

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**November 1, 2022**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

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

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the October 18, 2022 City Council Meeting**
3. **Approval of the Minutes of the March 9, 2022 Civil Service Commission Meeting**
4. **Approval of the Minutes of the May 11, 2022 Civil Service Commission Meeting**
5. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$48,817.00**
6. **Request for Payment – METALAB, LLC – Professional Services – Services Relating to The Iconic Feature Over the 84<sup>th</sup> Street Underpass – \$2,000.00**
7. **Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$1,629.29**
8. **Request for Payment – Olsson, Inc – Professional Services – La Vista City Centre Phase 1 Public Infrastructure – \$147.25**
9. **Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78<sup>th</sup> St Pavement Rehabilitation – \$8,675.75**
10. **Resolution – Authorize Signature – Year-End Certification of City Street Superintendent**
11. **Resolution – Election of Directors to the La Vista Metropolitan Community College Board of Directors**
12. **Approval of Claims**

**B. Reports from City Administrator and Department Heads**

**B. Resolution – Adopt Business Continuity & Disaster Recovery Plan (Tabled from the October 18, 2022 meeting)**

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

**D. Resolution – Authorize Purchase – AWE Educational Units**

**E. Resolution – Authorize Purchase – John Deere Gator TX Turf**

**F. Ordinance – Amend Compensation Ordinance**

**G. Discussion – Mobile App/Website Chatbot**

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

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

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# MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING October 18, 2022

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on October 18, 2022. Present were Councilmembers: Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Also in attendance were, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Bueth, Chief of Police Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse, Community Development Director Fountain and Director of Human Resources Lowery.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on October 5, 2022. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SERVICE AWARD: LUCAS TIBERI – 5 YEARS

Mayor Kindig recognized Lucas Tiberi for 5 years of service to the City. Lucas could not be at the meeting.

### OATHS OF OFFICE - MAYOR'S YOUTH LEADERSHIP COUNCIL

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

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 4, 2022 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – AUGUST 2022
4. REQUEST FOR PAYMENT – KISSEL, KOHOUT, ES ASSOCIATES LLC – PROFESSIONAL SERVICES – LEGISLATIVE SERVICES – \$10,192.19
5. REQUEST FOR PAYMENT – CITY CENTRE MUSIC VENUE, LLC & ASTRO THEATER, LLC – DISBURSEMENT OF EDP AWARD FUNDS – \$297,711.03
6. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY PARK PAVILION TESTING – \$3,047.00
7. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY PARK PAVILION TESTING – \$5,823.50
8. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PARKING STRUCTURE 2 – \$15,251.75
9. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PARKING STRUCTURE 2 – \$17,895.07
10. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$1,352.00
11. REQUEST FOR PAYMENT – FELSBERG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$53,565.63
12. REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO – CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS – \$699,873.00
13. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREET BRIDGE – \$1,902.50
14. REQUEST FOR PAYMENT – NEBRASKA DEPT. OF TRANSPORTATION – CONSTRUCTION SERVICES – APPLEWOOD CREEK TRAIL – \$120,948.77
15. APPROVAL OF CLAIMS

|                              |          |
|------------------------------|----------|
| 1000 BULBS, bld&grnds        | 516.86   |
| 3CMA MEMBERSHIP, services    | 400.00   |
| ABM INDUSTRIES INC, services | 9,897.66 |

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|   |            |
|---|------------|
| ACTIVE NETWORK LLC, services              | 84.54      |
| AED ZONE, services                        | 20.00      |
| AMAZON CAPITAL SERVICES, supplies         | 2,112.90   |
| BACON LETTUCE CREATIVE, services          | 2,960.00   |
| BAUER BUILT INC, maint.                   | 100.00     |
| BELLEVUE LIBRARY FOUNDATION INC, services | 1,250.00   |
| BOOT BARN, apparel                        | 150.00     |
| BRODERSEN, C., travel                     | 71.76      |
| CARROT-TOP INDUSTRIES INC, services       | 698.53     |
| CENTURY LINK/LUMEN, phones                | 192.56     |
| CINTAS CORP, services                     | 2,182.10   |
| CITY OF PAPILLION - MFO, services         | 240,674.00 |
| COMP CHOICE INC, services                 | 186.50     |
| CORNHUSKER INTL TRUCKS INC, maint.        | 172.94     |
| COX COMMUNICATIONS INC, services          | 467.15     |
| CULLIGAN OF OMAHA, services               | 34.50      |
| D & K PRODUCTS, bld&grnds                 | 9,202.45   |
| DATASHIELD CORP, services                 | 20.00      |
| DELGADO, G., travel                       | 93.50      |
| DELL MARKETING, services                  | 2,263.03   |
| DOWSE, P., travel                         | 93.50      |
| ENTERPRISES INC, supplies                 | 497.98     |
| EYMAN PLUMBING INC, bld&grnds             | 273.25     |
| FEDEX, services                           | 12.43      |
| FIKES COMMERCIAL HYGIENE, supplies        | 62.00      |
| FITZGERALD SCHORR BARMETTLER, services    | 24,494.10  |
| FNIC, services                            | 291,903.25 |
| FOSTER, T., travel                        | 93.50      |
| FOUNTAIN, B., travel                      | 218.75     |
| GENERAL FIRE & SAFETY, bld&grnds          | 1,700.00   |
| GENUINE PARTS CO, maint.                  | 59.02      |
| GREAT PLAINS COMMUNICATION, services      | 777.60     |
| GUARDIAN ALLIANCE TECHNOLOGIES, services  | 540.00     |
| HDR ENGINEERING INC, services             | 831.90     |
| INGRAM LIBRARY SERVICES, books            | 464.95     |
| J & J SMALL ENGINE, services              | 440.63     |
| JENSEN TIRE & AUTO, maint.                | 92.15      |
| K ELECTRIC, bld&grnds                     | 3,157.76   |
| KANOPY INC, services                      | 142.00     |
| KRIHA FLUID POWER, maint.                 | 396.45     |
| LARSEN SUPPLY CO, supplies                | 400.16     |
| LIBRA INDUSTRIES, supplies                | 70.00      |
| LOGAN CONTRACTORS, supplies               | 122.25     |
| LOGO LOGIX EMBROIDERY, apparel            | 23.00      |
| LOWE'S, supplies                          | 114.94     |
| LUCAS COLOR CARD, supplies                | 1,004.00   |
| MACQUEEN EQUIPMENT LLC, services          | 76.72      |
| MARTIN ASPHALT, supplies                  | 316.00     |
| MATHESON TRI-GAS, supplies                | 281.29     |
| MAX I WALKER UNIFORM, services            | 10.15      |
| MENARDS, bld&grnds                        | 405.39     |
| METRO AREA TRANSIT, services              | 959.00     |
| MID-AMERICAN BENEFITS INC, services       | 3,678.22   |
| MIDWEST TAPE, media                       | 222.61     |
| MIDWEST TURF & IRRIGATION, maint.         | 8.13       |
| MSC INDUSTRIAL, supplies                  | 902.55     |
| NE DEPT OF REVENUE, sales tax             | 60.83      |
| NE LAW ENFORCEMENT, services              | 150.00     |



