the 2021B Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the 2021B Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a 2021B Bond unless and until such partially redeemed 2021B Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such 2021B Bond as is then outstanding and all of the 2021B Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any 2021B Bond shall cease to be such officer before the delivery of such 2021B Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such 2021B Bond. The 2021B Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The 2021B Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the 2021B Bonds, they shall be delivered to the City's Treasurer, acting on behalf of the City, who is authorized to deliver them to the Underwriter in exchange for the purchase price thereof plus accrued interest on the stated principal amount of the 2021B Bonds to date of delivery of the 2021B Bonds. Said initial purchasers shall have the right to direct the registration of the 2021B Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such purchaser and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the 2021B Bonds, including, without limitation, authorizing the release of the 2021B Bonds by the Depository at closing. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the 2021B Bonds which shall be delivered to said purchaser.

Section 9. The City has issued and outstanding its \$5,610,000 Economic Development Fund Bonds (Federally Taxable Interest), Series 2021, date of original issue — July 1, 2021, (the "Outstanding Bonds"), which are payable from the Program. Pursuant to the terms of the Program (as approved by the voters of the City and as set forth in Ordinance No. 921), the City hereby agrees to appropriate and deposit into the Economic Development Fund in each budget/fiscal year (the period commencing October 1 of each year and ending September 30 of the following year) commencing with the City's budget/fiscal year beginning October 1, 2021, so long as the Outstanding Bonds and 2021B Bonds remain outstanding and until and including the budget/fiscal year ending September 30, 2029, an amount from collections received with respect to the Special Tax Portion or other sources sufficient to pay the principal and interest on the Outstanding Bonds and 2021B Bonds as the same fall due, subject to the limitation set forth in Ordinance No. 921 that such deposited amount shall not exceed \$2,000,000 in any such budget/fiscal year. The City hereby covenants and agrees that there shall be set up within the Economic Development Fund a separate special account in the Economic Development Fund designated as the "Economic Development Fund Bond

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Payment Account" (the "Bond Payment Account") which shall constitute a separate and special account held by the City Treasurer of the City of La Vista for the benefit of the registered owners of the Outstanding Bonds and 2021B Bonds. In each budget/fiscal year, the City further hereby covenants and agrees that it shall deposit to the Bond Payment Account from amounts attributable to the Special Tax Portion an amount sufficient to pay principal of and interest on the Outstanding Bonds and 2021B Bonds as the same fall due, after taking into consideration any other amounts available for such purposes in the Bond Payment Account. The City reserves the right to make deposit to the Bond Payment Account in any budget/fiscal year from any other amounts in the Economic Development Fund to satisfy its obligation under the terms of this Resolution to make deposit of amounts from the Special Tax Portion. Receipts from the Special Tax Portion required to be deposited to the Bond Payment Account and any such other amounts deposited to the Bond Payment Account are hereby pledged for the payment of the Outstanding Bonds and 2021B Bonds as the same fall due. The pledge and hypothecation provided for the Outstanding Bonds and the 2021B Bonds in this Resolution is intended to and shall provide for a first and prior pledge or lien upon and security interest on amounts held in the Bond Payment Account superior to any pledge, lien or security interest made or given with respect to any other indebtedness of the City and is intended as an exercise of the powers of the City provided for in Sections 18-2701 to 18-2738, R.R.S. Neb., as now or hereafter amended, with respect to such deposited amounts. In the event of default of any of the provisions of the Outstanding Bonds or 2021B Bonds, the bondholders (or any receiver appointed for their protection) shall have the right at any time while such default continues to apply or require the application of receipts from the Special Tax Portion to the indebtedness evidenced by the Outstanding Bonds and 2021B Bonds, equally and ratably, subject to the limitation set forth in Ordinance No. 921. For purposes of holding, allocating and applying the receipts from the Economic Development Fund, the City hereby agrees to establish and maintain under this Resolution the Bond Payment Account in accordance with the following terms and conditions:

**BOND PAYMENT ACCOUNT** - In each budget/fiscal year, as and when received, revenues from the Special Tax Portion or allocated from other available funds in the Economic Development Fund shall be deposited to the Bond Payment Account until such account has credited thereto an amount equal to the amount of principal and interest falling due on the Outstanding Bonds and 2021B Bonds in such budget/fiscal year. The City Treasurer is hereby authorized and directed, without further authorization, to withdraw monies credited to the Bond Payment Account in an amount sufficient to pay, when due, the principal of and interest on the Outstanding Bonds and 2021B Bonds (including amounts necessary for any mandatory sinking fund redemptions as set forth in Section 5 of this Resolution) and to transfer such amounts to the Paying Agent and Registrar for the Outstanding Bonds and 2021B Bonds on or before each principal and interest payment date (including any mandatory sinking fund redemption date). Amounts required to make payments on the Outstanding Bonds and 2021B Bonds falling due on October 15, 2029 shall be deposited to the Bond Payment Account on or before September 30, 2029.

The provisions of this Section 9 shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal funds and accounts, which books and records shall show credits to and expenditures from the separate account required by this Section. Monies credited to the account described in this Section 9 shall be deposited or invested separate and apart from other City funds. The City shall not be required to establish separate bank or investment accounts within its separate and segregated Economic Development Fund, for the account described in this Section 9. In any fiscal year collections from Special Tax Portion appropriated to or budgeted for the Economic Development Fund, after satisfying the requirements for the Bond Payment Account may be applied to any other purposes of the Program determined appropriate by the Mayor and Council. The City hereby acknowledges and agrees (a) that the provisions of the Program and Ordinance No. 921 both provide for the levying of taxes on all the taxable property in the City of La Vista to provide funding for the Program; (b) that the Program as presented to the voters of the City indicated that property taxes as authorized under the terms of the Program were not expected to be required to be applied to the funding of the Program; (c) that if, for any reason, including but not limited to changes in law or changes in economic conditions, receipts for the Special Tax Portion or other sources are not sufficient to make the deposits to the Bond Payment

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Account and payments on the Outstanding Bonds and 2021B Bonds as provided for in this Section 9, the City shall cause to be levied and collected annually a tax on all the taxable property in the City sufficient in rate or amount (within the limitation to \$2,000,000 per budget/fiscal year as set forth in the Program) to pay the principal of and interest on the Outstanding Bonds and 2021B Bonds as the same fall due, after application of all other available resources.

Section 10. The City reserves the right to incur additional indebtedness payable from the Program on a parity with the Outstanding Bonds and 2021B Bonds so long as the annual obligations of the Program do not exceed an aggregate amount of \$2,000,000 per budget/fiscal year as set forth in the Program and are within other applicable limitations under Nebraska law.

Section 11. So long as any of the 2021B Bonds remain outstanding, the City agrees that it shall not amend the terms of the Program or Ordinance No. 921 or Ordinance No. 363 in any manner to reduce the rate of tax provided for therein or reduce the anticipated revenues from such tax available for deposit to the Economic Development Fund.

Section 12. The City's obligations under this Resolution and the liens, pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to the 2021B Bonds issued pursuant to this Resolution and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall have been purchased and cancelled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, or (b) shall have been provided for by depositing with a national or state bank having trust powers or trust company, in trust solely for such payment, (i) sufficient money to make such payment and/or (ii) Deposit Securities in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that, with respect to any 2021B Bond to be paid prior to maturity, the City shall have duly given notice of redemption of such bond as provided by law or made irrevocable provisions for the giving of such notice. Any such money so deposited with a bank or trust company may be invested and reinvested in Deposit Securities and all interest and income from such Deposit Securities in the hands of such bank or trust company, in excess of the amount required to pay principal of and interest on the bonds for which such monies were deposited, shall be paid over to the City as and when collected. The term "Deposit Securities" as used in this Section shall mean direct obligations of or obligations the principal and interest which are unconditionally guaranteed by the United States of America, including obligations issued in book-entry form.

Section 13. The terms and provisions of this Resolution do and shall constitute a contract between the City and the registered owner or owners of the 2021B Bonds and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, shall be made to this Resolution without the written consent of the registered owners of two-thirds (2/3rds) in principal amount of the 2021B Bonds then outstanding, provided, however, that neither the principal and interest to be paid upon any 2021B Bond nor the maturity date of any 2021B Bond shall be changed without the written consent of the registered owners of all such bonds then outstanding. Any registered owner of a 2021B Bond may by mandamus or other appropriate action or proceedings at law or in equity in any court of competent jurisdiction enforce and compel performance of this Resolution and every provision and covenant hereof, including without limiting the generality of the foregoing, the enforcement of the performance of all duties required of the City by this Resolution and the applicable laws of the State of Nebraska, including in such duties the collecting of revenues pursuant to the provisions of the Program and Ordinance No. 921 and the segregation of such revenues in the Bond Payment Account of the City's Economic Development Fund for the 2021B Bonds as described in Section 9 of this Resolution. Any and all actions brought by any registered owner or owners of the 2021B Bonds shall be maintained for the equal and ratable benefit of all registered owners of the 2021B Bonds then outstanding and no registered owners of any of the 2021B Bonds shall have any right in any manner whatsoever by any action or proceedings to affect, disturb or prejudice the pledge created by this Resolution.

Section 14. The proceeds of the 2021B Bonds shall be deposited with the City Treasurer and shall be held and applied in accordance with the terms of the Program Ordinance and the Award Ordinance. The Mayor and Council may designate any depository bank or banks and may contract for disbursing agent services as may be determined appropriate by subsequent resolution. Investment earnings related to the proceeds of the 2021B Bonds shall be transferred to the Economic Development Fund

# MINUTE RECORD

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and shall be deposited to the Bond Payment Account within such fund as established by this Resolution.

Section 15. The Mayor and City Clerk and City Treasurer of the City are hereby authorized to do all things and execute all documents as may by them be deemed necessary and proper to complete the issuance and sale of the 2021B Bonds contemplated by this Resolution. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City with respect to the 2021B Bonds, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 16. Pursuant to the provisions of Section 18-2736 of the Act, the Mayor and Council hereby declare the 2021B Bonds to be issued for an essential public and governmental purpose and determine, under the terms of such section, that the 2021B Bonds, together with interest thereon and income therefrom, are exempt from all Nebraska state taxes.

Section 17. The net principal proceeds of the 2021B Bonds, after payment of issuance expenses, shall be held in a separate account in the Economic Development Fund of the City of La Vista and shall be applied to make the EDP Award in accordance with the terms of the Award Ordinance.

Section 18. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 19. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 20. This Resolution shall be in force and take effect from and after its adoption, as provided by law.

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

## D. METROPOLITAN UTILITIES DISTRICT (MUD) – RENEW FRANCHISE AGREEMENT

### 1. ORDINANCE – RENEW WATER FRANCHISE WITH MUD

Councilmember Thomas introduced Ordinance No. 1430 entitled: AN ORDINANCE GRANTING TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, ITS SUCCESSORS AND ASSIGNS, THE EXCLUSIVE RIGHT AND PRIVILEGE TO CONSTRUCT, OPERATE AND MAINTAIN A SYSTEM OF WATER WORKS AND WATER SUPPLY CONSISTING OF MAINS, PIPES, HYDRANTS AND OTHER APPURTENANCES, IN, UPON, OVER, ACROSS AND ALONG STREETS, AVENUES, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF WATER FOR DOMESTIC, MANUFACTURING, INDUSTRIAL, PUBLIC AND FIRE PROTECTION PURPOSES IN THE CITY AND ELSEWHERE; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID METROPOLITAN UTILITIES DISTRICT OF OMAHA IS TO OPERATE; PROVIDE FOR SEVERABILITY; PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND TAKE EFFECT, AND PROVIDING FOR AN EFFECTIVE DATE AND RENEWAL.

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

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Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1430. Councilmember Hale seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1430 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. 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.

## **2. RESOLUTION – APPROVE WATER FRANCHISE AGREEMENT WITH MUD**

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 21-117 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE EXECUTION OF A WATER FRANCHISE AGREEMENT WITH METROPOLITAN UTILITIES DISTRICT.

WHEREAS, on June 4, 1996, by Ordinance No. 650, the City Council approved a Water Franchise with Metropolitan Utilities District (MUD); and

WHEREAS, The Water Franchise ordinance was for a period of twenty-five (25) years; and

WHEREAS, the City and MUD wish to continue the water franchise for services provided to the City by MUD; and

WHEREAS, the new ordinance will allow for the City and MUD to enter into a Water Franchise Agreement; and

WHEREAS, in accordance with such ordinance adopted by La Vista on or about equal date with this resolution approving the Agreement granting MUD a water supply and distribution franchise within La Vista; and

WHEREAS, this Agreement will automatically renew at the end of the term of twenty-five (25) years unless either party gives notice at least three (3) years before the last day of the term.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby approve the Water Franchise Agreement and authorize the Mayor to execute said agreement.

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

## **E. RESOLUTION – 84<sup>TH</sup> STREET UNDERPASS – PROFESSIONAL SERVICES AGREEMENT**

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-118 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH METALAB, LLC OF HOUSTON, TEXAS, TO PROVIDE CONCEPTUAL DESIGN AND OPTIMIZATION SERVICES RELATING TO THE ICONIC FEATURE OVER THE 84<sup>TH</sup> STREET UNDERPASS.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that professional services are necessary in preparation for the conceptual design of the Iconic Feature over the 84<sup>th</sup> Street underpass; and

WHEREAS, on July 5, 2017 the City Council of the City of La Vista approved the selection of Design Workshop to provide schematic design services for the Streetscape Plan for 84<sup>th</sup> Street; and

WHEREAS, on April 20, 2021 the City Council of the City of La Vista approved an agreement with Design Workshop and Schemmer for design, bidding, and limited construction management services related to the Underpass for 84<sup>th</sup> Street; and

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WHEREAS, it was determined that design work related to the Iconic Feature over the 84th Street Underpass project should be conducted, in part to determine the impact on the design of the 84<sup>th</sup> Street Underpass; and

WHEREAS, a detailed scope of work and terms of an agreement for conceptual design and optimization services has been determined; and

WHEREAS, the FY21/22 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated 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 do hereby approve an agreement with Metalab, LLC of Houston, Texas, to provide conceptual design and optimization services for the Iconic Feature over the 84th Street Underpass at a cost of \$43,900.00.

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

## F. RESOLUTION – APPROVE CONTRACT – WORKIVA SOFTWARE IMPLEMENTATION & DESIGN

Councilmember Frederick introduced and moved for the adoption of Resolution No. 21-119 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, AUTHORIZE THE WORKIVA SOFTWARE IMPLEMENTATION AND DESIGN IN AN AMOUNT NOT TO EXCEED \$79,880.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of Workiva Software implementation and design is necessary; and

WHEREAS, the FY22 Finance amended budget provides funding for the purchase of the implementation and design software; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of Workiva Software Implementation and Design in an amount not to exceed \$79,880.00.

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

## G. RESOLUTION – ON-STREET PARKING CHANGE

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-120 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE LOCATION CHANGE OF A "NO PARKING THIS SIDE OF STREET" DESIGNATION AND THE ESTABLISHMENT OF A "NO PARKING ANYTIME" ZONE IN THE AREA OF JOSEPHINE STREET, BETWEEN 72<sup>ND</sup> AND 74<sup>TH</sup> STREETS.

WHEREAS, based upon the recommendation of the City Engineer, the City Council has determined that a location change of a "No Parking this Side of the Street" designation from the north side of Josephine St., from 72<sup>nd</sup> to 74<sup>th</sup> Street, to the south side of the street is necessary; and

WHEREAS, a "No Parking Anytime" zone be established from 72<sup>nd</sup> St. to the east entrance of Crestview Village at Josephine Ct. on the north side of Josephine St.; and

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WHEREAS, the Police Department has reviewed and supports the recommended parking changes; and

WHEREAS, the Public Works Department possesses the materials necessary for installation of the modified parking signs.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska hereby approve the location change of a "No Parking this Side of Street" designation and the establishment of a "No Parking Anytime" zone in the area of Josephine Street, between 72<sup>nd</sup> and 74<sup>th</sup> Streets.

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

## **H. RESOLUTION – AUTHORIZE PURCHASE – SEWER JET TRUCK**

Councilmember Crawford introduced and moved for the adoption of Resolution No. 21-121 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2021 FREIGHTLINER 800-HPR-ECO SERIES IV SEWER JET TRUCK FROM SEWER EQUIPMENT OF AMERICA, DIXON, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$245,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a 2021 Freightliner 800-HPR-ECO Series IV Sewer Jet Truck is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this purchase; and

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

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

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

## **I. RESOLUTION – AMEND COUNCIL POLICY STATEMENT 138 – COLLECTION POLICY**

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 21-122 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AMENDMENT TO A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled "Collection Policy" was established and an amendment is recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the amendment Council Policy Statement entitled "Collection Policy" and do further hereby direct the distribution of said amended Council Policy Statement to the appropriate City Departments.

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

# MINUTE RECORD

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## J. PRESENTATION & DISCUSSION – WAYFINDING

Renee Ludlam with Design Workshop gave a presentation on the Wayfinding project.

City Council will review designs and give feedback to City Administrator Gunn.

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 7:46 p.m. Councilmember Crawford made a motion to go into executive session for protection of the public interest for negotiating guidance regarding contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:12 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Thomas commented on the Alzheimer's Walk and the group being the #1 collector of funds.