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|   |              |
|---|--------------|
| NE LIBRARY COMMISSION, media            | 1,717.00     |
| NEBRASKALAND TIRE, maint.               | 281.00       |
| NEWSBANK, services                      | 3,892.00     |
| NORTON, J., travel                      | 229.62       |
| NPZA-NE PLANNING/ZONING, services       | 105.00       |
| OFFICE DEPOT INC, supplies              | 357.97       |
| OMNI ENGINEERING, services              | 310.85       |
| ON YOUR MARKS INC, supplies             | 988.95       |
| ONE CALL CONCEPTS INC, services         | 292.98       |
| O'REILLY AUTO PARTS, maint.             | 966.70       |
| OVERDRIVE (RECORDED BOOKS), media       | 800.00       |
| PAPILLION SANITATION, services          | 366.80       |
| PAYROLL MAXX, payroll & taxes           | 407,663.61   |
| PITNEY BOWES, postage                   | 50.00        |
| PLUTA, D., travel                       | 98.50        |
| RDG PLANNING & DESIGN, services         | 27,205.42    |
| REACH SPORTS MARKETING GROUP, services  | 700.00       |
| READY MIXED CONCRETE CO, services       | 1,725.68     |
| REGAL AWARDS INC, supplies              | 18.00        |
| RIVER CITY RECYCLING, services          | 400.00       |
| ROBERT HALF, services                   | 5,094.72     |
| RTG BUILDING SERVICES INC, bld&grnds    | 6,665.00     |
| SAMPEL, J., travel                      | 93.50        |
| SAMPSON CONSTRUCTION CO, services       | 1,342,929.00 |
| SARPY COUNTY SHERIFF'S OFFICE, services | 5,000.00     |
| SCARPA, D., travel                      | 93.50        |
| SCHAEWE, Z., travel                     | 93.50        |
| SCHLEGEL, J., travel                    | 93.50        |
| SHI INTERNATIONAL CORP, services        | 8,354.10     |
| SIGN IT, services                       | 60.00        |
| SINNETT, J., travel                     | 218.75       |
| SITE ONE LANDSCAPE SUPPLY, bld&grnds    | 1,123.80     |
| SOLBERG, C., travel                     | 330.41       |
| SOUCIE, J., travel                      | 93.50        |
| SUBURBAN NEWSPAPERS INC, services       | 960.12       |
| THE COLONIAL PRESS, services            | 11,695.52    |
| THE PENWORTHY CO, books                 | 429.04       |
| THE SCHEMMER ASSOC, services            | 2,482.50     |
| THE WALDINGER CORP, bld&grnds           | 972.00       |
| TORNADO WASH LLC, services              | 210.00       |
| TRADE WELL PALLET INC, supplies         | 220.00       |
| TRANS UNION RISK, services              | 75.00        |
| UNITE PRIVATE NETWORKS, services        | 4,400.00     |
| UNITED STATES POSTAL SERVICE, postage   | 1,511.73     |
| US BANK NATL ASSOC, services            | 16,091.12    |
| VERIZON WIRELESS, phones                | 365.69       |
| VOIANCE LANGUAGE, services              | 25.00        |
| WESTLAKE HARDWARE, supplies             | 198.91       |

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

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

Director of Administrative Services Pokorny introduced the new Human Resources Director, Wendy Lowery.

Assistant City Administrator Ramirez reported that the trees in Flagpole Park will not be decorated this holiday season due to on-going construction.

Community Development Director Fountain reported that there will be a joint meeting with City Council and the Planning Commission regarding the Land Use Study and Market Analysis. Date to be determined.

Recreation Director Stopak provided an update on upcoming events at the Community Center.

Library Director Barcal reported that the library was nominated for the National Medal for Museum and Library Award.

Chief of Police Lausten reported that the Police Department received a monetary award from the Commission on Accreditation for Law Enforcement Agencies (CELEA) for new police officers and a grant for training.

Director of Public Works Soucie reported on the Fall Clean-Up Days and times.

## **B. CONDITIONAL USE PERMIT — CIMARRON TERRACE PHASE III — LOT 2 CIMARRON WOODS REPLAT 3**

### **1. PUBLIC HEARING**

At 6:18 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Conditional Use Permit - Cimarron Terrace Phase III — Lot 2 Cimarron Wood Replat 3. Turner Resnick with Pedcor presented an overview of the project. There was public comment expressing concern about the project.

At 6:31 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Frey, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

### **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-098 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PEDCOR INVESTMENTS, LLC FOR MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT ON LOT 2 CIMARRON WOODS REPLAT THREE.

WHEREAS, Pedcor Investments, LLC, has applied for approval of a Conditional Use Permit for the construction and operation of multiple family dwellings (apartments) on Lot 2 Cimarron Woods Replat Three, generally located southwest of the intersection of S 96<sup>th</sup> Street and Harrison Street; and

WHEREAS, the La Vista Planning Commission reviewed the application on September 1, 2022 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the Conditional Use Permit for such purposes; and

WHEREAS, road conditions at 99<sup>th</sup> and Harrison will be in satisfactory condition as determined by the City.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Pedcor Investments, LLC to allow for the construction and operation of multiple family dwellings on Lot 2 Cimarron Woods Replat Three.

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

## **C. AMEND LA VISTA MUNICIPAL CODE**

### **1. REPEAL ORDINANCE NO. 1386 (CODIFIED AS MUNICIPAL CODE 113.55 THROUGH 113.63)**

Councilmember Hale introduced Ordinance No. 1460 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA REPEALING ORDINANCE NO. 1386 AND PROVISIONS OF THE LA VISTA MUNICIPAL CODE GOVERNING ENHANCED EMPLOYMENT AREAS AND GENERAL BUSINESS OCCUPATION TAXES, USE OF PROCEEDS, AND ADMINISTRATIVE PROVISIONS, AS CODIFIED IN CODE SECTIONS 113.55 THROUGH 113.63; 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 Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Ronan, Sheehan, Thomas, Frey, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion passed.

Councilmember Thomas made a motion to approve final reading and adopt Ordinance 1460. Councilmember Sheehan seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1460 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Ronan, Sheehan, Thomas, Frey, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. 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. ORDINANCE -- ADOPT MUNICIPAL CODE SECTIONS 113.55 THROUGH 113.62**

Councilmember Thomas introduced Ordinance No. 1461 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ENACTING PROVISIONS OF THE LA VISTA MUNICIPAL CODE GOVERNING ENHANCED EMPLOYMENT AREAS AND GENERAL BUSINESS OCCUPATION TAXES WITHIN OR OUTSIDE SUBSTANDARD AND BLIGHTED COMMUNITY REDEVELOPMENT AREAS, USE OF PROCEEDS, AND ADMINISTRATIVE PROVISIONS, TO BE CODIFIED IN CODE SECTIONS 113.55 THROUGH 113.62; REPEAL OF CONFLICTING ORDINANCES; 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 Hale seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1461. Councilmember Thomas seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1461 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. 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.

## **D. RESOLUTION -- AUTHORIZE IMPROVEMENT AGREEMENT -- NEBRASKA MULTISPORT COMPLEX**

Councilmember Quick introduced and moved for the adoption of Resolution No. 22-099 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN IMPROVEMENT AGREEMENT IN CONNECTION WITH A MULTISPORT RECREATIONAL FACILITY GENERALLY NORTH AND EAST OF GILES ROAD AND EASTPORT PARKWAY.

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WHEREAS, the City Council, on April 19, 2022 approved a Conditional Use Permit for a private recreational facility to be constructed, owned, and operated by Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex, ("Nebraska Multisport") upon the following described tract of land within the City of La Vista: Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Northwestern part of Tax Lot 1A1B and the Northwestern part of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M., subject to certain conditions; and

WHEREAS, The City and Nebraska Multisport desire to execute and enter an improvement agreement ("Improvement Agreement") in connection with such complex and other developments on adjacent lots.

NOW THEREFORE, BE IT RESOLVED, a proposed Improvement Agreement ("Agreement") is presented with this Resolution for consideration of the City Council, which Agreement is approved in form and content presented, subject to any additions, subtractions, or modifications as the Mayor or City Administrator or his or her designee determines necessary or appropriate before the Agreement is executed, the final form and content of which Agreement the Mayor is authorized to execute and deliver on behalf of the City.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator or his or her designee shall be authorized to take any actions on behalf of the City as he or she determines necessary or appropriate to carry out the Agreement or actions approved in this Resolution.

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

## **E. GENERAL BUSINESS OCCUPATION TAXES ("GBOT"); GBOT REVENUE NOTE – VICINITY OF 120<sup>TH</sup> AND GILES ROAD**

### **1. ORDINANCE – ENACT GENERAL BUSINESS OCCUPATION TAXES WITHIN DESIGNATED ENHANCED EMPLOYMENT**

Councilmember Thomas introduced Ordinance No. 1462 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN ENHANCED EMPLOYMENT AREA AND GENERAL BUSINESS OCCUPATION TAXES WITHIN SUCH AREA IN THE VICINITY OF 120<sup>TH</sup> AND GILES ROAD; 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 Frey seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Ronan, Sheehan, Thomas, Frey, Quick, and Sell. Nays: None. Abstain: Hale. Absent: Frederick. Motion passed.

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1462. Councilmember Thomas seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1462 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Frey, Quick, Hale, and Sell. Nays: None. Abstain: Hale. Absent: Frederick. 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 – AUTHORIZING CITY OF LAVISTA OCCUPATION TAX REVENUE NOTE**

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-100 entitled: A RESOLUTION AUTHORIZING THE ISSUANCE OF AN OCCUPATION TAX REVENUE NOTE (120 AND GILES PROJECT), OF THE CITY OF LA VISTA, NEBRASKA, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH THE 120 AND GILES ENHANCED EMPLOYMENT AREA; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE

# MINUTE RECORD

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COVENANTS AND AGREEMENT TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

**WHEREAS**, the City of La Vista, in the State of Nebraska, (the "**City**") is a municipal corporation and first class city organized and existing under the constitution and laws of the State of Nebraska;

**WHEREAS**, pursuant to Section 18-2142.04, R.R.S. Neb., as amended, (the "**Act**") the City may establish an enhanced employment area for a portion of the City under certain terms and conditions as provided in the Act;

**WHEREAS**, the City established the 120 and Giles Enhanced Employment Area of the City of La Vista, Nebraska, under the Act (the "**Enhanced Employment Area**") and pursuant to an Improvement Agreement (the "**Improvement Agreement**") between the City and Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex ("**NMSC**") approved by the Mayor and Council of the City prior to the adoption of this resolution;

**WHEREAS**, the Act permits the City to levy general business occupation taxes within the Enhanced Employment Area, and the City has established the 120 Giles GBOT pursuant to the Occupation Tax Ordinance (defined herein) and as described and defined in the Improvement Agreement which shall be imposed and levied within the Enhanced Employment Area (the "**GBOT**") for the purpose of paying all or any part of the costs or expenses to design, construct, and provide the 120 Giles Authorized Work, as defined in the Improvement Agreement; and

**WHEREAS**, in order to pay a portion of the 120 Giles Authorized Work, it is necessary, desirable, advisable, and in the best interest of the City to issue the Occupation Tax Revenue Note (120 and Giles Project) (the "**Note**"), in a principal amount determined by an Authorized City Representative and deliver such Note to NMSC in exchange for NMSC paying the costs of the GBOT Public Improvements, as described and defined in the Improvement Agreement, to pay the costs of issuing the Note, and such Note to be issued and secured in the form and manner as hereinafter provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:**