At 8:14 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

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

ATTEST:

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

Design Workshop, Inc.  
Landscape Architecture  
Planning  
Urban Design

# APPROVED

BF 10/12/21  
16-71-0917-STR17005

October 7, 2021

Invoice No: 0068634

Current Invoice Total	\$3,856.00
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Cindy Miserez  
City of La Vista  
8116 Parkview Blvd.  
La Vista, NE 68128

Project 006605.00 La Vista - 84th Street Bridge

Professional Services from September 1, 2021 to September 30, 2021

Task 001 1.1 Preliminary Design  
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	37.9076	6,975.00	5,175.00	1,800.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.30	6.00	0.00	6.00

Total Fee **1,806.00**

Total this Task **\$1,806.00**

Task 002 1.2 Final Design  
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	0.00	0.00	0.00	0.00
Consultant	3,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00

Total Fee **0.00**

Total this Task **0.00**

Task 003 2.0 Civil and Structural  
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Schemmer	152,270.00	1.3463	2,050.00	0.00	2,050.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00

Total Fee **2,050.00**

# DESIGNWORKSHOP

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	006605.00	La Vista - 84th Street Bridge	Invoice	0068634
			<b>Total this Task</b>	<b>\$2,050.00</b>
			<b>Total this Invoice</b>	<b><u>\$3,856.00</u></b>

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

**DESIGNWORKSHOP**

Aspen Austin Chicago Denver Houston Lake Tahoe Los Angeles Shanghai  
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 303.623.5186 303.623.2260 (fax)



## INVOICE

5408 North 99th Street, Suite A  
Omaha, NE 68134

402-397-8080/FAX 402-393-8284

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

DATE	INVOICE #
10/6/2021	20210999
DUE DATE	OWNER/NAME
10/6/2021	Hwy Right of Way

SERVICE	PROPERTY ADDRESS	AMOUNT
Appraisal	Highway 85 & City Centre Drive, LaVista Sarpy County - Right of Way	2,500.00
Federal ID # 47-0703667		
Balances over 30 days are subject to 1.5% per month finance fee. Liable for legal & collection fees.	<b>Total</b>	\$2,500.00

OK to Pay  
PMD 10/25/21  
16.53.0314


**Please Remit to:**

Dept 1539, PO Box 30106  
 Salt Lake City, UT 84130-0106  
 phone: 303.721.1440  
 email: accounting@fhueng.com

**INVOICE**

Mr. Patrick Dowse, PE  
 City Engineer  
 City of La Vista  
 8116 Park View Blvd  
 La Vista, NE 68128

October 20, 2021  
 Project No: 115453-18  
 Invoice No: 31734

Project 115453-18 84th St Traffic Study

**Professional Services for the Period: September 13, 2021 to September 30, 2021**

**Professional Personnel**

	Hours	Rate	Amount
Principal I Meisinger, Mark	9.00	220.00	1,980.00
Engineer I Gwiazdowski, Kornel	28.50	105.00	2,992.50
Graphic Design IV Topoleski, Zachary	3.50	135.00	472.50
Labor	41.00		5,445.00
<b>Total Labor</b>			<b>5,445.00</b>

**Reimbursable Expenses**

Mileage	71.12
Traffic Counts	4,100.00
<b>Total Reimbursables</b>	<b>4,171.12</b>
	<b>4,171.12</b>

**In-House Units**

B&W Printing	3.0 B&W Prints @ 0.12	.36
Color Printing	14.0 Prints @ 0.19	2.66
<b>Total In-House</b>		<b>3.02</b>
		<b>3.02</b>

**Contract Limits**

	Current	Prior	To-Date
Total Billings	9,619.14	0.00	9,619.14
Contract Maximum			28,050.00
Remaining Contract			18,430.86
<b>TOTAL AMOUNT DUE</b>			<b>\$9,619.14</b>

**Billed-To-Date Summary**

	Current	Prior	Total	
Labor	5,445.00	0.00	5,445.00	OK to Pay
Expense	4,171.12	0.00	4,171.12	PMD 10/25/21
In-House	3.02	0.00	3.02	
<b>Totals</b>	<b>9,619.14</b>	<b>0.00</b>	<b>9,619.14</b>	<b>16.53.0314</b>

Project Manager Mark Meisinger



Thompson, Dreessen & Dorner, Inc.  
Consulting Engineers & Land Surveyors

Please remit to:

TD2 Nebraska Office  
10836 Old Mill Road; Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
PAT DOWSE  
9900 PORTAL ROAD  
LA VISTA, NE 68128

Invoice number 146337  
Date 10/04/2021  
Project 0171-422 CENTRAL PARK  
IMPROVEMENTS

Professional Services from August 9, 2021 through September 30, 2021

Description	Contract Amount	Prior Billed	Remaining	Current Billed
<b>Task 1 - Topographic Survey</b>	3,500.00	3,500.00	0.00	0.00
<b>Task 2 thru 4-Design Work except Task 2.4</b>	59,500.00	30,468.52	20,876.38	8,155.10
<i>Fee maximum not to be exceeded due to extra work until an amendment is approved at a future date.</i>				
<b>Additional Services</b>	0.00	1,400.00	-4,960.00	3,560.00
<b>Total</b>	<b>63,000.00</b>	<b>35,368.52</b>	<b>15,916.38</b>	<b>11,715.10</b>

Invoice total 11,715.10

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
146337	10/04/2021	11,715.10	11,715.10				
	Total	11,715.10	11,715.10	0.00	0.00	0.00	0.00

*Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.*

OK to Pay  
PMD 10/25/21  
16.71.0917.000-PARK20002



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

October 5, 2021  
Project No: 00120661.00  
Invoice No: 193456

96th & 108th St Pavement Rehabilitation  
M-376 (390) & M-376 (391)

**Professional Services from August 30, 2021 to September 30, 2021**

Task 00001 Project Management

**Professional Personnel**

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr			
O'Bryan, Timothy	32.00	181.00	5,792.00
<b>Totals</b>	32.00		5,792.00
<b>Total Labor</b>			<b>5,792.00</b>
			<b>Total this Task</b>
			<b>\$5,792.00</b>

Task 00002 Survey

**Professional Personnel**

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr			
O'Bryan, Timothy	5.00	181.00	905.00
<b>Totals</b>	5.00		905.00
<b>Total Labor</b>			<b>905.00</b>

**Unit Billing**

9/30/2021	2017 Ford Escape-UNJ402 22B5SW	22.0 Miles @ 0.56	12.32
	<b>Total Units</b>		<b>12.32</b>
		<b>Total this Task</b>	<b>\$917.32</b>

Task 00005 Construction Observation

**Professional Personnel**

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr			
O'Bryan, Timothy	2.00	181.00	362.00
E3a Construction Representative III			
Barahona, Alejandro	150.50	103.00	15,501.50
E4 Sr Tech, Sr Insp, Sr Env Tech			
Wynn, Tyler	64.00	93.00	5,952.00
<b>Totals</b>	216.50		21,815.50
<b>Total Labor</b>			<b>21,815.50</b>

Project	00120661.00	La Vista 96th & 108th St Pavement Rehab	Invoice	193456
<b>Unit Billing</b>				
9/30/2021	2020 Chevy Silverado-WJC775 23CVN2	621.0 Miles @ 0.56	347.76	
9/30/2021	2020 Chevy Silverado-WJC772 23CVN5	253.0 Miles @ 0.56	141.68	
9/30/2021	2017 Ford Escape-UNJ402 22B5SW	28.0 Miles @ 0.56	15.68	
	<b>Total Units</b>		<b>505.12</b>	<b>505.12</b>
		<b>Total this Task</b>		<b>\$22,320.62</b>
Task	00006	Material Testing		
<b>Unit Billing</b>				
CF1 Slump, Air, four 6"x12" cylinders		1.0 Set @ 85.00	85.00	
CL2 Comp Strength of 6"x12" Cylinders		48.0 Each @ 24.00	1,152.00	
M2 Trip Charge		8.0 Each @ 72.00	576.00	
	<b>Total Units</b>		<b>1,813.00</b>	<b>1,813.00</b>
		<b>Total this Task</b>		<b>\$1,813.00</b>
<b>Billing Limits</b>				
Total Billings		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Limit		30,842.94	282,755.14	313,598.08
Remaining				490,811.50
				177,213.42
		<b>Total this Invoice</b>		<b>\$30,842.94</b>

OK to Pay  
PMD 10/25/21  
PO# 21-008952

**Invoice**

listen.DESIGN.deliver  
 6457 Frances Street, Suite 200  
 Omaha, NE 68106  
 402-393-4100 Fax 402-393-8747

Pat Dowse  
 Director Public Works  
 City of La Vista  
 Email Inv: pdowse@cityoflavista.org  
 City of La Vista  
 8116 Park View Boulevard  
 La Vista, NE 68128-2198

September 10, 2021  
 Project No: 10-17105-40  
 Invoice No: 0192995

Project 10-17105-40 La Vista City Cntr Parking Structure 2  
 PO 20-008373

**Billing Period: August 1, 2021 to August 31, 2021****Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	109,400.00	100.00	109,400.00	109,400.00	0.00
Design Development	164,100.00	100.00	164,100.00	164,100.00	0.00
Construction Documents	218,800.00	100.00	218,800.00	218,800.00	0.00
Bid Negotiation	54,700.00	60.00	32,820.00	21,880.00	10,940.00
<b>Total Fee</b>	<b>547,000.00</b>		<b>525,120.00</b>	<b>514,180.00</b>	<b>10,940.00</b>
<b>Total Fee</b>					<b>10,940.00</b>
<b>Billing Limits</b>					
Expenses		Current		Prior	To-Date
Limit		0.00		1,582.11	1,582.11
Remaining				10,000.00	10,000.00
				8,417.89	8,417.89
<b>Total this Invoice</b>					<b>\$10,940.00</b>

**Outstanding Invoices**

Number	Date	Balance
0191215	8/10/2021	13,675.00
<b>Total</b>		<b>13,675.00</b>

OK to Pay

PMD 10/26/21

**Billings to Date**

	Current	Prior	Total
Fee	10,940.00	514,180.00	525,120.00
Expense	0.00	1,582.11	1,582.11
<b>Totals</b>	<b>10,940.00</b>	<b>515,762.11</b>	<b>526,702.11</b>

We appreciate your confidence in us and thank you in advance for your payment.  
 Being environmentally friendly, we encourage payments via Wire Transfer.  
 Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

**Invoice**

listen.DESIGN.deliver  
 6457 Frances Street, Suite 200  
 Omaha, NE 68106  
 402-393-4100 Fax 402-393-8747

Pat Dowse  
 Director Public Works  
 City of La Vista  
 Email Inv: pdowse@cityoflavista.org  
 City of La Vista  
 8116 Park View Boulevard  
 La Vista, NE 68128-2198

October 11, 2021  
 Project No: 10-17105-40  
 Invoice No: 0194161

Project 10-17105-40 La Vista City Cntr Parking Structure 2  
 PO 20-008373

**Billing Period: September 1, 2021 to September 30, 2021****Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	109,400.00	100.00	109,400.00	109,400.00	0.00
Design Development	164,100.00	100.00	164,100.00	164,100.00	0.00
Construction Documents	218,800.00	100.00	218,800.00	218,800.00	0.00
Bid Negotiation	54,700.00	80.00	43,760.00	32,820.00	10,940.00
<b>Total Fee</b>	<b>547,000.00</b>		<b>536,060.00</b>	<b>525,120.00</b>	<b>10,940.00</b>
		<b>Total Fee</b>			<b>10,940.00</b>

**Reimbursable Expenses**

Printing & Copy	206.92
Travel Expenses-Mileage	22.18
<b>Total Reimbursables</b>	<b>229.10</b>

Billing Limits	Current	Prior	To-Date
Expenses	229.10	1,582.11	1,811.21
Limit			10,000.00
Remaining			8,188.79
<b>Total this Invoice</b>			<b>\$11,169.10</b>

**Outstanding Invoices**

Number	Date	Balance
0192995	9/10/2021	10,940.00
<b>Total</b>		<b>10,940.00</b>

**Billings to Date**

	Current	Prior	Total	OK to Pay PMD 10/26/21
Fee	10,940.00	525,120.00	536,060.00	
Expense	229.10	1,582.11	1,811.21	
<b>Totals</b>	<b>11,169.10</b>	<b>526,702.11</b>	<b>537,871.21</b>	

We appreciate your confidence in us and thank you in advance for your payment.  
Being environmentally friendly, we encourage payments via Wire Transfer.  
Routing number: 121000248 Account Number: 4945435436

---

Matthew Gulsvig, AIA, LEED AP



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

October 28, 2021  
Project No: 00120715.00  
Invoice No: 195392

M376(378)  
Park View Blvd from 84th Street to 96th Street  
Panel Replacement

**Professional Services from August 20, 2021 to September 30, 2021**

Task 00002 Construction Inspection

**Professional Personnel**

		Hours	Rate	Amount
E5 Eng Tech II, Insp II, Env Tech II				
Rocha, Roberto	2.00	88.00	176.00	
E9 Field/Lab Technician I, Intern				
Elliston, Joseph	10.00	64.00	640.00	
<b>Totals</b>	12.00		816.00	
				<b>816.00</b>
	<b>Total Labor</b>			

**Unit Billing**

9/30/2021	2020 Chevy Equinox- WIV756 23CVNM	41.0 Miles @ 0.56	22.96
9/30/2021	2019 Chevy Equinox- WBR361 22WD5K	21.0 Miles @ 0.56	11.76
	<b>Total Units</b>		<b>34.72</b>
		<b>Total this Task</b>	<b>\$850.72</b>

**Billing Limits**

Total Billings	Current	Prior	To-Date
Limit	850.72	48,769.88	49,620.60
Remaining			51,101.00
			1,480.40
		<b>Total this Invoice</b>	<b><u>\$850.72</u></b>

OK to Pay  
PMD 10/28/21  
05.71.0917.000-STR21001

Check #	Check Date	Vendor Name	Amount	Voided
135794	10/20/2021	CALENTINE, JEFFREY	100.50	N
135795	10/20/2021	DESIGN WORKSHOP INC	7,135.00	N
135796	10/20/2021	KISSEL KOHOUT ES ASSOCIATES LLC	9,898.03	N
1639(E)	10/25/2021	FIRST BANKCARD	22,756.85	N
1646(E)	10/25/2021	OMAHA PUBLIC POWER DISTRICT	45,755.85	N
1647(E)	10/28/2021	3C PAYMENT USA CORPORATION	100.00	N
1648(E)	10/28/2021	ACTIVE NETWORK LLC	63.99	N
1649(E)	10/28/2021	CCAP AUTO LEASE LTD	449.00	N
1650(E)	10/28/2021	CCAP AUTO LEASE LTD	391.12	N
1651(E)	10/28/2021	CENTURY LINK/LUMEN	678.85	N
1652(E)	10/28/2021	CENTURY LINK/LUMEN	77.63	N
1653(E)	10/28/2021	CORE BANK	189,344.95	N
1654(E)	10/28/2021	GREATAMERICA FINANCIAL SERVICES	1,127.00	N
1655(E)	10/28/2021	METROPOLITAN UTILITIES DISTRICT	17,205.29	N
1656(E)	10/28/2021	MID-AMERICAN BENEFITS INC	3,477.47	N
1657(E)	10/28/2021	NE DEPT OF REVENUE-SALES TAX	140.83	N
1658(E)	10/28/2021	PAYROLL MAXX	380,338.95	N
1659(E)	10/28/2021	TOSHIBA FINANCIAL SERVICES	265.40	N
135864	10/28/2021	TR CONSTRUCTION LLC	42,447.27	N
1660(A)	11/02/2021	ABM INDUSTRIES, INC	8,739.08	N
1661(A)	11/02/2021	CITY OF OMAHA	268,227.18	N
1662(A)	11/02/2021	CITY OF PAPILLION - MFO	233,475.00	N
135797	11/02/2021	ACTION BATTERIES UNLTD INC	36.95	N
135798	11/02/2021	AMAZON CAPITAL SERVICES, INC.	192.27	N
135799	11/02/2021	ARBOR DAY FOUNDATION	15.00	N
135800	11/02/2021	AT&T MOBILITY LLC	97.34	N
135801	11/02/2021	BISHOP BUSINESS EQUIPMENT	1,298.90	N
135802	11/02/2021	BODY BASICS INC	200.49	N
135803	11/02/2021	BS&A SOFTWARE	25,177.00	N
135804	11/02/2021	CHRISTIAN MOLINA	80.00	N
135805	11/02/2021	CINTAS CORPORATION NO. 2	154.82	N
135806	11/02/2021	CITY OF PAPILLION	11,264.31	N
135807	11/02/2021	CONSOLIDATED MANAGEMENT CO	17.23	N
135808	11/02/2021	CONTROL MASTERS INCORPORATED	362.50	N
135809	11/02/2021	COX COMMUNICATIONS, INC.	147.03	N
135810	11/02/2021	CULLIGAN OF OMAHA	29.00	N
135811	11/02/2021	CUMMINS CENTRAL POWER LLC	561.96	N
135812	11/02/2021	DASH MEDICAL GLOVES	183.40	N
135813	11/02/2021	DELL MARKETING L.P.	80.65	N
135814	11/02/2021	DOG WASTE DEPOT	424.66	N
135815	11/02/2021	DOUGLAS COUNTY SHERIFF'S OFC	762.50	N
135816	11/02/2021	EDGEWEAR SCREEN PRINTING	148.00	N
135817	11/02/2021	FELSBURG HOLT & ULLEVIG INC	350.00	N
135818	11/02/2021	FITZGERALD SCHORR BARMETTLER	26,723.10	N
135819	11/02/2021	GALE	48.73	N
135820	11/02/2021	GUIDEPOINT SECURITY, LLC	6,347.90	N
135821	11/02/2021	HY-VEE INC	49.71	N