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

**"Act"** means Section 18-2142.04, Reissue Revised Statutes of Nebraska, as amended.

**"Authorized City Representative"** means the Mayor, City Administrator or a designee of the City Administrator.

**"Business Day"** means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

**"City"** means the City of La Vista, Nebraska.

**"Clerk"** means the Clerk of the City of La Vista, Nebraska.

**"Council"** means City Council of the City of La Vista, Nebraska.

**"Cumulative Outstanding Principal Amount"** means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

**"Date of Original Issue"** means the date the Note is initially issued and delivered to the Purchaser.

**"Enhanced Employment Area"** shall have the meaning provided in the recitals hereto.

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**"Government Obligations"** means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

**"Mayor"** means Mayor of the City.

**"NMSC"** shall have the meaning provided in the recitals hereto.

**"Note"** means the Occupation Tax Revenue Note (120 and Giles Project) authorized and issued pursuant to this Resolution in an aggregate principal amount not to exceed \$3,500,000, with the final stated principal amount of the Note to be determined by an Authorized City Representative based on reasonable expectations for Occupation Tax Revenues to be generated during the course of the 20 year term of the Note, the interest rate of the Note, and other factors which may be appropriate in the determination of such Authorized City Officer.

**"Note Counsel"** means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

**"Note Payment Date"** means such dates as determined by an Authorized City Representative and indicated in the Note, with a final maturity of not more than 20 years after the date of issuance.

**"Note Register"** means the books for the registration, transfer and exchange of the Note kept at the office of the Clerk.

**"Occupation Tax Ordinance"** means the ordinance of the City providing for the initial general business occupation taxes in the Enhanced Employment Area, passed and approved contemporaneously with this resolution.

**"Occupation Tax Revenue Fund"** means the fund by that name described by **Section 5.1** hereof.

**"Occupation Tax Revenues"** means the moneys received by the City attributable to the general business occupation tax imposed pursuant to the Occupation Tax Ordinance, as the same may be amended from time to time.

**"Permitted Investments"** means any securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in **Section 5.1** hereof.

**"Project"** means the costs and expenses of the 120 Giles Authorized Work, as defined in the Improvement Agreement.

**"Project Costs"** means the costs attributable to the Project.

**"Purchaser"** means NMSC or such other party designated by NMSC and acceptable to the City, as the original purchaser of the Note.

**"Record Date"** for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) preceding such Note Payment Date.

**"Registered Owner"** or **"Note Owner"** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

**"Resolution"** means this Resolution as from time to time amended in accordance with the terms hereof.

**"State"** means the State of Nebraska.

## ARTICLE II

### AUTHORIZATION OF NOTE

**Section 2.1. Authorization of Note.** There is hereby authorized and directed to be issued a Note of the City, designated "Occupation Tax Revenue Note (120 and Giles Project)," in

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the principal amount of not to exceed \$3,500,000, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

**Section 2.2. Description of the Note.** The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment and subject to extension as provided in **Section 3.1**), and shall bear interest, if any, at the rate per annum, as determined by the Authorized City Representative and as provided in the Note delivered to the Purchaser.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

**Section 2.3. Consideration for the Note.** Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Proceeds of the Note may be advanced and disbursed, and thus the outstanding principal amount determined, in the manner set forth below:

(a) There shall be submitted to the City Administrator a disbursement request in a form acceptable to the Authorized City Representative (the "**Disbursement Request**"), executed by an authorized representative of the Developer, (A) certifying that a portion of the Project has been substantially completed and (B) certifying the actual costs incurred by NMSC in the completion of such portion of the Project which are eligible expenses under the Improvement Agreement as part of the Project.

(b) The Authorized City Representative shall determine whether the costs requested for reimbursement under the Disbursement Request are currently reimbursable under the Improvement Agreement. Upon determination thereof, the Authorized City Representative shall evidence such allocation in writing and inform NMSC of the amount allocated to and drawn against the Note. Such amounts shall be proceeds of the Note and the Clerk shall enter on the Note Register in writing of the date and amount of such allocation. The Clerk shall keep and maintain a record of the amounts allocated pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Note. The aggregate amount of Disbursement Requests approved for Project Costs and allocated to the principal amount drawn on the Note shall not exceed the stated principal amount of the Note.

The City shall have no obligation to approve any Disbursement Request unless such request has been properly approved as described above.

The records maintained by the Clerk as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

**Section 2.4. Method and Place of Payment of Note.** The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the City by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the City written notice to the contrary.

**Section 2.5. Registration, Transfer and Exchange of Note.** The City covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the

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registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the City in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the City.

The City may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

**Section 2.6. Execution, Authentication and Delivery of the Note.** The Note, including any Note issued in exchange or as substitution for the Note initially delivered, shall be signed by the manual or facsimile signatures of the officers of the City. In case any officer whose signature appears on any Note ceases to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Note. The City shall deliver the Note to the Purchaser.

**Section 2.7. Mutilated, Destroyed, Lost and Stolen Note.** If (a) any mutilated Note is surrendered to the City, or the City receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the City such security or indemnity as may be required to save the City harmless, then, in the absence of notice to the City that such Note has been acquired by a bona fide purchaser, the City shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the City) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the City.

**Section 2.8. Sale of Note.** The delivery of the Note to the Purchaser is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution.

**Section 2.9. Redemption of Note .** The Note is subject to redemption at the option of the City prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the City shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

**Section 2.10. Determination of Outstanding Principal Amount of Note .** Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. NMSC may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.



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## ARTICLE III

### TERMS AND PAYMENT

**Section 3.1. Terms and Payment.** The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the Occupation Tax Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the Occupation Tax Revenue Fund are insufficient to pay all of the principal of or interest on the Note prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and NMSC without recourse of any kind to the City.

The City may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

## ARTICLE IV

### SECURITY FOR THE NOTE

**Section 4.1. Security for the Note.** The Note shall be a limited, special obligation of the City payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the Occupation Tax Revenues and no other moneys, revenues, funds or accounts. Other than the power to impose and collect the Occupation Tax Revenues, the taxing power of the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

**Section 4.2. Pledge of Certain Funds.** The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Occupation Tax Revenue Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

**Section 4.3. No Recourse.** Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note, the Purchaser, nor NMSC shall have any recourse of any kind against the City in the event of that the Occupation Tax Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

## ARTICLE V

### CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

**Section 5.1. Creation of Occupation Tax Revenue Fund.** There are hereby created and ordered to be established within the treasury of the City the Occupation Tax Revenue Fund (the "**Occupation Tax Revenue Fund**"), which shall be a separate fund.

Such fund shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Occupation Tax Revenue Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

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## ARTICLE VI

### APPLICATION OF REVENUES

**Section 6.1. Application of Occupation Tax Revenue Fund.** The moneys in the Occupation Tax Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The Occupation Tax Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the Occupation Tax Revenue Fund shall be expended and used for the sole purpose of (a) paying the costs of issuance of the Note incurred by the City, and (b) paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEYS

**Section 7.1. Deposit of Moneys.** Moneys in each of the fund created by and referred to in this Resolution and held by the City shall be continuously and adequately secured as provided by the laws of the State and invested in Permitted Investments.

**Section 7.2. Investment of Moneys.** All earnings on any investments held in any fund shall accrue to and become a part of such fund.

## ARTICLE VIII

### ADDITIONAL NOTE

**Section 8.1. Additional Note.** The City covenants and agrees that so long as the Note remains outstanding, the City will not issue any additional bonds, notes or debt payable from the Occupation Tax Revenue Fund or any part thereof without the prior written consent of the Registered Owner.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 9.1. Remedies.** The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owner. Subject to the limitations set forth in **Section 9.2**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

**Section 9.2. Remedies Cumulative.** No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and

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exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the City and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.1. Amendments.** The rights and duties of the City and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the City with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged, and such instrument shall be filed with the City Finance Director.

Without notice to or the consent of the Registered Owner, the City may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Notwithstanding anything to the contrary in this **Section 10.1**, before any Resolution supplementing or amending this Resolution pursuant to this **Section 10.1** shall become effective, there shall have been delivered to the City an opinion of Note Counsel stating that such supplemental Resolution is authorized or permitted by this Resolution and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

**Section 10.2. Payments Due on Days Other Than Business Days.** In any case where the date of maturity of principal or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

**Section 10.3. Notices, Consents and Other Instruments by Registered Owner.** Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City with regard to any action taken, suffered or omitted under any such instrument, namely:

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(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

**Section 10.4. Further Authority.** The officers of the City, including the Mayor and the Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 10.5. Severability.** If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 10.6. Governing Law.** This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

**Section 10.7. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the City.

*[This portion of the page intentionally left blank]*

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**PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022, BY THE MAYOR  
AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA.**

(Seal)

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

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## EXHIBIT A

### [FORM OF NOTE]

Registered  
No. 1

Registered  
Up to \$ \_\_\_\_\_  
(subject to reduction as described herein)

UNITED STATES OF AMERICA  
STATE OF NEBRASKA

CITY OF LA VISTA

OCCUPATION TAX REVENUE NOTE  
(120 AND GILES PROJECT)  
SERIES 20\_\_

Interest Rate

Maturity Date

Issue Date

\_\_\_\_\_%

\_\_\_\_\_, 20\_\_

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

*All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the City on October \_\_, 2022 (the "Resolution").*

The CITY OF LA VISTA, NEBRASKA, (the "City") for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount reflected above, or such lesser amount reflected on the books and records of the City, upon presentation and surrender hereof at the office of the registrar and paying agent hereof, and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected on the books and records of the City at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable on \_\_\_\_\_ of each year until payment in full of such Principal Amount, beginning \_\_\_\_\_, 202\_\_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the City on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Payments hereon shall be due and payable on \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 202\_\_, and ending on \_\_\_\_\_, 20\_\_. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15th day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the City to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the City by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

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This Note is a duly authorized Note of the City designated "Occupation Tax Revenue Note (120 and Giles Project)." The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution.

The records maintained by the City Finance Director as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

At its option, the City may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the City payable solely from and secured as to the payment of principal and interest by a pledge of Occupation Tax Revenues deposited in the Occupation Tax Revenue Fund, as more fully provided in the Resolution.

Other than the imposition and collection of the Occupation Tax Revenues, the taxing power of the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Occupation Tax Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which the Registered Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Occupation Tax Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Registered Owner of this Note; the rights, duties and obligations of the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the City, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. This Note is transferable only to banks, other financial institutions or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933) and only upon the execution by such transferee of an investment letter in such form as approved by an Authorized City Representative (as defined in the Resolution). Upon surrender hereof at the principal office of the City Clerk, the City shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The City may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until this Note has been executed by the City.

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No. 729 — REDFIELD DIRECT E2106195KV

October 18, 2022

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the Occupation Tax Revenues and for the application of the same as hereinbefore provided.

**IN WITNESS WHEREOF, THE CITY OF LA VISTA, NEBRASKA**, has executed this Note by causing it to be signed by the manual or facsimile signature of the Mayor of the City of La Vista, Nebraska and attested by the manual or facsimile signature of the Clerk of the City of La Vista, Nebraska, and its official seal to be affixed hereto or imprinted hereon.

**CITY OF LA VISTA, NEBRASKA**

This Note is the Note of the issue described in the within-mentioned

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

Resolution.

Mayor

Registration Date: \_\_\_\_\_, 202\_\_

(Seal)

ATTEST:

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

City Clerk



# MINUTE RECORD

October 18, 2022

No. 729 — REDFIELD DIRECT E2106195KV

## ASSIGNMENT

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
[Name of Eligible Guarantor  
Institution (as defined by SEC Rule  
17Ad-15 (12 CFR 240.17Ad-15) or  
any similar rule which the City  
deems appropriate)]

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

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

### **F. RESOLUTION – ADOPT BUSINESS CONTINUITY & DISASTER RECOVERY PLAN**

Mayor Kindig requested that Item F be tabled to an upcoming meeting. Councilmember Sell made a motion to table Item F. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Frey, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

### **G. RESOLUTION – APPROVE INTERLOCAL AGREEMENT – APPLEWOOD CREEK TRAIL NRD PROJECT REIMBURSEMENT**

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-102 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN INTERLOCAL AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (PMNRD) FOR REIMBURSEMENT OF PROJECT COSTS IN AN AMOUNT NOT TO EXCEED \$250,000. FOR THE CONSTRUCTION COSTS OF THE APPLEWOOD CREEK TRAIL.