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135822	11/02/2021	ICMA MEMBERSHIP RENEWALS	1,078.27	N
135823	11/02/2021	IDEAL IMAGES, INC.	582.50	N
135824	11/02/2021	KRIHA FLUID POWER CO INC	67.24	N
135825	11/02/2021	LIBRA INDUSTRIES INC	222.00	N
135826	11/02/2021	MAKERBOT INDUSTRIES LLC	2,498.03	N
135827	11/02/2021	MARCO INCORPORATED	129.46	N
135828	11/02/2021	MARTIN ASPHALT - MONARCH OIL	373.70	N
135829	11/02/2021	MARTIN MARIETTA MATERIALS, INC	69.86	N
135830	11/02/2021	MAX I WALKER UNIFORM & APPAREL	15.92	N
135831	11/02/2021	MENARDS-RALSTON-CORPORATE	601.34	N
135832	11/02/2021	MIDWEST TURF & IRRIGATION	1,322.96	N
135833	11/02/2021	MUNICIPAL PIPE TOOL CO LLC	362.42	N
135834	11/02/2021	NEBRASKA CITY MANAGERS ASSOCIATION	757.28	N
135835	11/02/2021	NEBRASKA LAW ENFORCEMENT	50.00	N
135836	11/02/2021	NEBRASKALAND TIRE, INC.	588.04	N
135837	11/02/2021	NEWMAN SIGNS INC	1,965.68	N
135838	11/02/2021	NEWSBANK	3,271.00	N
135839	11/02/2021	ODEYS INCORPORATED	459.90	N
135840	11/02/2021	OFFICE DEPOT INC	1,076.82	N
135841	11/02/2021	OFFUTT YOUTH CENTER 55 SVS/SVYY	2,160.00	N
135842	11/02/2021	OMNI ENGINEERING	399.41	N
135843	11/02/2021	PER MAR SECURITY SERVICES	177.72	N
135844	11/02/2021	RDG PLANNING & DESIGN	1,380.00	N
135845	11/02/2021	REACH SPORTS MARKETING GROUP, INC.	700.00	N
135846	11/02/2021	REGAL AWARDS INC.	264.00	N
135847	11/02/2021	ROLLIN GREEN GRADING & SOD LLC	1,450.00	N
135848	11/02/2021	SARPY COUNTY COURTHOUSE	4,313.96	N
135849	11/02/2021	SARPY COUNTY FISCAL ADMINSTRN	6,392.40	N
135850	11/02/2021	SARPY DOUGLAS LAW ENFORCE. ACADEMY	32,500.00	N
135851	11/02/2021	SHERWIN-WILLIAMS	195.15	N
135852	11/02/2021	SIGN IT	1,366.00	N
135853	11/02/2021	SIRCHIE ACQUISITION COMPANY, LLC	275.48	N
135854	11/02/2021	SOUTHERNCARLSON, INC	17.57	N
135855	11/02/2021	SUNSET LAW ENFORCEMENT LLC	9,919.80	N
135856	11/02/2021	THE COLONIAL PRESS, INC	215.88	N
135857	11/02/2021	THE FILTER SHOP, INC.	79.40	N
135858	11/02/2021	TURFWERKS	431.82	N
135859	11/02/2021	TY'S OUTDOOR POWER & SERVICE	375.55	N
135860	11/02/2021	UNITED PARCEL SERVICE	9.67	N
135861	11/02/2021	VERIZON CONNECT NWF, INC.	631.41	N
135862	11/02/2021	WALMART COMMUNITY BRC	917.01	N
135863	11/02/2021	ZIMCO SUPPLY COMPANY	247.50	N

89 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$1,386,860.84

0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 11/02/2021

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COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 2, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
LA VISTA REPLAT 4 LOTS 1 AND 2 RFS HOLDINGS, LLC 8201 HARRISON STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

**SYNOPSIS**

A resolution has been prepared to approve a replat of Lot 1282-D1 La Vista, located at 8201 Harrison Street that would split the existing lot into two separate lots to prepare one lot to be sold for future development. The new lots will be known as Lots 1 and 2 La Vista Replat 4.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared to approve a replat of Lot 1282-D1 La Vista, being replatted as Lots 1 and 2 La Vista Replat 4. Bethany Funeral Home is located on this property, with approximately half of the lot sitting vacant. The property owner has applied to subdivide the undeveloped portion of the lot so that it can be sold for future development. There is no known development proposal or future tenant in mind for the undeveloped portion at this time.

The La Vista Planning Commission met on August 5, 2021 to review the proposal and voted unanimously to recommend approval of the replat to City Council. A more detailed staff report is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE REPLAT OF LOT 1282-D1 LA VISTA, TO BE REPLATTED AS LOTS 1 AND 2 LA VISTA REPLAT 4, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owner of the above described piece of property has made application for approval of a replat of Lot 1282-D1 La Vista, to be replatted as Lots 1 and 2 La Vista Replat 4; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on August 5, 2021, the La Vista Planning Commission reviewed the replat and unanimously voted to recommended approval to the La Vista City Council;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat of Lot 1282-D1 La Vista, to be replatted as Lots 1 and 2 La Vista Replat 4, a subdivision located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southeast of the intersection of Harrison Street and S 83<sup>rd</sup> Street be, and hereby is, approved.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

ATTEST:

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

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



**CITY OF LA VISTA  
PLANNING DIVISION  
RECOMMENDATION REPORT**

---

CASE NUMBERS: PRP21-0001;

FOR HEARING ON: NOVEMBER 2, 2021

REPORT PREPARED ON: SEPTEMBER 24, 2021

**I. GENERAL INFORMATION**

**A. APPLICANT(S):**

RFS Holdings, LLC  
PO Box 79201  
Atlanta, GA 30357

**B. PROPERTY OWNER:**

RFS Holdings, LLC  
PO Box 79201  
Atlanta, GA 30357

**C. LOCATION:** 8201 Harrison Street, La Vista, NE 68128.

**D. LEGAL DESCRIPTION:** Lot 1282-D1 La Vista

**E. REQUESTED ACTION(S):** Approval of a replat for Lot 1282-D1 La Vista being replatted as Lots 1 and 2 La Vista Replat 4.

**F. EXISTING ZONING AND LAND USE:** C-2 General Commercial District and Gateway Corridor District (Overlay District).

**G. PURPOSE OF REQUEST:** The applicant wishes to split the existing property into two lots so that the undeveloped portion can be sold and developed at a later date.

**H. SIZE OF SITE:** Approximately 2.52 acres.

## **II. BACKGROUND INFORMATION**

### **A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

<u>Direction</u> <u>From</u> <u>Subject</u> <u>Property</u>	<u>Future Land Use</u> <u>Designation</u>	<u>Current Zoning</u> <u>Designation</u>	<u>Surrounding</u> <u>Development</u>
North	General Commercial and High-Density Residential (Ralston)	GC General Commercial District and R-4 Multiple-Family Residential (Ralston)	Conoco Station; Fireside Village (Ralston)
East	Medium-Density Residential	R-1 Single Family Residential	Southwest Baptist Church
South	High-Density Residential	R-3 High-Density Residential and a Gateway Corridor Overlay (Overlay District)	Southfield Apartments
West	Commercial	C-2 General Commercial District and a Gateway Corridor District (Overlay District).	KFC Restaurant

**B. RELEVANT CASE HISTORY:** Lot 1282-D1 La Vista was created using a deed split (not an allowed method per La Vista's subdivision regulations) so this proposed lot split did not qualify to be performed administratively. This combined replat process will correct the issue and create two legal lots of record.

**C. APPLICABLE REGULATIONS:**

1. Section 5.11 of the City of La Vista Zoning Ordinance – C-2 General Commercial District
2. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)
3. Section 3.07 of the City of La Vista Subdivision Regulations – Replats
4. Article 4 of the City of La Vista Subdivision Regulations – Design Standards

## **III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Map of the La Vista Comprehensive Plan designates this property for commercial development.

**B. OTHER PLANS:** N/A.

**C. TRAFFIC AND ACCESS:**

1. Proposed Lot 1 La Vista Replat 4 has one driveway access onto Harrison Street (Shared with Lot 1191 La Vista) . Full requirements for access and parking for Lot 1 will be determined when a development proposal and building permit application are submitted. Future development may be subject to a traffic study in order to determine whether or not any traffic-related public improvements, provisions, or restrictions are required due to the location of the access to this site.
2. Proposed Lot 2 La Vista Replat 4 has one driveway access onto Harrison Street, and one onto S. 83<sup>rd</sup> Street. These two access points are existing.

**D. UTILITIES: N/A**

1. The property has access to all necessary utilities.
2. Details pertaining to the sanitary sewer easement located on proposed Lot 2 to ensure proper service to proposed Lot 1 will be included and recorded on a separate document. This separate easement document is attached to this report, has been approved by the City Engineer, and shall be recorded prior to recording of the Final Plat.

**E. PARKING REQUIREMENTS:**

1. The existing off-street parking provided on proposed Lot 1 is sufficient for the existing land use and business (Bethany Funeral Home).
2. The number of off-street parking stalls required for proposed Lot 2 will be determined at a later date based upon the proposed use for the property. A development proposal has not been received at this time.

**IV. REVIEW COMMENTS:**

A. Building permits and approval of the associated grading plan and post construction stormwater management plan will be required prior to any development activities on proposed Lot 1 La Vista Replat 4.

**V. STAFF RECOMMENDATION – REPLAT:**

Staff recommends approval of the replat for Lot 1282-D1 La Vista being replatted as Lots 1 and 2 La Vista Replat 4, contingent upon City Engineer approval of the separate sanitary sewer easement document, as the request is consistent with La Vista's Subdivision Regulations.

**VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:**

The La Vista Planning Commission held a public hearing on August 5, 2021 and voted unanimously to recommend approval of the replat for Lot 1282-D1 La Vista being replatted as Lots 1 and 2 La Vista Replat 4, contingent upon City Engineer approval of the separate sanitary sewer easement document, as the request is consistent with La Vista's Subdivision Regulations.

**VII. ATTACHMENTS TO REPORT:**

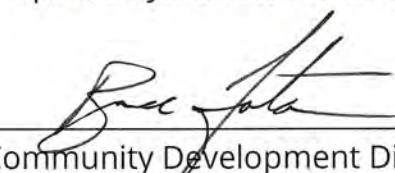
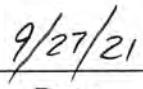
- A. Vicinity Map
- B. Review & Response Letters
- C. Draft Sanitary Sewer Easement
- D. Preliminary Plat
- E. Final Plat

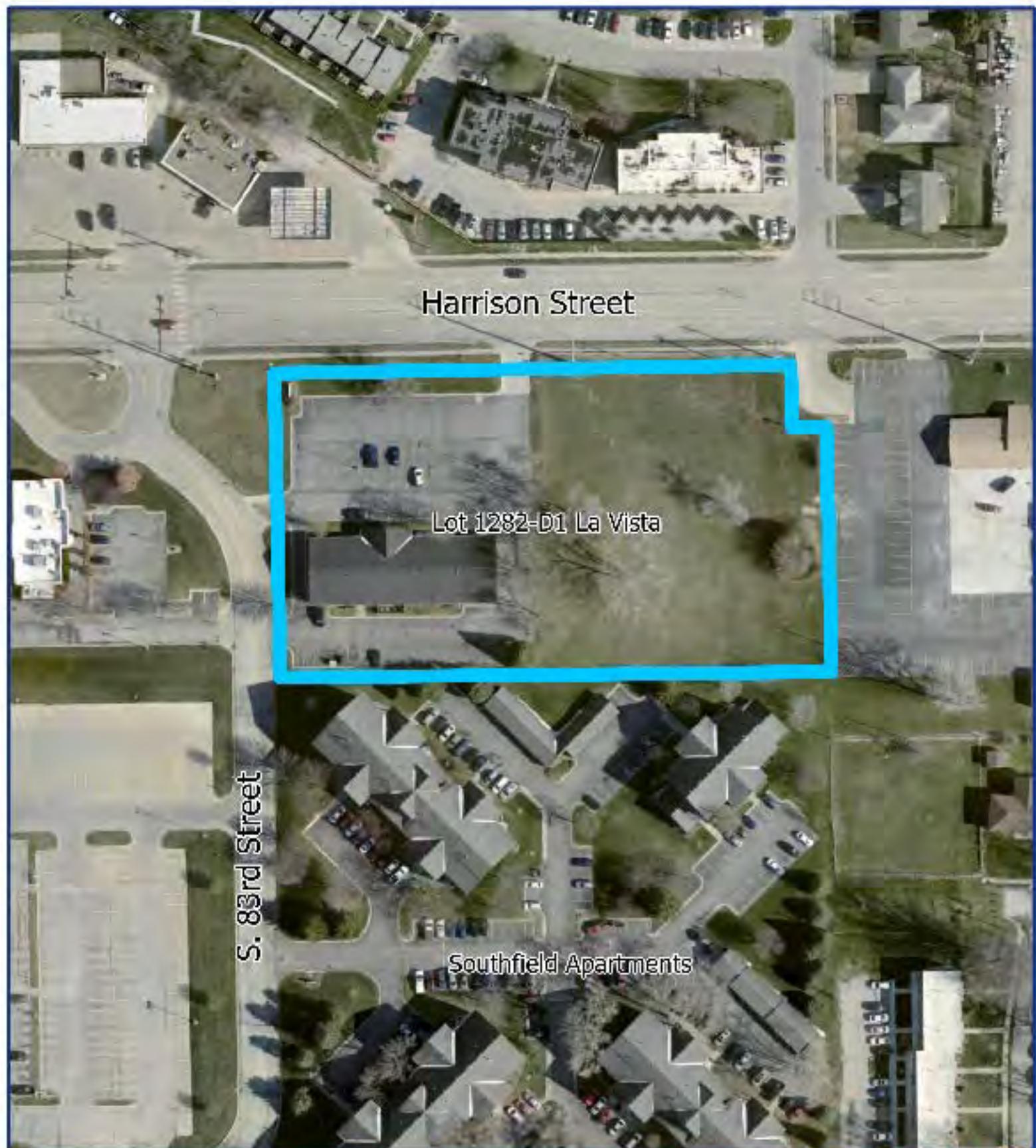
**VIII. COPIES OF REPORT SENT TO:**

- A. Jeff Stoll, E & A Consulting Group, Inc.
- B. RFS Holdings, Inc.
- C. Public Upon Request



Prepared by: Assistant Planner

  
Community Development Director  
Date



**Replat Vicinity Map**



**Legend**

■ RPS Holdings Property Boundaries  
(area to be replatted)





April 22, 2021

Jeff Stoll  
E&A Consulting Group, Inc.  
10909 Mill Valley Road, STE 100  
Omaha, NE 68154

RE: La Vista Replat 4 – Initial Review Letter

Mr. Stoll,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

1. Section 3.03.07 – The preliminary plat does not show all underground utilities within the vicinity of the two parcels. If Lot 1 is to be viable for development, surrounding utilities will need to be understood. Please include all underground utilities.
2. Section 3.03.14 – Setback lines should be illustrated on both proposed lots.
3. Sarpy County Public Works reviewed your application and has requested some revisions to the Final Plat document. Please see the attached comment letter and redlined final plat exhibit from Sarpy County Public Works and make the necessary corrections.

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
402.331.4343 P  
402.331.4375 F

**Community Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

**Library**  
9110 Giles Rd.  
402.537.3900 P  
402.537.3902 F

**Police**  
7701 S. 96th St.  
402.331.1582 P  
402.331.7210 F

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F

4. The following items must occur prior to the issuance of any building permit(s) for Lot 1 La Vista Replat 4:
  - a. The proposed uses will need to be known and verified for conformance with the La Vista Zoning Ordinance.
  - b. A Post Construction Stormwater Management Plan must be submitted that demonstrates that the project will address all stormwater management criteria as per Section 154 of the La Vista Municipal Code.
  - c. Grading plans consistent with Section 3.03.16 of the Subdivision Regulations must be reviewed and approved.
  - d. Any waiver considerations must be submitted completed, per Section 3.03.17 of the Subdivision Regulations.
  - e. The development may be subject to a traffic study, if requested, per Section 3.03.19 of the Subdivision Regulations. Results of the traffic study may indicate and/or limit the types of uses that can be expected by the development as well as require certain traffic-related public improvements and/or provisions.

Please resubmit the preliminary and final plats electronically to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Cale Brodersen  
Assistant Planner  
City of La Vista  
(402) 593-6405  
cbrodersen@cityoflavista.org

cc:

Christopher Solberg, Deputy Community Development Director – City of La Vista  
Bruce Fountain, Community Development Director – City of La Vista



## SARPY COUNTY

**Dennis L. Wilson, P.E., PhD**  
Sarpy County Engineer

**PUBLIC WORKS DEPARTMENT**  
15100 South 84th Street ♦ Papillion, NE 68046-2895  
Phone (402) 537-6900 ♦ FAX (402) 537-6955 ♦ [www.sarpy.com](http://www.sarpy.com)

TO: Meghan Enberg, City of La Vista  
FROM: Michael R. Sharp, RLS, Registered Land Surveyor  
DATE: Thursday, April 08, 2021  
RE: LaVista Repat 4

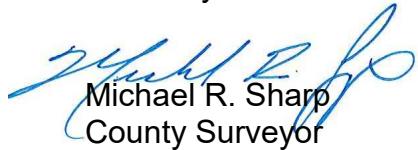
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Sarpy County Public Works has reviewed the application, as submitted. Please see the attached plan with comments for the Final Plat.

- Legal description needs same dimension as the drawing (27.95 or 27.94)
- The two parcels to the south needs to be changed as shown on DWG.
- And correct the word to westerly to easterly as shown in legal description.

Any questions please contact me at (402)537-6909.