WHEREAS, the Mayor and Council of the City of La Vista determined the development and construction of the Applewood Creek Trail is necessary; and

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

# MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

October 18, 2022

WHEREAS, the reimbursement will reduce the local cost share of the Applewood Creek Trail; and

WHEREAS, the City applied for cost-sharing assistance from the NRD for a portion of the costs of the project; and

WHEREAS the Board of Directors of the NRD approved the project for cost-share assistance; and

WHEREAS the NRD is requesting to enter into an Interlocal Agreement with the City of La Vista,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing an interlocal agreement with the Papio-Missouri River Natural Resources District (PMNRD) for reimbursement of project costs in an amount not to exceed \$250,000. for the construction costs of the Applewood Creek Trail.

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

## **H. RESOLUTION – AUTHORIZE AMENDMENT NO.1 – PROFESSIONAL SERVICES AGREEMENT – SPECIAL INSPECTIONS & MATERIALS TESTING**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-103 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC FOR CERTAIN SPECIAL INSPECTIONS AND MATERIALS TESTING ASSOCIATED WITH THE LINK PROJECT FOR AN ADDITIONAL AMOUNT OF \$48,925.00 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$89,065.00.

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

WHEREAS, the FY23/FY24 Biennial Budget includes funding for this project;

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of Amendment No. 1 to a professional services agreement with Olsson, Inc for certain special inspections and materials testing associated with the Link project for an additional amount of \$48,925.00 for a total contract amount not to exceed \$89,065.00.

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

## **I. RESOLUTION – AUTHORIZE PURCHASE – PROOFPOINT ESSENTIALS SOFTWARE**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-104 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF PROOFPOINT ESSENTIALS EMAIL SECURITY SOFTWARE FROM INOTEK IN AN AMOUNT NOT TO EXCEED \$6,740.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of Proofpoint Email Security Software is necessary; and

# MINUTE RECORD

October 18, 2022

No. 729 – REDFIELD DIRECT E2106195KV

WHEREAS, the FY23 Information Technology budget includes 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 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 Proofpoint Essentials Email Security Software from InoTeck in an amount not to exceed \$6,740.00.

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

## **J. RESOLUTION – AUTHORIZE PURCHASE – SKID-STEER LOADER**

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-105 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2022 T66T4 BOBCAT SKID-STEER LOADER FROM BOBCAT OF OMAHA, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$62,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a skid-steer loader is necessary; and

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

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any 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 a one (1) 2022 T66T4 Bobcat Skid-Steer Loader from Bobcat of Omaha, Omaha, Nebraska in an amount not to exceed \$62,000.00.

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

## **COMMENTS FROM THE FLOOR**

Jane Gleason of 7606 S. 60<sup>th</sup> Street inquired when the Land Use Study & Market Analysis presentation will be.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Sheehan commented on the Mayor's Youth Leadership Council and the last pancakes in the park event.

At 7:19 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Frey, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

# MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

October 18, 2022

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

**LA VISTA CIVIL SERVICE COMMISSION  
MEETING MINUTES  
March 9, 2022  
4:00 p.m.**

A meeting of the Civil Service Commission of the City of La Vista, Nebraska was convened at 4:00 p.m. on March 9, 2022. Present were Chairperson Hewitt, Vice-Chairperson Ulrich and Commissioners Sewell, Roarty and Bohn. Also, in attendance were Chief of Police Lausten, Civil Service Secretary Buethe, Deputy City Clerk Anderson and Police Captains Barcal and Armbrust.

A notice of the meeting was given in advance by advertising in the Times Newspaper on March 2, 2022. Notice was simultaneously given to the Chairperson and all members of the Civil Service Commission and a copy of the acknowledgement of the receipt of notice was attached to the minutes. Availability of the agenda was communicated to the Civil Service Commission members 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 within 10 days after said meeting and prior to the next convened meeting of said body.

**I. CALL TO ORDER**

Chairperson Hewitt called the meeting to order at 4:00 p.m.

**II. APPROVAL OF JANUARY 31, 2022 MINUTES**

Commissioner Ulrich made a motion to approve the minutes of the January 31, 2022 Civil Service Commission meeting. Seconded by Commissioner Hewitt. Ayes: Bohn, Hewitt, Roarty, Sewell and Ulrich. Nays: None. Absent: None. Motion carried.

**III. CITY ADMINISTRATOR'S REPORT**

City Administrator Gunn and an update to the Commission regarding what is going on through out the City of La Vista.

**IV. POLICE CHIEF'S REPORT**

Chief of Police Lausten reported on legislation that will change the process for bringing in lateral officers from other states. The bill will pass with the emergency clause. This will make the process of hiring out of state lateral officers easier. We have the ability to do zoom interviews to facilitate the interview and hiring process.

**V. INTERVIEW CANDIDATES FOR LATERAL POLICE OFFICER**

Interviews were conducted for the position of Lateral Police Officer

#### **VI. CERTIFY ELIGIBILITY LIST FOR LATERAL POLICE OFFICER**

The Civil Service Secretary compiled the scores and presented them to the Commission. Commissioner Roarty made a motion to certify the top two eligible candidates as per the La Vista Civil Service Rules & Regulations. Seconded by Commissioner Ulrich. Ayes: Bohn, Hewitt, Roarty, Sewell and Ulrich. Nays: None. Absent: None. Motion carried.

#### **VII. COMMENTS FROM THE COMMISSION**

There were no comments from the Commission.

#### **VIII. ADJOURNMENT**

At 5:51 p.m. Commissioner Sewell made a motion to adjourn. Seconded by Commissioner Ulrich. Ayes: Bohn, Hewitt, Roarty, Sewell and Ulrich. Nays: None. Absent: None. Motion carried.

Pamela A. Buethe, MMC  
Civil Service Secretary/Chief Examiner

**LA VISTA CIVIL SERVICE COMMISSION  
MEETING MINUTES  
May 11, 2022  
4:00 p.m.**

A meeting of the Civil Service Commission of the City of La Vista, Nebraska was convened at 4:00 p.m. on May 11, 2022. Present were Chairperson Hewitt, Vice-Chairperson Ulrich and Commissioners Sewell, Roarty and Bohn. Also, in attendance were Chief of Police Lausten, Civil Service Secretary Buethe, Deputy City Clerk Anderson and Police Captains Barcal, Kinsey and Armbrust.

A notice of the meeting was given in advance by advertising in the Times Newspaper on May 4, 2022. Notice was simultaneously given to the Chairperson and all members of the Civil Service Commission and a copy of the acknowledgement of the receipt of notice was attached to the minutes. Availability of the agenda was communicated to the Civil Service Commission members 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 within 10 days after said meeting and prior to the next convened meeting of said body.

**1. CALL TO ORDER**

Chairperson Hewitt called the meeting to order at 4:00 p.m.

**2. POLICE CHIEF'S REPORT**

Chief of Police Lausten reported that there will be 5 candidates graduating from the academy May 27, 2022. He reported on officers leaving and those that are in hiring processes for other agencies. Lausten stated that he will need a minimum of 5 from this interview group.

**3. INTERVIEW CANDIDATES FOR ENTRY LEVEL POLICE OFFICER**

Interviews were conducted for the position of Entry Level Police Officer

**4. CERTIFY ELIGIBILITY LIST FOR ENTRY LEVEL POLICE OFFICER**

The Civil Service Secretary compiled the scores and presented them to the Commission. Commissioner Roarty made a motion to certify the top eight eligible candidates as per the La Vista Civil Service Rules & Regulations. Seconded by Commissioner Ulrich. Ayes: Bohn, Hewitt, Roarty, Sewell and Ulrich. Nays: None. Absent: None. Motion carried. Chief Lausten will be presenting conditional offers to five candidates.

**5. COMMENTS FROM THE COMMISSION**

There were no comments from the Commission.

**6. ADJOURNMENT**

At 8:23 p.m. Commissioner Ulrich made a motion to adjourn. Seconded by Commissioner Sewell. Ayes: Bohn, Hewitt, Roarty, Sewell and Ulrich. Nays: None. Absent: None. Motion carried.

Pamela A. Buethe, MMC  
Civil Service Secretary/Chief Examiner





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

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

September 30, 2022  
Project No: R3003.066.01  
Invoice No: 52080

Project R3003.066.01 City of La Vista - Placemaking Ph1 SD-CA  
**Professional Services through September 30, 2022**  
Fee

| Billing Phase           | Fee        | Billed % | Earned     | Prior Fee  | Current Fee      |
|-------------------------|------------|----------|------------|------------|------------------|
| Schematic Design        | 149,000.00 | 100.00   | 149,000.00 | 149,000.00 | 0.00             |
| Design Development      | 180,000.00 | 100.00   | 180,000.00 | 180,000.00 | 0.00             |
| Construction Documents  | 275,330.00 | 100.00   | 275,330.00 | 275,330.00 | 0.00             |
| Bidding/Negotiation     | 44,000.00  | 100.00   | 44,000.00  | 44,000.00  | 0.00             |
| Contract Administration | 244,000.00 | 40.00    | 97,600.00  | 48,800.00  | 48,800.00        |
| Total Fee               | 892,330.00 |          | 745,930.00 | 697,130.00 | 48,800.00        |
| <b>Total Fee</b>        |            |          |            |            | <b>48,800.00</b> |

#### Reimbursable Expenses

|                            |  |  |  |              |              |
|----------------------------|--|--|--|--------------|--------------|
| Printing                   |  |  |  | 17.00        |              |
| <b>Total Reimbursables</b> |  |  |  | <b>17.00</b> | <b>17.00</b> |

#### Billing Limits

|           | Current | Prior    | To-Date  |
|-----------|---------|----------|----------|
| Expenses  | 17.00   | 1,387.66 | 1,404.66 |
| Limit     |         |          | 8,600.00 |
| Remaining |         |          | 7,195.34 |

**Total this Invoice \$48,817.00**

#### Outstanding Invoices

| Number       | Date      | Balance          |
|--------------|-----------|------------------|
| 51788        | 8/31/2022 | 24,605.42        |
| <b>Total</b> |           | <b>24,605.42</b> |

*R. Ramirez*  
*10-20-22*

*16,716.0917.000*  
*PARK 18001*



A-6

METALAB, LLC  
2003 KANE ST  
HOUSTON, TX 77007  
(713)426-3640  
andrew@metalabstudio.com

**METALAB**

## INVOICE

**BILL TO**

LVG La Vista Gateway  
8116 Park View Blvd.  
La Vista, NE 68128

**INVOICE #** 2640

**DATE** 10/12/2022

**DUE DATE** 10/12/2022

**TERMS** Due on receipt

| ACTIVITY                        | QTY | RATE | AMOUNT            |
|---------------------------------|-----|------|-------------------|
| <b>Services:Lump Sum</b>        |     |      | 1,500.00          |
| Design services                 |     |      |                   |
| Sept 6 Presentation Preparation |     |      |                   |
| <b>Services:Lump Sum</b>        |     |      | 500.00            |
| Design services                 |     |      |                   |
| Oct 4 Presentation Preparation  |     |      |                   |
| BALANCE DUE                     |     |      | <b>\$2,000.00</b> |

16. 71.09/17.000.5TRT  
17005

10-18-22  
R. Kenney



A-7

## Invoice

HDR Engineering Inc.  
Omaha, NE 68106-2973  
Phone: (402) 399-1000

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

Reference Invoice Number with Payment

HDR Invoice No. 1200472168  
Invoice Date 25-OCT-2022  
Invoice Amount Due \$1,629.29  
Payment Terms 30 NET  
  
Remit To PO Box 74008202  
Chicago, IL 60674-8202  
ACH/EFT Payments Bank of America ML US  
ABA# 081000032  
Account# 355004076604

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services  
From: 25-SEP-2022 To: 22-OCT-2022

| Professional Services Summarization | Hours | Billing Rate | Amount     |
|-------------------------------------|-------|--------------|------------|
| Project Controller                  | 0.50  |              | 63.47      |
| Project Manager                     | 6.00  |              | 1,565.82   |
|                                     | 6.50  |              | \$1,629.29 |
| Total Professional Services         |       |              | \$1,629.29 |

|                               |            |
|-------------------------------|------------|
| Amount Due This Invoice (USD) | \$1,629.29 |
|-------------------------------|------------|

|                      |              |
|----------------------|--------------|
| Fee Amount           | \$670,695.00 |
| Fee Invoiced to Date | \$533,405.32 |
| Fee Remaining        | \$137,289.68 |