Sincerely:

  
Michael R. Sharp  
County Surveyor

## LA VISTA REPLAT 4

## LOTS 1 &amp; 2 INCLUSIVE

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, RFS HOLDINGS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, THE OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LA VISTA REPLAT 4 (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

RFS HOLDINGS, LLC, A GEORGIA LIMITED LIABILITY COMPANY

JEFFREY K. BOUTWELL, MANAGER DATE

## ACKNOWLEDGEMENT OF NOTARY

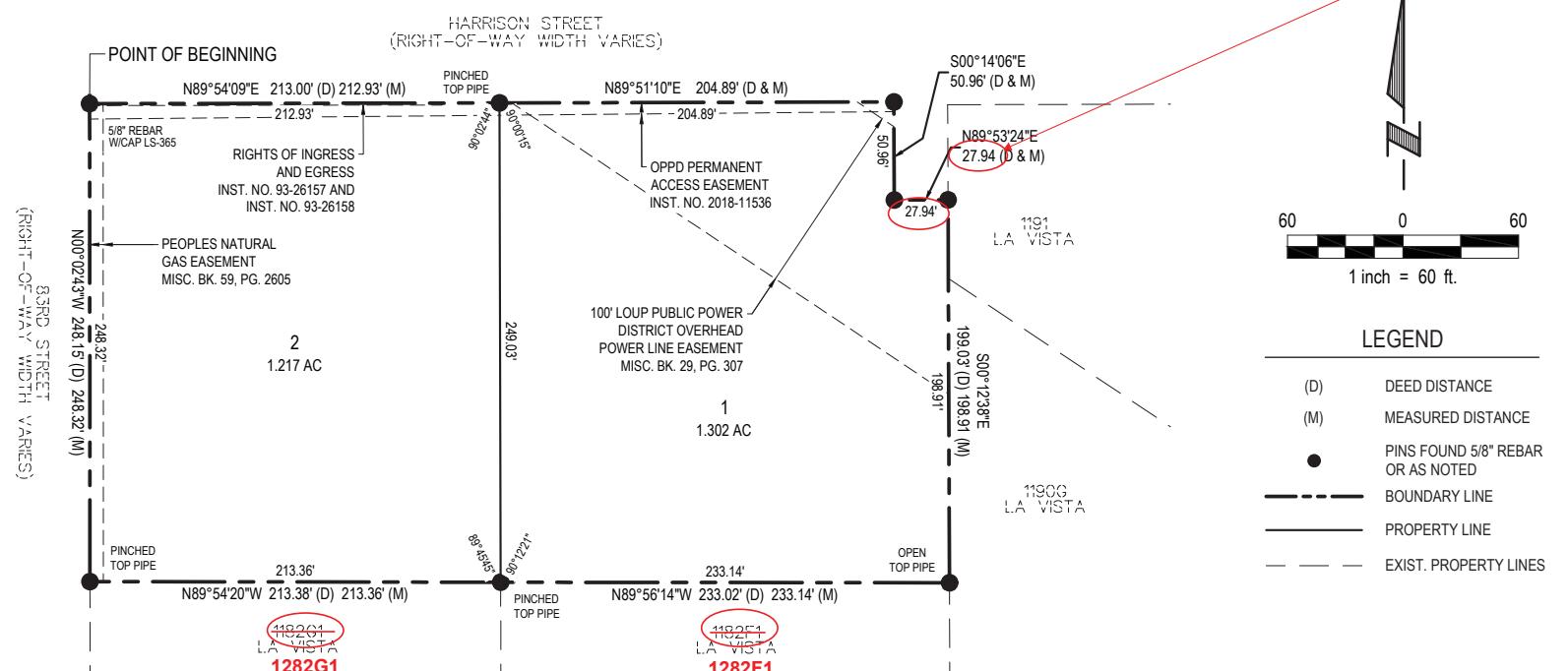
STATE OF NEBRASKA )

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JEFFREY K. BOUTWELL, MANAGER OF RFS HOLDINGS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC DATE



BEING A REPLATTING OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

## APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF LA VISTA REPLAT 4 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

## ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF LA VISTA REPLAT 4 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_. IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR

ATTEST \_\_\_\_\_  
CITY CLERK

## COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER

DATE

## SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS LA VISTA REPLAT 4 (THE LOTS NUMBERED AS SHOWN), SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF 83RD STREET; THENCE N89°54'09"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 212.93 FEET; THENCE N89°51'10"E ALONG SAID NORTHERLY LINE OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 204.89 FEET TO THE NORTHEAST CORNER OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA; THENCE S00°14'06"E ALONG THE EASTERLY LINE OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY OF HARRISON STREET, A DISTANCE OF 50.96 FEET; THENCE N89°53'24"E ALONG SAID EASTERLY LINE OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY OF HARRISON STREET, A DISTANCE OF 27.94 FEET TO A POINT ON THE WESTERLY LINE OF COMMERCIAL LOT 1191, SAID CITY OF LA VISTA; THENCE S00°12'38"E ALONG SAID EASTERLY LINE OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID WESTERLY LINE OF COMMERCIAL LOT 1191, CITY OF LA VISTA, AND ALSO THE WESTERLY LINE OF SUBLOT "G" OF COMMERCIAL LOT 1190, SAID CITY OF LA VISTA, A DISTANCE OF 198.91 FEET TO THE SOUTHEAST CORNER OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SUBLOT "F1" COMMERCIAL LOT 1282, SAID CITY OF LA VISTA; THENCE N89°56'14"W ALONG THE SOUTHERLY SAID LINE OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID SUBLOT "G" COMMERCIAL LOT 1282, CITY OF LA VISTA, A DISTANCE OF 233.14 FEET TO THE NORTHWEST CORNER OF SAID SUBLOT "F1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SUBLOT "G1" COMMERCIAL LOT 1282, SAID CITY OF LA VISTA; THENCE N89°54'20"W ALONG SAID SOUTHERLY LINE OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID SUBLOT "G1" COMMERCIAL LOT 1282, CITY OF LA VISTA, A DISTANCE OF 213.36 FEET TO THE SOUTHWEST CORNER OF SAID SUBLOT "G1" COMMERCIAL LOT 1282, CITY OF LA VISTA, AND ALSO BEING THE NORTHEAST CORNER OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SUBLOT "G1" COMMERCIAL LOT 1282, CITY OF LA VISTA, AND ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 83RD STREET; THENCE N00°02'43"W ALONG THE WESTERLY LINE OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 83RD STREET, A DISTANCE OF 248.32 FEET TO THE POINT OF BEGINNING.

EASTERLY

SAID TRACT OF LAND CONTAINS AN AREA OF 109,702 SQUARE FEET OR 2.518 ACRES MORE OR LESS.

JOHN W. VON DOLLEN, LS-579

DATE

## REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LA VISTA REPLAT 4 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY SURVEYOR / ENGINEER

Proj No: P2020.318.001

Revisions

No Date Description

Date: 03/30/2021

Designed By: JRS

Drawn By: EHN

Scale: 1" = 60'

Sheet: 1 of 1

FINAL PLAT

LA VISTA REPLAT 4  
LOTS 1 & 2 INCLUSIVE  
LA VISTA, NEBRASKA

E & A CONSULTING GROUP, INC.  
Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.895.4700 • Fax: 402.895.3599  
www.eacg.com



E & A CONSULTING GROUP, INC.

*Engineering Answers*

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950  
P 402.895.4700 • F 402.895.3599  
[www.eacg.com](http://www.eacg.com)

June 13, 2021

Cale Brodersen  
City of La Vista Planning Department  
8116 Park View Boulevard  
La Vista, NE 68128

RE: La Vista Replat 4 – Preliminary Plat & Final Plat Resubmittal  
E & A File: P2020.318.001

Dear Cale,

On behalf of our client, RFS Holdings, LLC, we hereby submit the above referenced project. This submittal is in response to your April 22, 2021 Comment Letter from our March 31 Preliminary Plat & Final Plat Submittal. Each of the comments are listed, with our response following it shown in *italics*.

1. Section 3.03.07 – The preliminary plat does not show all underground utilities within the vicinity of the two parcels. If Lot 1 is to be viable for development, surrounding utilities will need to be understood. Please include all underground utilities.  
*Response: The Preliminary Plat has been updated to include all the known utilities in the area based on the 811 One-Call information provided to us.*
2. Section 3.03.25 – Setback lines should be illustrated on both proposed lots.  
*Response: The setback lines have been added to both the Preliminary Plat and Final Plat.*
3. Sarpy County Public Works reviewed your application and has requested some revisions to the Final Plat document. Please see the attached comment letter and redlined final plat exhibit from Sarpy County Public Works and make the necessary corrections.  
*Response: The Final Plat has been updated per the Sarpy County comments.*
4. The following items must occur prior to the issuance of any building permit(s) for Lot 1 La Vista Replat 4:
  - a. The proposed uses will need to be known and verified for conformance with the La Vista Zoning Ordinance.
  - b. A Post Constriction Stormwater Management Plan must be submitted that demonstrates that the project will address all stormwater management criteria as per Section 154 of the La Vista Municipal Code.
  - c. Grading plans consistent with Section 3.03.16 of the Subdivision Regulations must be reviewed and approved.
  - d. Any waiver considerations must submitted completed, per Section 3.03.17 of the subdivision Regulations.
  - e. The development may be subject to a traffic study, if requested, per Section 3.03.19 of the Subdivision Regulations. Results of the traffic study may indicate and /or limit types of uses that can be expected by the development as well as require certain traffic-related public improvements and/or provisions.

*Response: Understood, any building permit application must comply with any applicable City regulations. We will work with City staff regarding any applicable City regulation. It is our hope that we can avoid doing a traffic study for this 1.3 acre site.*

All documents included are listed on the attached transmittal. If you have any questions regarding the application, please contact me at 402-895-4700.

Sincerely,  
E & A Consulting Group, Inc.

A handwritten signature in blue ink, appearing to read "J. Stoll".

Jeff Stoll,  
Platting Services Assistant Manager

**From:** [Cale Brodersen](#)  
**To:** "Jeff Stoll"  
**Cc:** [zzEACG Project 2020.318.001](#); [Christopher Solberg](#); [Bruce Fountain](#)  
**Subject:** RE: [EXT]La Vista Replat 4 - Preliminary & Final Plat Submittal  
**Date:** Thursday, June 17, 2021 11:33:46 AM

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Hello Jeff,

Thank you for the resubmittal. Our remaining concerns are with the stormwater and sanitary sewer connections, and whether or not both of these utilities will adequately serve the property once it is developed. Were you able to find any stormwater information? There appears to be sanitary sewer along 83<sup>rd</sup> Street, and if that is the closest/only point of contact, it will likely require an easement. We will need these utilities to be represented on the preliminary plat and any necessary easements represented on the final plat.

Per our [draft review schedule](#), to be considered for the July 15<sup>th</sup> Planning Commission meeting agenda, our resubmittal deadline would be June 28<sup>th</sup> (assuming that the resubmittal satisfactorily addresses the utility concerns).

Let me know if you have any questions! Thanks,

**Cale Brodersen**

City of La Vista | Assistant Planner  
402.593.6400 (Office)  
402.593.6405 (Direct)  
8116 Park View Blvd. | La Vista, NE 68128  
[CityofLaVista.org](http://CityofLaVista.org)

Accountability | Integrity | Public Service

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*Engineering Answers*

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[www.eacg.com](http://www.eacg.com)

June 28, 2021

Cale Brodersen  
City of La Vista Planning Department  
8116 Park View Boulevard  
La Vista, NE 68128

RE: La Vista Replat 4 – Preliminary Plat & Final Plat Resubmittal  
E & A File: P2020.318.001

Dear Cale,

On behalf of our client, RFS Holdings, LLC, we hereby submit the above referenced project. This submittal is in response to your June 17, 2021 email regarding our June 13<sup>th</sup> resubmittal.

Per your email *"Our remaining concerns are with the stormwater and sanitary sewer connections, and whether or not both of these utilities will adequately serve the property once it is developed. Were you able to find any stormwater information? There appears to be sanitary sewer along 83<sup>rd</sup> Street, and if that is the closest/only point of contact, it will likely require an easement. We will need these utilities to be represented on the preliminary plat and any necessary easements represented on the final plat."*

**Response:** We have verified that there are storm sewer inlets along Harrison Street for proposed Lot 1 to utilize, the preliminary plat has been revised to show the nearest storm inlet locations. It is our assumption that the inlets along Harrison Street are adequately sized to handle the storm drainage from Lot 1. Regarding the sanitary sewer, we agree with the City's assessment that the nearest sanitary sewer connection will be along 83<sup>rd</sup> Street. The preliminary plat and final plat have been updated to show an easement.

All documents included are listed on the attached transmittal. If you have any questions regarding the application, please contact me at 402-895-4700.

Sincerely,  
E & A Consulting Group, Inc.

Jeff Stoll,  
Platting Services Assistant Manager

## SANITARY SEWER EASEMENT

This Sanitary Sewer Easement is made the date hereinafter stated by RFS Holdings, LLC, a Georgia limited liability company, as the owner of Lot 1 and Lot 2, LaVista Replat 4 being a replatting of Sublot "D1" Commercial Lot 1282, City of LaVista, a subdivision located in the NW1/4 of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

As owner of both Lots 1 and 2 of LaVista Replat 4, RFS Holdings, LLC, a Georgia limited liability company, hereby creates a Sanitary Sewer Easement across the South end of Lot 2 to provide access for Lot 1 to access the Sanitary Line located in Lot 2, and the Easement herein is for the benefit of said Lot 1.

The owners of said Lots 1 and 2 identified above shall construct a Sanitary Sewer Line over, under, and/or across the South 20 feet of said Lot 2. The owner of said Lot 2 grants to the owner of said Lot 1 access to said Sanitary Sewer Line including the right and privilege to access and use said Sewer Line. No owner of said Lot 1 or Lot 2 shall interfere with the rights of the other to access to said Sanitary Sewer Line and shall do nothing to impede its use by the owner of said Lot 1. The owners of Lots 1 and 2 shall be responsible for the repair and maintenance of said Sanitary Sewer Line as needed, including paying the costs of such maintenance and repair.

This Easement shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Sanitary  
Sewer Easement on the \_\_\_\_\_ day of August, 2021.

RFS HOLDINGS, LLC,  
a Georgia limited liability company

By Jeffrey K. Boutwell, Manager

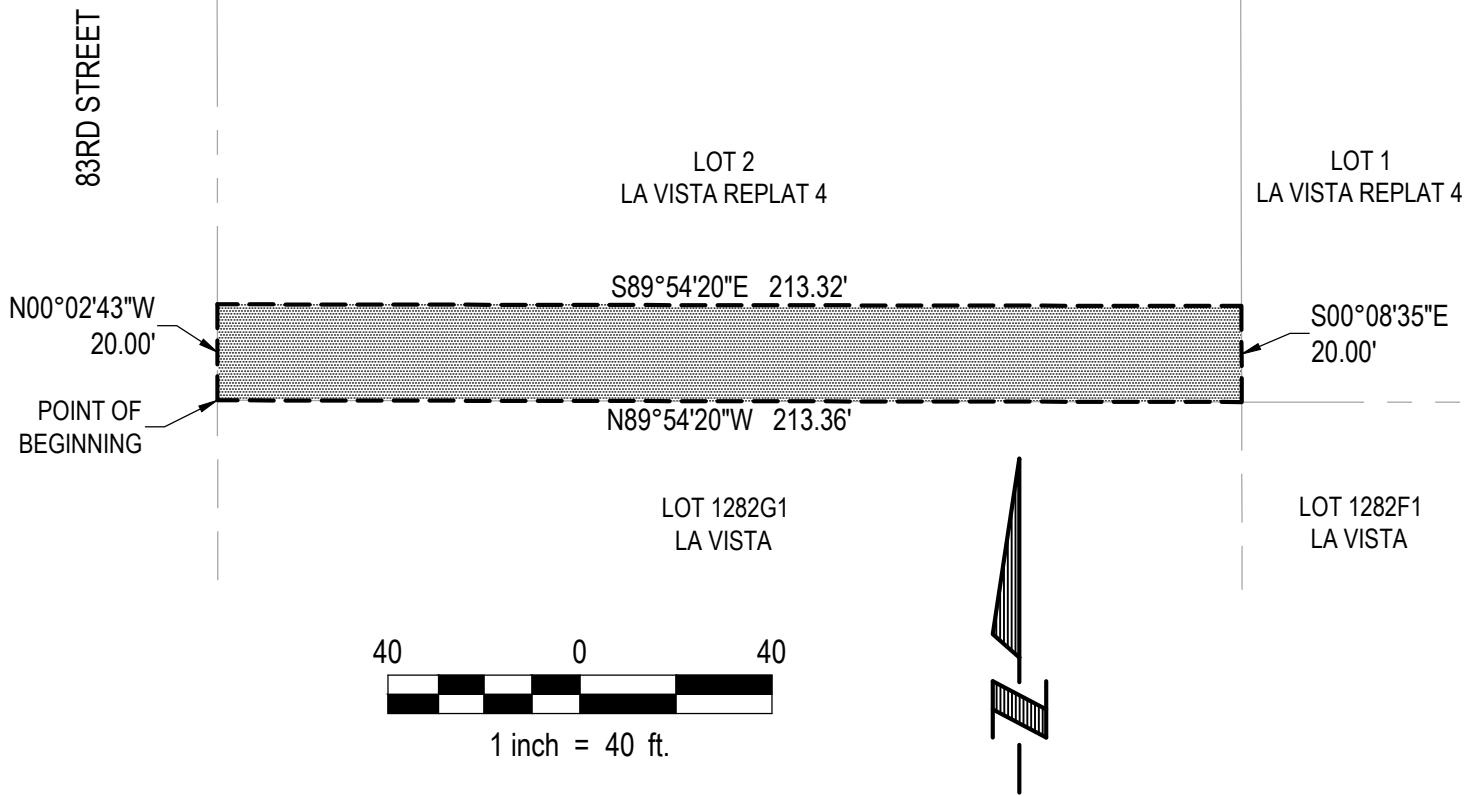
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of August, 2021, before me a Notary Public in and for said county, personally appeared Jeffrey K. Boutwell, Manager of RFS Holdings, LLC, a Georgia limited liability company, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution of the same to be his voluntary act and deed, for the purpose therein set forth.

WITNESS, my hand and official seal the day and year last above written.

## Notary Public

## EXHIBIT "A"



### LEGAL DESCRIPTION

A 20' SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 2, LA VISTA REPLAT 4, A SUBDIVISION BEING A REPLATTING OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, LA VISTA REPLAT 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SUBLOT "G1" SAID COMMERCIAL LOT 1282, CITY OF LA VISTA, AND ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 83RD STREET; THENCE N00°02'43"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 2, LA VISTA REPLAT 4, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 83RD STREET, A DISTANCE OF 20.00 FEET; THENCE S89°54'20"E, A DISTANCE OF 213.32 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, LA VISTA REPLAT 4, SAID LINE ALSO BEING THE WEST LINE OF LOT 1, SAID LA VISTA REPLAT 4; THENCE S00°08'35"E ALONG THE EAST LINE OF SAID LOT 2, LA VISTA REPLAT 4, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, LA VISTA REPLAT 4, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, LA VISTA REPLAT 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, LA VISTA REPLAT 4, AND ALSO THE NORTHWEST CORNER OF SUBLOT "F1" SAID COMMERCIAL LOT 1282, CITY OF LA VISTA, AND ALSO THE NORTHEAST CORNER OF SAID SUBLOT "G1" COMMERCIAL LOT 1282, CITY OF LA VISTA; THENCE N89°54'20"W ALONG THE SOUTH LINE OF SAID LOT 2, LA VISTA REPLAT 4, SAID LINE ALSO BEING THE NORTH LINE OF SAID SUBLOT "G1" COMMERCIAL LOT 1282, CITY OF LA VISTA, A DISTANCE OF 213.36 FEET TO THE POINT OF BEGINNING.

SAID 20' SANITARY SEWER EASEMENT CONTAINS 4,267 SQUARE FEET OR 0.098 ACRES, MORE OR LESS.

 <p><b>E &amp; A</b> E &amp; A CONSULTING GROUP, INC. Engineering Answers</p>	<p><b>E &amp; A CONSULTING GROUP, INC.</b></p> <p>Engineering • Planning • Environmental &amp; Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</p>		<p><b>20' SANITARY SEWER EASEMENT</b></p> <p><b>PART OF LOT 2, LA VISTA REPLAT 4</b></p> <p>SARPY COUNTY, NEBRASKA</p>	
	<p>Job No.: P2020.318.001</p>	<p>Date: 09-16-2021</p>	<p>Drawn by: CJV</p>	<p>Scale: 1" = 40'</p>

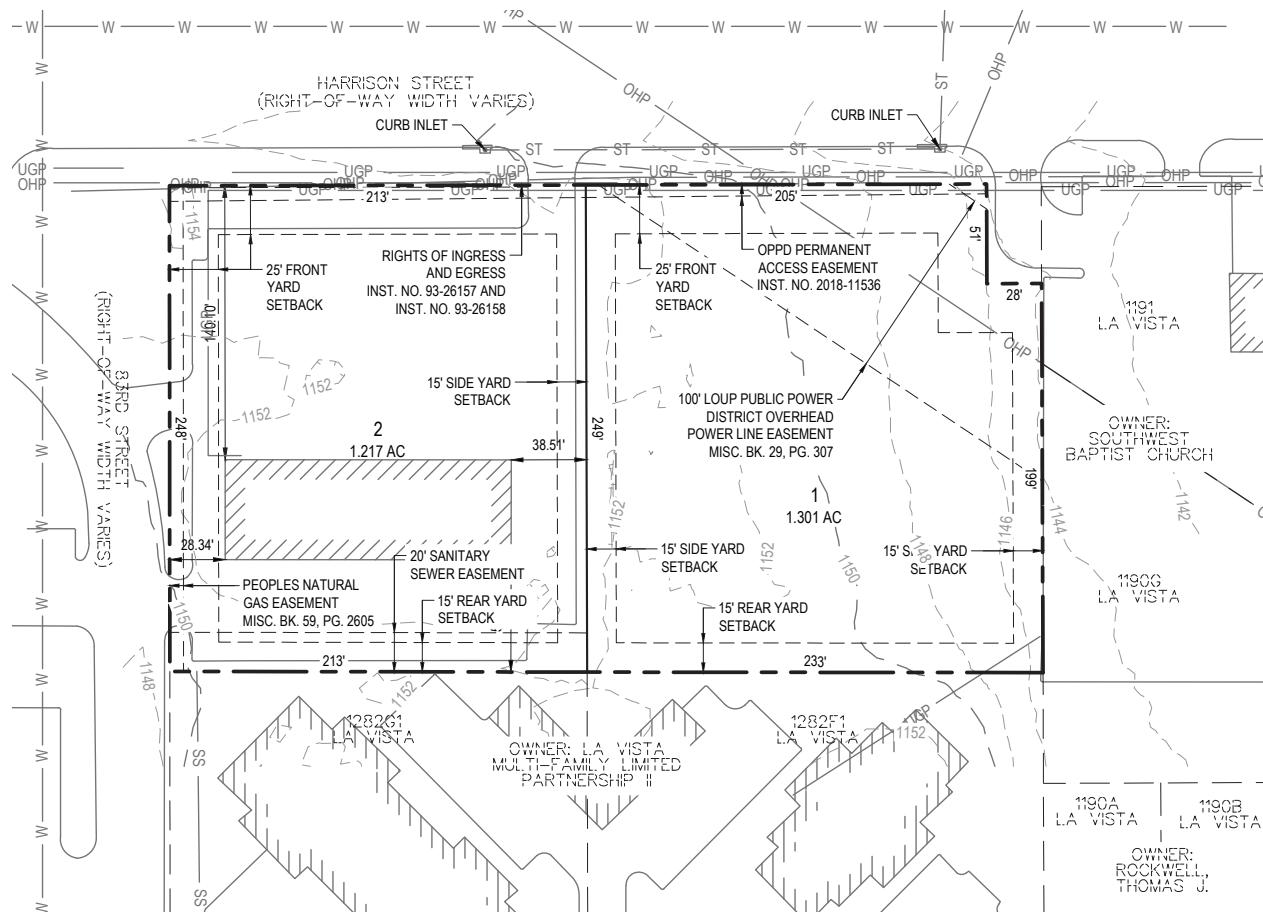
# LA VISTA REPLAT 4

LOTS 1 & 2 INCLUSIVE

BEING A REPLATTING OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP



# LA VISTA REPLAT 4

## LOTS 1 & 2 INCLUSIVE

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, RFS HOLDINGS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, THE OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LA VISTA REPLAT 4 (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

RFS HOLDINGS, LLC, A GEORGIA LIMITED LIABILITY COMPANY

JEFFREY K. BOUTWELL, MANAGER DATE

### ACKNOWLEDGEMENT OF NOTARY

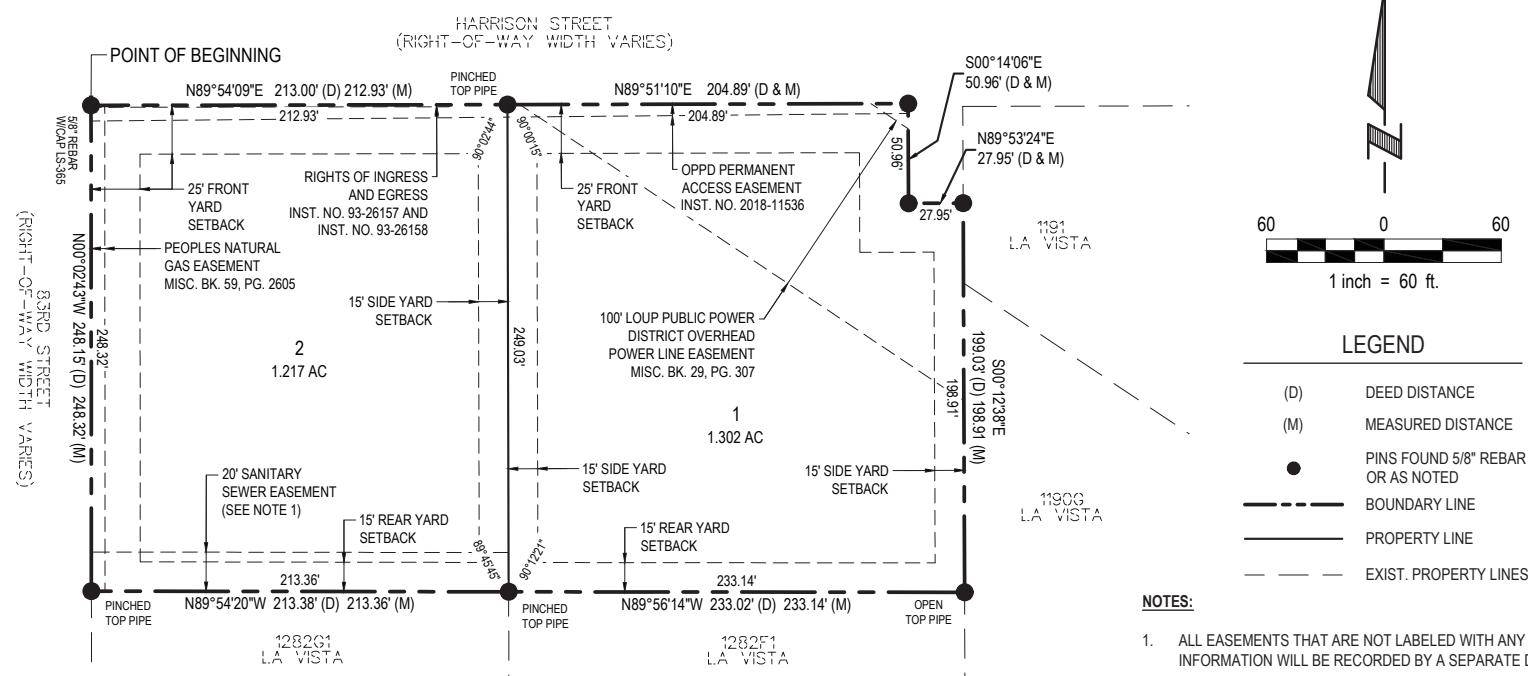
STATE OF NEBRASKA )

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JEFFREY K. BOUTWELL, MANAGER OF RFS HOLDINGS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC DATE



NOTES:

1. ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.

LA VISTA REPLAT 4  
LOTS 1 & 2 INCLUSIVE  
LA VISTA, NEBRASKA



E & A CONSULTING GROUP, INC.  
Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.895.4700 • Fax: 402.895.3599  
www.eacg.com

Proj No: P2020.318.001

Revisions

Date: 03/30/2021

Date

Designed By: JRS

Description

Drawn By: EHN

Scale: 1" = 60'

Sheet: 1 of 1

FINAL PLAT

### SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS LA VISTA REPLAT 4 (THE LOTS NUMBERED AS SHOWN), SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EASTERN RIGHT-OF-WAY LINE OF 83RD STREET; THENCE N89°54'09"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 212.93 FEET; THENCE N89°51'10"E ALONG SAID NORTHERLY LINE OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 204.89 FEET TO THE NORTHEAST CORNER OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA; THENCE S00°14'06"E ALONG THE EASTERN LINE OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY OF HARRISON STREET, A DISTANCE OF 50.96 FEET; THENCE N89°53'24"E ALONG SAID EASTERN LINE OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY OF HARRISON STREET, A DISTANCE OF 27.95 FEET TO A POINT ON THE WESTERLY LINE OF COMMERCIAL LOT 1191, SAID CITY OF LA VISTA; THENCE S00°12'38"E ALONG SAID EASTERN LINE OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID WESTERLY LINE OF COMMERCIAL LOT 1191, CITY OF LA VISTA, AND ALSO THE WESTERLY LINE OF SUBLOT "G" OF COMMERCIAL LOT 1190, SAID CITY OF LA VISTA, A DISTANCE OF 198.91 FEET TO THE SOUTHEAST CORNER OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID SUBLOT "G" COMMERCIAL LOT 1282, CITY OF LA VISTA, A DISTANCE OF 213.36 FEET TO THE SOUTHWEST CORNER OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SUBLOT "G1" COMMERCIAL LOT 1282, CITY OF LA VISTA, AND ALSO BEING ON SAID EASTERN RIGHT-OF-WAY LINE OF 83RD STREET; THENCE N00°02'43"W ALONG THE WESTERLY LINE OF SAID SUBLOT "D1" COMMERCIAL LOT 1282, CITY OF LA VISTA, SAID LINE ALSO BEING SAID EASTERN RIGHT-OF-WAY LINE OF 83RD STREET, A DISTANCE OF 248.32 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 109,702 SQUARE FEET OR 2.518 ACRES MORE OR LESS.

JOHN W. VON DOLLEN, LS-579

DATE

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LA VISTA REPLAT 4 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY SURVEYOR / ENGINEER

Revisions		
<input checked="" type="checkbox"/>	Date	Description

FINAL PLAT		
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LA VISTA REPLAT 4 LOTS 1 & 2 INCLUSIVE LA VISTA, NEBRASKA		
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**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 2, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE BIDS – DEMOLITION & SITE PREPARATION MIXED USE REDEVELOPMENT PROJECT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the advertisement for bids for Demolition & Site Preparation with respect to the building and improvements on Lot 8 of La Vista City Centre Replat Three.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The La Vista Community Development Agency is the lead agent and City funds Demolition and Site Preparation under the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area and redevelopment contract between the Agency and La Vista City Ventures, LLC, as amended, in connection with elimination of the substandard and blighted 84<sup>th</sup> Street Redevelopment Area. Initial phases of Demolition and Site Preparation within the Mixed Use Redevelopment Project Area have been completed. Staff recommends Demolition and Site Preparation with respect to the existing Chili's, building and other improvements of Lot 8, La Vista City Centre Replat Three to complete initial Demolition and Site Preparation obligations of the Agency.

Preparation of plans and specifications for this project have been completed by Olsson. The Engineer's estimate for the proposed work is \$\_\_\_\_\_. The recommended schedule for bidding this work is:

Publish Notice to Contractors	November 10, and November 17th, 2021
Open Bids	November 24th, 2021 at 10:00 am City Hall
Agency Award Contract	December 7th, 2021

The Notice to Contractors will also be posted on the City's web site and at [www.standardshare.com](http://www.standardshare.com).

**RESOLUTION NO. 21 \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY TO AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR DEMOLITION & SITE PREPARATION WITH RESPECT TO THE BUILDING AND IMPROVEMENTS ON LOT 8 OF LA VISTA CITY CENTRE REPLAT THREE.

WHEREAS, the Mayor and Council on behalf of the La Vista Community Development Agency have determined that demolition and site preparation on Lot 8 of La Vista City Centre Replat Three is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	November 10, 2021 and November 17, 2021
Open Bids	November 24, 2021 at 10:00 am at City Hall
City Council Award Contract	December 7, 2021

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, acting as the La Vista Community Development Agency, hereby authorize the advertisement for bids for Demolition & Site Preparation with respect to the building and improvements on Lot 8 of La Vista City Centre Replat Three.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**NOTICE TO CONTRACTORS**

City of La Vista  
La Vista, Nebraska

LA VISTA CITY CENTRE LOT 8  
CHILI'S DEMOLITION  
CITY OF LA VISTA, NEBRASKA

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 24th day of November 2021, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements for LA VISTA CITY CENTRE LOT 8, CHILI'S DEMOLITION, CITY OF LAVISTA, NEBRASKA

At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities
101	Structure Demolition	1 EA
102	Pavement Removal	1035 SY
103	Sidewalk Removal	265 SY
104	Small Tree Removal	2 EA
105	Curb and Gutter Removal	535 LF
106	Utility Removal	170 LF
107	Transformer Removal	1 EA
108	Light Pole Removal	4 EA
109	Bollard Removal	3 EA
110	Temporary Seeding	0.55 AC
111	Erosion Control	0.75 AC
112	Grading Fill	120 CY
113	Grading Cut	124 CY

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by the City of La Vista, and now on file with the City Clerk.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Drawings, Specifications and Contract Documents may be examined online at [www.standardshare.com](http://www.standardshare.com). Search for the project name in the Plan Room found at [www.standardshare.com](http://www.standardshare.com). Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 South 108<sup>th</sup> Street, Omaha, NE 68137, 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of the City Clerk of the City of La Vista, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will be accepted only from those identified on the planholders list kept at the offices of Standard Digital Imaging/StandardSHARE.

The City reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Pamela Buethe, Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 2, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DECLARATION AS TO USE – APPLEWOOD CREEK TRAIL PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a Declaration as to Use for the portions of Outlot A, Mayfair 2<sup>nd</sup> Addition, and Outlots C and D, Val Vista to be used for construction, operation, and maintenance of a recreational trail, known currently as the Applewood Creek Trail project.

**FISCAL IMPACT**

No fiscal impact. The FY21/FY22 Biennial Budget provides funding for the construction of the Applewood Creek Trail project.

**RECOMMENDATION**

Approval

**BACKGROUND**

As the Applewood Creek Trail project is to comply with Federal Highway Administration 23 CFR 1.23(a), “Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project,” the City is to pass a resolution as to declare the portions of the above mentioned outlots for the construction, operation and maintenance of the Applewood Creek Trail project. The attached exhibit shows the extent of the Declaration, including a legal description.

Currently, the above-mentioned project is finishing the Right-of-Way phase of work and is anticipated to be bid in late 2021 or early 2022, with construction expected to last most of the 2022 construction season.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A DECLARATION AS TO USE OF THE PORTIONS OF OUTLOT A, MAYFAIR 2<sup>ND</sup> ADDITION, AND OUTLOTS C AND D, VAL VISTA FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A RECREATIONAL TRAIL.

WHEREAS, the City of La Vista, Nebraska, a municipal corporation, is the owner of Outlot A, Mayfair 2<sup>nd</sup> Addition and Outlots C and D, Val Vista, in La Vista, Sarpy County, Nebraska, and

WHEREAS, said Outlot A Mayfair 2<sup>nd</sup> Addition and Outlots C and D Val Vista are within the City of La Vista and being maintained by the City of La Vista Parks Department, and

WHEREAS, the City of La Vista, hereby wishes to construct, operate, and maintain a recreational trail, across a portion of said property, and

WHEREAS, the recreational trail, is to be constructed as part of Local Public Agency (LPA) Project TAP-77(61), Control Number 22757, and identified as Applewood Creek Trail Project, and

WHEREAS, To comply with Federal Highway Administration 23 CFR 1.23(a) – “Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project”; It is necessary for the City of La Vista, Nebraska, to declare that a portion of said property shall be used for the construction, operation, and maintenance of a recreational trail and associated appurtenances.

NOW THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista, Nebraska, hereby approves the use of a portion of said land owned by the City of La Vista, Nebraska for the construction, operation, and maintenance of a recreational trail, and associated appurtenances, as described and shown on attached Exhibit “A”, and as aligned in project plans and specifications for LPA Project TAP-77(61), Control Number 22757, and identified as Applewood Creek Trail Project.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## **DECLARATION AS TO USE**

**WHEREAS;** the City of La Vista, Nebraska, a municipal corporation, is the owner of Outlot A, Mayfair 2<sup>nd</sup> Addition and Outlots C and D, Val Vista, in La Vista, Sarpy County, Nebraska, and

**WHEREAS;** said Outlot A Mayfair 2<sup>nd</sup> Addition and Outlots C and D Val Vista are within the City of La Vista and being maintained by the City of La Vista Parks Department, and

**WHEREAS;** the City of La Vista, hereby wishes to construct, operate, and maintain a recreational trail, across a portion of said property, and

**WHEREAS;** the recreational trail, is to be constructed as part of Local Public Agency (LPA) Project TAP-77(61), Control Number 22757, and identified as Applewood Creek Trail Project, and

**WHEREAS;** To comply with Federal Highway Administration 23 CFR 1.23(a) – “Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project”; It is necessary for the City of La Vista, Nebraska, to declare that a portion of said property shall be used for the construction, operation, and maintenance of a recreational trail and associated appurtenances.

**NOW THEREFORE, BE IT RESOLVED;** that the Mayor of the City of La Vista, Nebraska, hereby approves the use of a portion of said land owned by the City of La Vista, Nebraska for the construction, operation, and maintenance of a recreational trail, and associated appurtenances, as described and shown on attached Exhibit “A”, and as aligned in project plans and specifications for LPA Project TAP-77(61), Control Number 22757, and identified as Applewood Creek Trail Project.

Passed and approved this \_\_ day of November, 2021.

EXHIBIT "A"

A TRACT OF LAND FOR DECLARATION AS TO USE FOR RECREATIONAL TRAIL PURPOSES LOCATED IN OUTLOT A MAYFAIR 2<sup>ND</sup> ADDITION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID OUTLOT A; THENCE EASTERLY ON THE SOUTH LINE OF SAID OUTLOT A ON AN ASSUMED BEARING OF NORTH 87° 29' 31" EAST A DISTANCE OF 27.35 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT A AND THE POINT OF BEGINNING; THENCE NORTH 29° 30' 03" EAST A DISTANCE OF 88.38 FEET; THENCE NORTH 58° 45' 58" EAST A DISTANCE OF 78.08 FEET; THENCE NORTH 14° 58' 27" EAST A DISTANCE OF 214.39 FEET; THENCE NORTH 10° 36' 48" WEST A DISTANCE OF 344.64 FEET; THENCE NORTH 19° 02' 29" EAST A DISTANCE OF 242.56 FEET; THENCE NORTH 21° 30' 34" WEST A DISTANCE OF 195.58 FEET; THENCE NORTH 06° 24' 39" EAST A DISTANCE OF 203.34 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT A; THENCE NORTH 87° 30' 10" EAST A DISTANCE OF 30.37 FEET; THENCE SOUTH 06° 24' 39" WEST A DISTANCE OF 200.59 FEET; THENCE SOUTH 21° 30' 34" EAST A DISTANCE OF 199.21 FEET; THENCE SOUTH 19° 02' 29" WEST A DISTANCE OF 245.70 FEET; THENCE SOUTH 10° 36' 48" EAST A DISTANCE OF 343.51 FEET; THENCE SOUTH 14° 58' 27" WEST A DISTANCE OF 233.26 FEET; THENCE SOUTH 58° 45' 58" WEST A DISTANCE OF 82.30 FEET; THENCE SOUTH 29° 30' 03" WEST A DISTANCE OF 61.79 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT A; THENCE SOUTH 87° 29' 31" WEST ON THE SOUTH LINE OF SAID OUTLOT A, A DISTANCE OF 35.38 FEET TO THE POINT OF BEGINNING CONTAINING 46,409.34 SQUARE FEET, MORE OR LESS.

ALSO;

A TRACT OF LAND FOR DECLARATION AS TO USE FOR RECREATIONAL TRAIL PURPOSES LOCATED IN OUTLOT D VAL VISTA IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

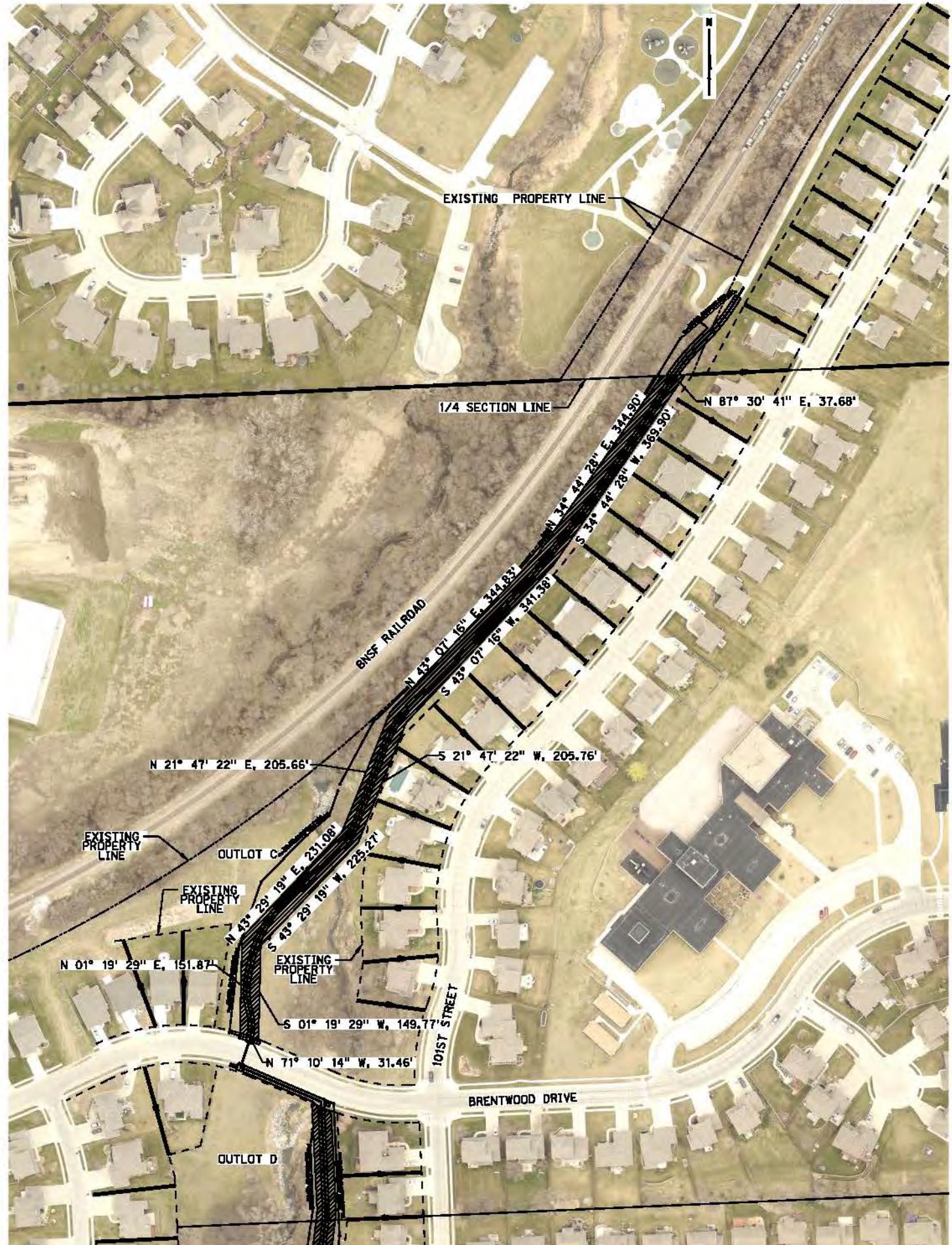
REFERRING TO THE SOUTHWEST CORNER OF SAID OUTLOT D; THENCE EASTERLY ON THE SOUTH LINE OF SAID OUTLOT D ON AN ASSUMED BEARING OF NORTH 87° 30' 10" EAST A DISTANCE OF 220.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06° 24' 39" EAST A DISTANCE OF 17.53 FEET; THENCE NORTH 02° 56' 04" WEST A DISTANCE OF 170.46 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT D; THENCE SOUTH 67° 04' 43" EAST A DISTANCE OF 33.34 FEET; THENCE SOUTH 02° 56' 04" EAST A DISTANCE OF 158.89 FEET; THENCE SOUTH 06° 24' 39" WEST A DISTANCE OF 15.28 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT D; THENCE SOUTH 87° 30' 10" WEST A DISTANCE OF 30.37 FEET ON THE SOUTH LINE OF SAID OUTLOT D TO THE POINT OF BEGINNING CONTAINING 5,424.48 SQUARE FEET, MORE OR LESS.

ALSO;

A TRACT OF LAND FOR DECLARATION AS TO USE FOR RECREATIONAL TRAIL PURPOSES LOCATED IN OUTLOT C VAL VISTA IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID OUTLOT C; THENCE WESTERLY ALONG THE NORTH LINE OF SAID OUTLOT C ON AN ASSUMED BEARING OF SOUTH  $87^{\circ} 30' 41''$  WEST A DISTANCE OF 11.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $34^{\circ} 44' 28''$  WEST A DISTANCE OF 369.90 FEET; THENCE SOUTH  $43^{\circ} 07' 16''$  WEST A DISTANCE OF 341.38 FEET; THENCE SOUTH  $21^{\circ} 47' 22''$  WEST A DISTANCE OF 205.76 FEET; THENCE SOUTH  $43^{\circ} 29' 19''$  WEST A DISTANCE OF 225.27 FEET; THENCE SOUTH  $01^{\circ} 19' 29''$  WEST A DISTANCE OF 149.77 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT C; THENCE NORTH  $71^{\circ} 10' 14''$  WEST A DISTANCE OF 31.46 FEET; THENCE NORTH  $01^{\circ} 19' 29''$  EAST A DISTANCE OF 151.87 FEET; THENCE NORTH  $43^{\circ} 29' 19''$  EAST A DISTANCE OF 231.08 FEET; THENCE NORTH  $21^{\circ} 47' 22''$  EAST A DISTANCE OF 205.66 FEET; THENCE NORTH  $43^{\circ} 07' 16''$  EAST A DISTANCE OF 344.83 FEET; THENCE NORTH  $34^{\circ} 44' 28''$  EAST A DISTANCE OF 344.90 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT C; THENCE NORTH  $87^{\circ} 30' 41''$  EAST ALONG THE NORTH LINE OF SAID OUTLOT C A DISTANCE OF 37.68 FEET TO THE POINT OF BEGINNING CONTAINING 38,556.30 SQUARE FEET, MORE OR LESS.





**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 2, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – SECURITY CAMERAS FOR CITY FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of security cameras for the City Hall, Community Center, Community Development, Library, and Public Works facilities from Convergint Technologies on the State Contract Bid in an amount not to exceed \$95,000.00.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The safety of City staff and public who frequent our facilities is very important. Video surveillance has become a standard to ensuring safety in and around government buildings. Security cameras help deter theft and crime, provide video monitoring and recording, and increase overall safety.

The Information Technology Strategic Plan adopted by City Council on January 19, 2021, identified that many City buildings do not have security cameras installed. As a result, the installation of security cameras has become a priority.

An internal work group was formed to identify and explore the surveillance needs of our facilities. Staff worked with Convergint Technologies, the same vendor who installed our Parking Garage security camera system, to perform site walkthroughs and assess each location's need for cameras and the best placement for them. As a result, proposals have been provided that will fulfill the surveillance requirements of these facilities.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF SECURITY CAMERAS FOR CITY HALL, COMMUNITY CENTER, COMMUNITY DEVELOPMENT, LIBRARY AND PUBLIC WORKS FROM CONVERGINT TECHNOLOGIES, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$95,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of security cameras for City Facilities is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of security cameras for City Hall, Community Center, Community Development, Library and Public Works from Convergint Technologies, Omaha, Nebraska, in an amount not to exceed \$95,000.00.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



4610 S. 133rd St. Suite 105, Omaha, Nebraska 68137  
Phone 402-269-8439 Mobile 402-269-8439  
matt.mccoyconvergint.com

October 22, 2021

City of La Vista  
La Vista City Hall - Community Center  
8116 Park View Blvd La Vista, Nebraska 68128  
Attention:

Quotation: MM13333759P

Reference: La Vista Genetec Expansion

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergint has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergint was ranked the 4<sup>th</sup> largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergint has developed with the industry's top technology manufacturers. Convergint Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergint Technologies as your partner for your electronic security needs.

## **Scope of Work**

- 11 Genetec Professional Device Licenses.
- 11 Genetec Advantage Device Support (1yr).
- 1 BCDVideo Network Video Appliance.
- 1 TrendNet 24 port PoE + switch.
- 1 Tripp-Lite Patch Panel and Belden patch cables.
- 2 PoE injectors for camera running off of existing Ethernet infrastructure (City of La Vista to test cabling and determine viability of existing cables).
- 6 Axis Multisensor Network Video Cameras 4X 2560 X 1440 (15MP) with Outdoor Vandal Resistant enclosures.
- 1 Axis Multisensor 180-degree camera – Vandal Resistant up to 30fps at 8.3 MP resolution (gym).
- 3 Axis compact indoor domes (1080p) for Vestibule and Lobby Areas including CD Vestibule.
- 1 Axis compact indoor dome (4MP) for Council Chamber.
- Customer to provide IT switch ports, support and IP addresses including connectivity from Community Development/Annex Building to City Hall Building back to Community Hall MDF and Convergint Switch.

## **Materials**

<b>Line</b>	<b>Qty</b>	<b>Part</b>	<b>Description</b>
1		Sourcewell Contract 031517-CTL	
2		COMMUNITY CENTER/CITY HALL	
3	9.00	GSC-Om-P-1C	1 camera connection
4	5.00	01500-001	AXIS P3719-PLE
5	1.00	01048-001	AXIS P3807-PVE
6	9.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
7	6.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
8	6.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
9	4.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.

Line	Qty	Part	Description
10	2.00	01708-001	AXIS M3066-V is an ultra-compact, indoor fixed mini dome with dust- and IK08 vandal-resistant casing for easy mounting on wall or ceiling. Fixed lens, horizontal/vertical field of view 131/97. D/N functionality with automatically removable IR-cut filter. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4 MP at 30 fps with WDR. HDMI output (micro). Zipstream for reduced bandwidth and storage. Memory card slot for optional local video storage. Video motion detection and active tampering alarm. Power over Ethernet.
11	2.00	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
12	1.00	Z4-5900334	T8134 MIDSPAN 60W
13	1.00	01707-001	AXIS M3065-V is an ultra-compact, indoor fixed mini dome with dust- and IK08 vandal-resistant casing for easy mounting on wall or ceiling. Fixed lens, horizontal/vertical field of view 102/55. D/N functionality with automatically removable IR-cut filter. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max HDTV 1080p at 30 fps with WDR. HDMI output (micro). Zipstream for reduced bandwidth and storage. Memory card slot for optional local video storage. Video motion detection and active tampering alarm. Power over Ethernet.
14	ANNEX/COMMUNITY DEVELOPMENT		
15	2.00	GSC-Om-P-1C	1 camera connection
16	1.00	01708-001	AXIS M3066-V is an ultra-compact, indoor fixed mini dome with dust- and IK08 vandal-resistant casing for easy mounting on wall or ceiling. Fixed lens, horizontal/vertical field of view 131/97. D/N functionality with automatically removable IR-cut filter. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4 MP at 30 fps with WDR. HDMI output (micro). Zipstream for reduced bandwidth and storage. Memory card slot for optional local video storage. Video motion detection and active tampering alarm. Power over Ethernet.
17	1.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.

<b>Line</b>	<b>Qty</b>	<b>Part</b>	<b>Description</b>
18	1.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
19	1.00	01500-001	AXIS P3719-PLE
20	1.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.
21	0.50	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
22	2.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
23	Sourced Material		
24	COMMUNITY CENTER/CITY HALL		
25	Open Market Devices		
26	1.00	AXC-02355001	AXIS TP3816-E CASING BLACK 4P
27	1.00	N252-P24	CAT6 24-PORT PATCH PANEL -POE COMPLIANT, 110/KRONE,568A/B, RJ45
28	1.00	TPE-TG240G	24-port Gigabit PoE Switch
29	11.00	CA22106005	CAT6A PLENUM 5FT. BLUEMODULAR PATCH CABLE
30	1.00	SV-2010E-R14-24T	2000E SERIES 16GB RAM, (3) 8TB 3.5 SATA (40TB), Dual 550W PSU Windows Server 2016
31	2.00	FV-VORORM	OUTREACH PASSIVE LAN/POE EXTND
32	Labor was Quoted IAW Sourcewell Contract 031517-CTL		

<b>Material Total</b>	\$ 29,049.45
<b>Labor</b>	\$ 11,650.84
<b>Other Costs</b>	\$ 1,461.54
<b>Warranty</b>	\$ 435.92
<b>Tax if Applicable</b>	\$ 0.00
<b>Freight</b>	\$ 261.55
<b>Total Project Price</b>	\$ 42,859.30

## **Clarifications and Exclusion**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
3. Customer to provide a secured staging & storage area for project related materials.
4. Proposal does not include sales tax unless otherwise noted.
5. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
6. Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

**Total Project Investment:** **\$ 42,859.30**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Matt McCoy**  
Convergint Technologies  
Matt McCoy

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

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Customer Name (Printed)

---

Date

---

Authorized Signature

---

Title

## Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

### SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

### SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes to the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

### SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or Convergent Technologies' Install Terms & Conditions

lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

### SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

### SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and/or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

### SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

### SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

### SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



4610 S. 133rd St. Suite 105, Omaha, Nebraska 68137  
Phone 402-269-8439 Mobile 402-269-8439  
matt.mccoyconvergint.com

October 22, 2021

City of La Vista  
City of La Vista Library - 9110 Giles Rd  
9110 Giles Rd La Vista, Nebraska 68128  
Attention: Ryan South

Quotation: MM13339284P

Reference: City of La Vista Library - Genetec Video

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

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## **Scope of Work**

- 6 Genetec Professional Device Licenses.
- 6 Genetec Advantage Device Support (1yr).
- 1 BCDVideo Network Video Appliance.
- 1 TrendNet 24 port PoE + switch.
- 3 Axis Multisensor Network Video Cameras 4X 2560 X 1440 (15MP) with Vandal Resistant enclosures.
- 3 Axis compact indoor domes (1080p) with 3.4-8.9mm varifocal lens. Lightfinder 2.0 with remote zoom and focus.
- Customer to provide IT support and IP addresses for storage appliance and cameras.

## **Materials**

<b>Line</b>	<b>Qty</b>	<b>Part</b>	<b>Description</b>
1		Sourcewell Contract 031517-CTL	
2		CITY LIBRARY BUILDING	
3	6.00	GSC-Om-P-1C	1 camera connection
4	3.00	01500-001	AXIS P3719-PLE
5	6.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
6	3.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
7	3.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
8	3.00	01591-001	Fixed dome with support for Forensic WDR and Lightfinder 2.0. Discreet, dust- and IK10 vandal-resistant indoor casing. Varifocal 3.4-8.9 mm P-Iris lens with remote zoom and focus simplifying the installation. Multiple, individually configurable H.264, H.
9	1.00	SV-2011E-R4-12T-4-236	Streamvault™ 2000E Appliance - 1U 4-Bay Streamvault™ Appliance 12TB (1) Xeon E-2236 16GB RAM (2) 240GB M.2 SSD (3) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 350W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. IDRAC Basic. Genetec™ Security Center pre-installed. License sold separately.
10	2.00	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt

Line	Qty	Part	Description
11			Sourced Material
12	1.00	TPE-TG240G	24-port Gigabit PoE Switch
13			Labor was Quoted IAW Sourcewell Contract 031517-CTL

<b>Material Total</b>	\$ 17,751.07
<b>Labor</b>	\$ 6,879.74
<b>Other Costs</b>	\$ 384.62
<b>Warranty</b>	\$ 251.35
<b>Tax if Applicable</b>	\$ 0.00
<b>Freight</b>	\$ 150.82
<b>Total Project Price</b>	\$ 25,417.60

## **Clarifications and Exclusion**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
3. Customer to provide a secured staging & storage area for project related materials.
4. Proposal does not include sales tax unless otherwise noted.
5. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
6. Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

**Total Project Investment:** **\$ 25,417.60**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Matt McCoy**  
Convergint Technologies  
Matt McCoy

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Ryan South

---

Customer Name (Printed)

---

Date

---

Authorized Signature

---

Title

## Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

### SECTION 1. THE WORK

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Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

### SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes to the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

### SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or Convergent Technologies' Install Terms & Conditions

lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

### SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

### SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and/or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

### SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

### SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

### SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



4610 S. 133rd St. Suite 105, Omaha, Nebraska 68137  
Phone 402-269-8439 Mobile 402-269-8439  
matt.mccoyconvergint.com

October 22, 2021

City of La Vista  
City of La Vista  
9900 Portal Road La Vista, Nebraska 68128  
Attention:

Quotation: MM13335016P

Reference: La Vista Public Works Video Surveillance

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergint has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergint was ranked the 4<sup>th</sup> largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergint has developed with the industry's top technology manufacturers. Convergint Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergint Technologies as your partner for your electronic security needs.

## Scope of Work

- 6 Genetec Professional Device Licenses.
- 6 Genetec Advantage Device Support (1yr)
- 1 BCDVideo Network Video Appliance.
- 1 TrendNet 10 port PoE + switch.
- 5 Axis Multisensor Network Video Cameras 4X 2516X 1440 (15MP) with Outdoor Vandal Resistant enclosures.
- 1 Axis 5MP Fixed Bullet Camera with Optimized IR, Forensic WDR and Lightfinder. Varifocal lens with remote zoom.
- Customer to provide IT support and IP addresses including switch ports and connectivity from Hupp Building and Sewer Building to Public Works Building (location of NVR and Convergint Switch).

## Materials

Line	Qty	Part	Description
1			Sourcewell Contract 031517-CTL
2			LA VISTA PUBLIC WORKS BUILDING
3	3.00	GSC-Om-P-1C	1 camera connection
4	3.00	01500-001	AXIS P3719-PLE
5	3.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
6	3.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
7	3.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
8	3.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.
9	1.00	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
10			HUPP BUILDING
11	2.00	GSC-Om-P-1C	1 camera connection
12	1.00	01500-001	AXIS P3719-PLE
13	2.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year

Line	Qty	Part	Description
14	1.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
15	1.00	01054-001	Compact outdoor, 5MP resolution, day/night, fixed bullet camera providing Forensic WDR and Lightfinder for demanding light conditions. IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens with remote 3x optical zoom and focus. Multiple, individually configurable H.264 and Motion JPEG streams; max 5MP at 25/30 fps in 16:9 format. Axis Zipstream technology for reduced bandwidth and storage needs. Video motion detection, active tampering alarm, shock detection and corridor format. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. OptimizedIR, a power-efficient IR LED technology covering 30 meters (98 feet). Integrated bracket for easy mounting on wall and ceiling. NEMA 4X, IP66/67 and IK10-rated for operation in -40C to 60C(-40 F to 140 F). Powered by IEEE 802.3af Type 1 Class 3 midspan (PoE). Midspan not included.
16	1.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
17	1.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.
18	0.50	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
19			Sewer Building Camera Add
20	1.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
21	1.00	GSC-Om-P-1C	1 camera connection
22	1.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White

<b>Line</b>	<b>Qty</b>	<b>Part</b>	<b>Description</b>
23	1.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
24	1.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.
25	1.00	01500-001	AXIS P3719-PLE
26	0.50	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
27	Sourced Items		
28	LA VISTA PUBLIC WORKS BUILDING		
29	1.00	TI-PG102	10-Port Hardened Industrial Gigabit PoE DIN-Rail Switch
30	1.00	SV-2010E-R14-24T	2000E SERIES 16GB RAM, (3) 8TB 3.5 SATA (40TB), Dual 550W PSU Windows Server 2016
31	Labor was Quoted IAW Sourcedwell Contract 031517-CTL		

<b>Material Total</b>	\$ 19,120.36
<b>Labor</b>	\$ 6,643.91
<b>Other Costs</b>	\$ 297.42
<b>Warranty</b>	\$ 392.22
<b>Tax if Applicable</b>	\$ 0.00
<b>Freight</b>	\$ 196.11
<b>Total Project Price</b>	\$ 26,650.02

## **Clarifications and Exclusion**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
3. Customer to provide a secured staging & storage area for project related materials.
4. Proposal does not include sales tax unless otherwise noted.
5. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
6. Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

**Total Project Investment:** **\$ 26,650.02**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Matt McCoy**  
Convergint Technologies  
Matt McCoy

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

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Customer Name (Printed)

---

Date

---

Authorized Signature

---

Title



## Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

### SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

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The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes to the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

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Worker's Compensation	Statutory Limits
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IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

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### SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

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A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 2, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – POLICE VEHICLES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of two (2) 2022 Ford Police Interceptor Utility vehicles and two (2) 2022 Ford Police Explorer unmarked vehicles from Anderson Ford Lincoln, Lincoln, NE; up-fitting from 911 Custom, Overland Park, KS; radios from Motorola Solutions, Chicago, IL; and mobile computer equipment from Bizco, Lincoln, NE in an amount not to exceed \$180,000.00.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

This purchase was budgeted as part of the FY22 budget. The purchase is being made off of the Nebraska State Contract. Expected delivery and payment for the vehicles will be in approximately April-May 2022.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 2022 FORD POLICE INTERCEPTOR UTILITY VEHICLES AND TWO (2) 2022 FORD POLICE EXPLORER UNMARKED VEHICLES FROM ANDERSON FORD LINCOLN, NEBRASKA ALONG WITH UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS, RADIOS FROM MOTOROLA SOLUTIONS, CHICAGO ILLINOIS, AND MOBILE COMPUTER EQUIPMENT FROM BIZCO, LINCON, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$180,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) new marked and two (2) new unmarked police vehicles is necessary, and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase, and

WHEREAS, the State of Nebraska did receive bids for 2022 police vehicles, and

WHEREAS, Anderson Ford, Lincoln Nebraska was awarded the state bid for Nebraska for the 2022 Ford Police Interceptor vehicles and Ford Police Explorer vehicles and will extend that price to the City of La Vista, and

WHEREAS, 911 Custom, Motorola Solutions, and Bizco are highly qualified and specialty emergency vehicle up-fitters, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two (2) 2022 Ford Police Interceptor Utility vehicles and two (2) Ford Police Explorer unmarked vehicles from Anderson Ford, Lincoln Nebraska along with up-fitting from 911 Customs, Overland Park, Kansas, radios from Motorola Solutions, Chicago Illinois, mobile computer equipment from Bizco, Lincoln, Nebraska in an amount not to exceed \$180,000.00.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC

City Clerk

K:\APPS\City Hall\21 FINAL RESOLUTIONS\21. Authorize Purchase -  
Police Vehicles 11.02.2021.Docx

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 2, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – TANDEM AXLE DUMP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of (1) one 2021 Western Star 4700 Tandem Axle Dump Truck from Truck Center Companies, Omaha, NE 68138 in an amount not to exceed \$272,000.00.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed purchase of the tandem axle dump truck will be used mainly in snow removal operations on the City's arterial street network. The truck will also be used in the summertime during concrete removal and replacement on City owned infrastructure.

The proposed vehicle will be purchased through the State of Nebraska Contract #14515OC.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2021 WESTERN STAR 4700 TANDEM AXLE DUMP TRUCK FROM TRUCK CENTER COMPANIES, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$272,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Tandem Axle Dump Truck is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2021 Western Star 4700 Tandem Axle Dump Truck from Truck Center Companies, Omaha, Nebraska in an amount not to exceed \$272,000.00.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

Prepared for:  
Christina Kelly  
NEBRASKA STATE OF AND  
POLITICAL SUB DIVISIONS  
1526 K ST STE 130  
LINCOLN, NE 68508  
Phone: 402-471-2089

Prepared by:  
Terry Novotny  
Truck Center Companies  
14321 CORNHUSKER RD  
OMAHA, NE 68138  
Phone:

*A proposal for*  
**NEBRASKA STATE OF AND POLITICAL SUB DIVISIONS**

*Prepared by*  
**Truck Center Companies**  
*Terry Novotny*

*Oct 08, 2021*

**Western Star 4700SF**

Components shown may not reflect all spec'd options and are not to scale

Application Version 11.6.505  
Data Version PRL-23T.019  
Copy of City of LaVista Tandem Dump



10/08/2021 4:21 PM

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## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-23T	WESTERN STAR 4700 PRL-23T (EFF:01/21/20)		
<b>Data Version</b>			
DRL-019	SPECPRO21 DATA RELEASE VER 019		
<b>Vehicle Configuration</b>			
001-450	4700 SET-FORWARD FRONT AXLE CHASSIS	9,100	6,570
004-222	2022 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		
<b>Truck Service</b>			
AA3-018	FRONT PLOW/END DUMP BODY		

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
AF3-1J1	ASPEN EQUIPMENT		
<b>Engine</b>			
101-26J	CUM X12 455V HP @ 1900 RPM, 1550 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45
<b>Electronic Parameters</b>			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-222	(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES		
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB		
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		

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Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-006	PLASTIC BATTERY BOX COVER		
293-072	POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH	10	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-020	LOW VOLTAGE BATTERY DISCONNECT AT 12.1 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM		
107-048	CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-004	CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		

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Data Code	Description	Weight Front	Weight Rear
266-057	1500 SQUARE INCH ALUMINUM RADIATOR		
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-998	NO RADIATOR/OIL PAN GUARD	-5	
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER		
166-998	NO OIL PREHEATER		
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

#### Transmission

342-1M3 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

#### Transmission Equipment

343-339 ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

84B-012 ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

84C-023 PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

84D-023 SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

84E-000 PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-818	CUSTOMER INSTALLED CHELSEA 870 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

### Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-007	BENDIX VERSAJUST AUTOMATIC FRONT SLACK ADJUSTERS	

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Data Code	Description	Weight Front	Weight Rear
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-003	SYNTHETIC 40/50W FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	50	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-1K4	MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE		-30
421-433	4.33 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-085	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-007	BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS		

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Data Code	Description	Weight Front	Weight Rear
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-1H2	HENDRICKSON PRIMAXX EX 46,000# REAR AIR SUSPENSION	420	
621-125	HENDRICKSON PRIMAXX 10.00" RIDE HEIGHT		
431-003	AXLE CLAMPING GROUP		
624-009	54 INCH AXLE SPACING		
888-047	MANUAL DUMP VALVE FOR AIR SUSPENSION WITHOUT GAUGE		
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
<b>Brake System</b>			
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL	1	
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
<b>Wheelbase &amp; Frame</b>			
545-580	5800MM (228 INCH) WHEELBASE		
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	540	210

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	195	-5
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	135	-10
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 147.13 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 144.13 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 343.03 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 45.56 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 42.12 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 42.94 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 41.79 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 77.93 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 186.73 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 164.78 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		10
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		

### Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS	
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS	
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE	

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Data Code	Description	Weight Front	Weight Rear
<b>Fuel Tanks</b>			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			
093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196	
094-1YV	CONTINENTAL HDC3 11R22.5 16 PLY RADIAL REAR TIRES	192	
510-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL SPARE TIRE	211	
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-574	ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	98	
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS	72	
511-574	ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC SPARE WHEEL	119	
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT		

Prepared for:  
 Christina Kelly  
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 Phone: 402-471-2089

Prepared by:  
 Terry Novotny  
 Truck Center Companies  
 14321 CORNHUSKER RD  
 OMAHA, NE 68138  
 Phone:

Data Code	Description	Weight Front	Weight Rear
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
705-059	RACEWAY WITHOUT MISCELLANEOUS CUSTOM CAB REQUIREMENTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	
678-039	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERT AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-008	GALVANEALD STEEL SEVERE SERVICE CAB		
644-004	FIBERGLASS HOOD		
67U-002	HOOD OPENING ASSIST		
690-002	TUNNEL/FIREWALL LINER		
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
657-1AF	DOORS AND IGNITION KEYED THE SAME (3 KEYS)		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
312-031	SINGLE RECTANGULAR H4 HALOGEN HEADLIGHTS WITH BRIGHT BEZELS		
302-022	LED MARKER LAMPS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
294-1AU	INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-008	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		

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Data Code	Description	Weight Front	Weight Rear
74A-998	NO AUXILIARY MIRROR		
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
729-001	STANDARD SIDE/REAR REFLECTORS		
787-020	ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
768-050	17.5X35 INCH LAMINATED SAFETY GLASS TINTED REAR WINDOW	10	
661-006	TINTED DOOR GLASS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-023	2-PIECE ROPE-IN HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-026	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL		
<b>Cab Interior</b>			
707-1D4	SMOKY MOUNTAIN GRAY VINYL PREMIUM INTERIOR		
70K-005	BLACK HARD TRIM		
706-049	BASE LEFT HAND DOOR TRIM		
708-049	BASE RIGHT HAND DOOR TRIM		
772-007	BLACK MATS WITH DOUBLE INSULATION		
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE		
691-001	FORWARD ROOF MOUNTED CONSOLE		
697-012	14"X7.75" DOCUMENT POUCH MOUNTED ON BACK WALL BETWEEN SEATS		
693-025	LH AND RH DOOR MAP POCKETS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH		
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER		
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER		
701-016	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER		

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Data Code	Description	Weight Front	Weight Rear
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-002	ADDITIONAL CAB SIDEWALL INSULATION	60	10
285-033	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES		
324-076	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-190	NATIONAL 2000 SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 6 WAY FRONT AND REAR CUSHION ADJUSTMENT, 3 CHAMBER AIR LUMBAR, ACTIVE CUSHION AND BOLSTER	20	
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

#### Instruments & Controls

185-002	NON-ADJUSTABLE SUSPENDED PEDALS
106-002	ELECTRONIC ACCELERATOR CONTROL
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS

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Data Code	Description	Weight Front	Weight Rear
732-054	BLACK VINYL DRIVER INSTRUMENT PANEL WITH CUSTOMER SPECIFIED CUSTOM SWITCH AND GAUGE LAYOUT		
734-021	BLACK VINYL CENTER INSTRUMENT PANEL		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-041	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED		
160-039	(1) HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH AND (1) SAE J1939 DIAGNOSTIC INTERFACE CONNECTOR LOCATED CENTER OF DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
44Y-002	CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
750-004	(4) RADIO SPEAKERS IN CAB		
753-019	AM/FM ANTENNA MOUNTED ON RH FRONT A-PILLAR	2	
748-002	POWER AND GROUND STUDS ON TOP OF DASH		
749-006	TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS	2	
752-998	NO CB ANTENNA, BRACKET OR LEAD		
75A-800	PREP KIT FOR UNDER DASH MOUNTED VHF RADIO		
75B-105	FORWARD CENTER ROOF MOUNTED UHF/VHF RADIO ANTENNA		
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER		
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-002	TWO EXTRA SWITCHES IN DASH		
4C1-004	HARDWIRE SWITCH #1,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACECONNECTOR		
4C2-004	HARDWIRE SWITCH #2,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACECONNECTOR		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-060	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SW WITH HEADLIGHT/MRKR LT INTERRUPTER SWITCHES ON STEERING WHEEL & DASH SW FOR CUSTOMER FURNISHED SNOWPLOW LTS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-039	SELF CANCELING TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASH/WIPE/INTERMITTENT		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		

### Design

065-000 PAINT: ONE SOLID COLOR

Application Version 11.6.505  
 Data Version PRL-23T.019  
 Copy of City of LaVista Tandem Dump



10/08/2021 4:21 PM

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Data Code	Description	Weight Front	Weight Rear
<b>Color</b>			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)		
<b>Certification / Compliance</b>			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
<b>Secondary Factory Options</b>			
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE		
<b>Raw Performance Data</b>			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 144.13 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 164.78 in		
<b>Sales Programs</b>			
NO SALES PROGRAMS HAVE BEEN SELECTED			
<b>T O T A L   V E H I C L E   S U M M A R Y</b>			
<b>Weight Summary</b>			
	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	10107 lbs	7794 lbs	17901 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight <sup>+</sup>	10107 lbs	7794 lbs	17901 lbs

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### Dealer Installed Options

		Weight Front	Weight Rear
LOC2	MISC P & D	0	0
LOC1	HENDERSON MARK E 14 ' STAINLESS BODY 201 STAINLESS SANDERSPREADER 8' WING MID MOUNT 12' PLOW	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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## Q U O T A T I O N

### 4700 SET-FORWARD FRONT AXLE CHASSIS

SET FORWARD AXLE - TRUCK  
CUM X12 455V HP @ 1900 RPM, 1550 LB-FT @ 1000  
RPM, 2000 GOV RPM, VOC  
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH  
PTO PROVISION  
MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE  
HENDRICKSON PRIMAAX EX 46,000# REAR AIR  
SUSPENSION  
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP  
SINGLE FRONT AXLE

20,000# FLAT LEAF FRONT SUSPENSION  
110 INCH BBC STEEL CONVENTIONAL CAB  
5800MM (228 INCH) WHEELBASE  
1/2X3.64X11-7/8 INCH STEEL FRAME  
(12.7MMX301.6MM/0.5X11.88 INCH) 120KSI  
1600MM (63 INCH) REAR FRAME OVERHANG  
PARTIAL INNER FRAME REINFORCEMENT AT FRONT  
SUSPENSION  
BODY COMPANY INSTALLED ADDITIONAL FRONT  
FRAME REINFORCEMENT FOR SNOW PLOW

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE		\$ 120,152	\$ 120,152
EXTENDED WARRANTY		\$ 0	\$ 0
DEALER INSTALLED OPTIONS		\$ 151,748	\$ 151,748
CUSTOMER PRICE BEFORE TAX		\$ 271,900	\$ 271,900

### TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (347)	\$ (347)
TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

### TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)	
BALANCE DUE	(LOCAL CURRENCY)	\$ 271,553	\$ 271,553

### COMMENTS:

Projected delivery on \_\_\_\_/\_\_\_\_/\_\_\_\_ provided the order is received before \_\_\_\_/\_\_\_\_/\_\_\_\_

### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Daimler Truck Financial**

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtoffers.com](mailto:Information@dtoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).

**EQUIPMENT ORDER AND AGREEMENT**

<b>Cust Name:</b> City Of La Vista	<b>Quote Number:</b> CITY OF LA VISTA-96-HEN-43906-10-41-v1	<b>Quote Date:</b> 3/16/2020	
<b>Address:</b> 8116 Park View Blvd Lavista Ne 68128	<b>Ship To:</b>	<b>Order Date:</b> NEED	
	<b>Ship Via:</b>	<b>Date Wanted:</b> REQUIRED	
<b>Contact:</b>	<b>Pick-up/Delivery Instructions:</b>		
<b>Phone:</b> 402-331-7827	omaha ne		
<b>Fax:</b> 402-331-4375	<b>F.O.B.:</b> Omaha, NE	<b>PO#</b>	
<b>Dealership:</b>	<b>AEC#</b>	<b>Sales Person:</b> Clark Stubbendeck	
<b>Contact:</b>	<b>Special Instructions:</b>		
<b>Bill To:</b>	<b>Chassis Purchaser:</b> NA		
<b>Order Type:</b> Installed	<b>Express Warranties:</b> Manufacturer's Standard		
<b>Qty</b>	<b>Part/Specification Number</b>	<b>Description</b>	<b>Installed</b>
3	8.313 Strobe Installation EA	Mount strobe, route wire to switch, tie-up and guard.	\$151,248.00
1	8.317 Wire Hot	Wire Strobes Hot	
1	FORCE HYDRAULICS	COMPLETE HYDRAULIC FORCE SYSTEM	
1	HENDERSON MARK E 12' STAINLESS	14' WITH 30" SIDE WITH SINGLE ACTING MALHOIST HOIST	
1	FSH-II 201 SS SANDER/SPREADER	13' DUAL AUGER SANDER SPREADER STAINLESS STEEL	
1	HENDERSON 8' MID MOUNT WING	HWS 8' EXTENDABLE MID MOUNT WING	
1	HENDERSON RSP 12' SNOW PLOW	12' LENGTH 42" MOLDBOARD HEIGHT 3" REVERSING CYLINDERS	
1	GL3000PMC	WING TOW LAZER GUIDANCE SYSTEM INSTALLED	
1	STROBE LIGHTS	SOUND OFF STROBE SYSTEM	
1	1.50	3/16" AR400 floor ILO Std (Mild Steel)	
1	1.5	Installation Price of Henderson MuniBody	
1	1.206	Snowplow halogen headlights with turn signals	
1	1.209	Fender mounted plow headlights - stainless steel	
1	2.0 Hoist	Not Quoted	
1	3.0 Underbody Plow	Not Quoted	
1	4.1	Installation as mid mount, behind cab, Price includes all labor, hose and fittings and plumbing to existing hydraulic valve. Truck frame must be clean and unobstructed (bulkhead couplers standard)	
1	4.2	*** (PT# 121137 & 121138) 35"x 19" Cheek Plates & Cross tubes mounting kit	
1	4.32 Henderson Build Note:	Extend length of push beam attachment brackets on rear of wing	
1	5.1	Install front plow hitch. Includes bumper to frame mount kit, hard plumbing from existing hydraulic valve to double acting lift cylinder and 2 sets quick couplers for plow angling	
1	6.0 Two-Way Reversible	Henderson RSP-12	
1		Henderson Paint (Highway Orange)	
1	0	0	
1	6.2	Quick Hitch, Plow portion	
1	6.3	29" Hustling Hitch, Plow portion	
1	6.4	34" Hustling Hitch, Plow portion	
1	6.5	Pin Hitch, Plow portion	
1	6.6	H-46 Falls style, Plow portion	

Continued On Next Page

BY SIGNING THIS ORDER AND AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND ON PAGE 2 OF THIS ORDER, AND WARRANTS TO SELLER THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE AGREEMENT (INCLUDING THE DISCLAIMER OF WARRANTIES).

Accepted: Aspen Equipment Co

 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

 Accepted by: \_\_\_\_\_  
 Firm Name of Purchaser: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



**CORPORATE HEADQUARTERS:** 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 • Phone: (952)888-2525 • Fax: (952)656-7157 • Website: [www.aspenequipment.com](http://www.aspenequipment.com)

**EQUIPMENT ORDER AND AGREEMENT**

<b>Cust Name:</b> City Of La Vista	<b>Quote Number:</b> CITY OF LA VISTA-96-HEN-43906-10-41-v1	<b>Quote Date:</b> 3/16/2020
<b>Address:</b> 8116 Park View Blvd Lavista Ne 68128	<b>Ship To:</b>	<b>Order Date:</b> NEED
	<b>Ship Via:</b>	<b>Date Wanted:</b> REQUIRED
<b>Contact:</b>	<b>Pick-up/Delivery Instructions:</b> omaha ne	<b>PO#</b> REQUIRED
<b>Phone:</b> 402-331-7827	<b>F.O.B.:</b> Omaha, NE	<b>Sales Person:</b> Clark Stubbendeck
<b>Fax:</b> 402-331-4375		<b>Chassis Purchaser:</b> NA
<b>Dealership:</b>	<b>AEC#</b>	<b>Order Type:</b> Installed
<b>Contact:</b>	<b>Special Instructions:</b>	<b>Express Warranties:</b> Manufacturer's Standard

Bill To:	Part/Specification Number	Description	Installed
Qty			
1	6.7	Pin & loop, Plow portion (Oscillating)	
1	6.1	Installation of Selected Plow (Plow Side Only)	
1	6.11	Integral shield (STD RSP plows only)	
1	6.12	1/2" rubber deflector, installed	
1	6.13	Sight markers	
1	6.14	Moldboard punched to accept both carbide & mild edges	
1	7.0 Pup Hitch	Aspen Equipment 3/4" thick hitch plate w/ Buyer P45AC4K pintle hook	
1	8.0 Sander	Henderson Model FSH1-10-48	
1	8.1	Installation (Slip In Mount) of Sander, price includes hose, fittings labor etc. to plumb from existing valve	
1	9.1	Installation (Hose, plumbing, hardware, labor, etc.) of hydraulics from reservoir to pump to valve	
1	9,247	5100EX-9F Force closed loop w/ granular sensor	
1	10.0 Air Bags	Not Quoted	

**Tax Note:**

Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice.

Description of Trade-in and allowance - Purchaser warrants that (1) he has now, and will have on the date of delivery to Seller, clear and marketable title to the following described equipment; (2) that there are no liens or encumbrances on said equipment; and (3) that, upon Seller's request, he will execute a Bill of Sale of said equipment on Seller's form. If any equipment owned by Purchaser is to be traded in as part of the purchase of equipment, but the same is not delivered to Seller until a time later than the date of delivery of the equipment, Seller shall have the right to reappraise said trade-in equipment at the time of the actual delivery to Seller, and said reappraisal value shall determine the trade-allowance for said equipment.

Year	Make/Model	Complete Description - Include Attachments	Serial#	Allowance
<b>Payment Terms of Sales Order:</b>	<b>C.O.D.</b>			<b>Installed</b>
<b>Sales Order Total</b>				<b>\$151,248.00</b>
<b>Trade in Allowance</b>				<b>\$0.00</b>
<b>Sales Tax %</b>	<b>0.000%</b>	<b>Non-Taxable Freight / Delivery: \$0.00</b>		<b>\$0.00</b>
<b>Estimated FET</b>	<b>\$0.00</b>			<b>\$0.00</b>
<b>Transit Tax</b>	<b>\$0.00</b>			<b>\$0.00</b>
<b>Down Payment</b>				<b>\$0.00</b>
<b>Unpaid Balance</b>				<b>\$151,248.00</b>

BY SIGNING THIS ORDER AND AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND ON PAGE 2 OF THIS ORDER, AND WARRANTS TO SELLER THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE AGREEMENT (INCLUDING THE DISCLAIMER OF WARRANTIES).

Accepted: Aspen Equipment Co

Accepted by:

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

**Firm Name of Purchaser:**

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

Received by:

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

**Title:**

THE BOSTONIAN

560

1000

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 2, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AGREEMENT – INTERIM HR DIRECTOR SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared to approve an agreement with Strategic Government Resources (SGR) to provide interim Human Resources Director Services.

**FISCAL IMPACT**

Salary savings in FY22 budget will fund this temporary assignment.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Following the October 4, 2021 resignation of the Human Resources Director, evaluation of the vacancy revealed that having a better understanding of our needs might help in the selection of a potential replacement. This resulted in a recommendation to bring in a seasoned HR Director on a temporary basis to assess the HR Department staffing, functions and processes.

If approved, the candidate selected for the interim position would be provided a scope of work (SOW) from the City. It is anticipated this position would be in place for approximately 4 to 6 months. At the end of the contract, the goal is to have established recommendations and a staffing plan for the HR Department.

Several staffing companies were contacted regarding this opportunity. SGR was the only group with an established division consisting of over 300 retired local government professionals in their interim pool who might be available to fill a variety of management and leadership roles for cities on an interim basis.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES (SGR) TO PROVIDE INTERIM HUMAN RESOURCES SERVICES.

WHEREAS, the City Council of the City of La Vista has determined that approving an agreement with Strategic Government Resources (SGR) to provide interim Human Resources Services is necessary; and

WHEREAS, salary savings in FY22 budget will fund this temporary assignment; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve an agreement with Strategic Government Resources (SGR) to provide interim Human Resources Services.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



Date: October 7, 2021

**Agreement for Interim Director of Human Resources Services  
By and Between Strategic Government Resources and the City of La Vista, NE**

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**City of La Vista, NE**

**Brenda Gunn, City Administrator**

[bgunn@cityofLa Vista.org](mailto:bgunn@cityofLaVista.org)

**Strategic Government Resources**

**Wendle Medford, Senior Managing Director**

**Interim Services and Consulting**

[WendleMedford@GovernmentResource.com](mailto:WendleMedford@GovernmentResource.com)

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**(“City”)**

**(“SGR”)**

**Scope of Services.** The City of La Vista, NE, (referred to as "City") seeks an Interim Director of Human Resources to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim Director of Human Resources for City.

**Recommended Candidate.** SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews.

If at any time during the assignment, City wishes to have another candidate provided to serve as Interim Director of Human Resources, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

**Directions and Control.** The City is responsible for the direction, supervision, and control of the contractor. It is the City's responsibility to provide a safe workplace and to furnish the contractor with any equipment/training needed to perform their role.

**Terms and Conditions.** SGR will provide an Interim Director of Human Resources at a rate of \$72.00 per hour. The Interim Director of Human Resources will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of \$72.00 per hour.

City Contact for Invoicing:

Name: Kevin Pokorny

Email: [kpokorny@cityofLavista.org](mailto:kpokorny@cityofLavista.org)

Phone: 402-331-4343

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

The City's final approval of the interim candidate will be dependent upon client acceptance of results of the media and background searches conducted, and we recommend a start date after completion of all elements of our background checking process.

Should an organization choose to start an interim candidate prior to completion of media searches and/or any other elements of the standard background investigation, SGR will be held harmless for any unexpected findings.

2. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our Cities with comprehensive background screening reports that include detailed information such as:

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County criminal search (for every county in which candidate has lived or worked)
- County civil search (for every county in which candidate has lived or worked)
- Education verification

3. City is responsible for the cost of any drug screening that City may require.
4. All routine business expenses incurred by SGR's representative in their role as Interim Director of Human Resources will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.
5. Depending on the location of the permanent residence of the selected Interim Director of Human Resources, mileage reimbursement and temporary housing may be required. Mileage is reimbursed by City at the current IRS mileage reimbursement rate. The City may elect to provide temporary housing such as a local hotel, direct billed to the City, with a mileage/travel reimbursement of twice per month between Interim Director of Human Resources' permanent residence and City.

6. City will be billed weekly for the previous week's work and any travel/housing reimbursement. payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.
7. If City hires the candidate placed as Interim Director of Human Resources for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$10,000.00. This fee is waived if SGR conducts a full-service executive search for this position.
8. City or SGR may terminate the agreement for Interim Director of Human Resources Services with a fourteen (14) day written notice, without cause or penalty.

**Cost Summary.** SGR will provide Interim Director of Human Resources Services to City as follows:

<i>Interim Director of Human Resources Services</i>	<b>\$72.00 per hour</b>
<i>Comprehensive Media Search Report</i>	<b>\$500.00</b>
<i>Background Investigation</i>	<b>\$400.00</b>
<i>Mileage/Temporary Housing</i>	<b>TBD*</b>
<i>Travel expenses for in-person interviews, if needed</i>	<b>TBD</b>
<i>Per diem for in-person interview, if needed</i>	<b>\$10 breakfast, \$15 lunch, \$25 dinner</b>

*\*Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

**Confidentiality Agreement.** The Interim Director of Human Resources will perform services for City which may require City to disclose confidential and proprietary information to Interim Director of Human Resources or which may require City to grant authorization to the Interim Director of Human Resources to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim Director of Human Resources' services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim Director of Human Resources, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim Director of Human Resources must receive authorization from City verbally and in writing, other than by email, and Interim Director of Human Resources shall maintain reasonable data security controls to protect Interim Director of Human Resources and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any

purpose other than the performance of his/her duties for City.

- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim Director of Human Resources, including the right to keep the same as confidential and proprietary.

**Indemnification.** To the extent it may be permitted to do so by applicable law, City does hereby agree to defend, hold harmless, and indemnify the designated Interim Director of Human Resources, SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity for the City as an independent contractor and as Interim Director of Human Resources, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Director of Human Resources as an independent contractor of City acting within the course and scope of the Interim Director of Human Resources' engagement with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim Director of Human Resources committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City or SGR. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim Director of Human Resources' legal counsel shall be with the mutual agreement of the Interim Director of Human Resources and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim Director of Human Resources' right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Interim Director of Human Resources' engagement with City.

**Venue.** The venue for any disputes shall reside in Sarpy County, Nebraska.

**Applicable law.** This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of La Vista, Nebraska, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to on \_\_\_\_\_, by and between Strategic Government Resources and the City of La Vista, Nebraska.

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**Brenda Gunn, City Administrator**  
City of La Vista, NE

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**Wendle Medford, Senior Managing Director**  
Interim Services and Consulting  
Strategic Government Resources