R. Ramirez  
10-26-22  
16.53.0313.000

# Invoice

HDR Invoice No. 1200472168  
Invoice Date 25-OCT-2022

| Professional Services and Expense Detail |                        |                             |                           |            |
|--|------------------------|-----------------------------|---------------------------|------------|
| Project Number:                          | 10053040               | Project Description:        | LaVista-Project Mgmt Svcs |            |
| Task Number:                             | 1.0                    | Task Description:           | Project Management        |            |
| Professional Services                    |                        | Hours                       | Billing Rate              | Amount     |
| Project Controller                       | Sayler, Jonathan James | 0.50                        | 126.93                    | 63.47      |
| Project Manager                          | Koenig, Christopher J  | 6.00                        | 260.97                    | 1,565.82   |
|  |                        | 6.50                        |                           | \$1,629.29 |
|  |                        | Total Professional Services |                           | \$1,629.29 |
|  |                        |                             |                           |            |
|  |                        | Total Task                  |                           | \$1,629.29 |

**Invoice**

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

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

# olsson

October 11, 2022  
 Invoice No: 435464

|                      |                 |
|----------------------|-----------------|
| <b>Invoice Total</b> | <b>\$147.25</b> |
|----------------------|-----------------|

Olsson Project # B16-05460 La Vista NE City Centre Phase 1 Public Infrastructure  
 Professional services rendered August 7, 2022 through September 30, 2022 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16  
**PO: 20-008346**

-----  
 Phase 211 Amd 10 Exhibits for Public Documents  
 Fee

| Billing Phase                   | Fee      | Percent Complete | Billed To Date | Previous Fee Billing | Current Fee Billing |
|---------------------------------|----------|------------------|----------------|----------------------|---------------------|
| Amd 10 Exhibits for Public Docs | 1,500.00 | 100.00           | 1,500.00       | 1,500.00             | 0.00                |
| Total Fee                       | 1,500.00 |                  | 1,500.00       | 1,500.00             | 0.00                |
| <b>Subtotal</b>                 |          |                  |                |                      | <b>0.00</b>         |
| <b>Total this Phase</b>         |          |                  |                |                      | <b>0.00</b>         |

-----  
 Phase 300 Project Management (Including Amendments 2, 3, 5 & 7)

**Labor**

|  | Hours | Rate   | Amount |
|--|-------|--------|--------|
| Team/Technical Leader<br>Egelhoff, Anthony | .50   | 185.00 | 92.50  |

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

|         |           |  |         |        |
|---------|-----------|--|---------|--------|
| Project | B16-05460 | La Vista NE City Centre Phase 1 Public | Invoice | 435464 |
|---------|-----------|--|---------|--------|

|                    |      |       |        |               |
|--------------------|------|-------|--------|---------------|
| Administrative     |      |       |        |               |
| Fossler, Elise     | .75  | 73.00 | 54.75  |               |
| Totals             | 1.25 |       | 147.25 |               |
| <b>Total Labor</b> |      |       |        | <b>147.25</b> |

**Total this Phase \$147.25**

|                       |                |              |                |
|-----------------------|----------------|--------------|----------------|
| <b>Billing Limits</b> | <b>Current</b> | <b>Prior</b> | <b>To-Date</b> |
| Total Billings        | 147.25         | 1,192,696.17 | 1,192,843.42   |
| Limit                 |                |              | 1,215,505.92   |
| Balance Remaining     |                |              | 22,662.50      |

**AMOUNT DUE THIS INVOICE \$147.25**

Email invoices/progress report to: pdowse@cityoflavista.org

Authorized By: Anthony Egelhoff

OK TO PAY  
PMD 10/27/22  
16.71.0917.000 - CMDU 17000

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



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

October 7, 2022

Project No: 00120802.00

Invoice No: 224875

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

**Professional Services from September 12, 2022 to September 30, 2022**

Task 00000 Project Management & Meetings

**Professional Personnel**

|   | Hours | Rate                   | Amount   |                   |
|---|-------|------------------------|----------|-------------------|
| E2a Proj Scientist II, Proj Engineer II |       |                        |          |                   |
| Higgins, John                           | 4.50  | 164.00                 | 738.00   |                   |
| Parks, Thomas                           | 7.50  | 164.00                 | 1,230.00 |                   |
| E9 Project Assistant I Intern I         |       |                        |          |                   |
| Alajmi, Abdallah                        | 4.00  | 67.00                  | 268.00   |                   |
| Totals                                  | 16.00 |                        | 2,236.00 |                   |
| <b>Total Labor</b>                      |       |                        |          | <b>2,236.00</b>   |
|   |       | <b>Total this Task</b> |          | <b>\$2,236.00</b> |

Task 00001 Survey/Data Collection

**Professional Personnel**

|   | Hours | Rate   | Amount   |                 |
|---|-------|--------|----------|-----------------|
| E2a Proj Scientist II, Proj Engineer II |       |        |          |                 |
| Parks, Thomas                           | 1.00  | 164.00 | 164.00   |                 |
| E3 Proj Scientist I, Proj Engineer I    |       |        |          |                 |
| Snook, Kevin                            | 3.00  | 147.00 | 441.00   |                 |
| E4 Sr Tech, Sr Insp, Sr Env Tech        |       |        |          |                 |
| Tisinger, Mark                          | 9.50  | 102.00 | 969.00   |                 |
| Totals                                  | 13.50 |        | 1,574.00 |                 |
| <b>Total Labor</b>                      |       |        |          | <b>1,574.00</b> |

**Unit Billing**

|                                  |                    |          |  |
|----------------------------------|--------------------|----------|--|
| 2020 Chevy Equinox-WIV757 23CVNQ |                    |          |  |
| 9/28/2022                        | 26.0 Miles @ 0.625 | 16.25    |  |
| 2022 Ram 2500 4X4-ARUA25 25NMCR  |                    |          |  |
| 9/13/2022                        | 34.0 Miles @ 0.625 | 21.25    |  |
| 9/16/2022                        | 42.0 Miles @ 0.625 | 26.25    |  |
| CF10 Concrete Coring             |                    |          |  |
|                                  | 8.0 Each @ 127.00  | 1,016.00 |  |
| CL5 Measure Core Lengths         |                    |          |  |
|                                  | 8.0 Each @ 31.00   | 248.00   |  |

|         |             |                                     |         |        |
|---------|-------------|-------------------------------------|---------|--------|
| Project | 00120802.00 | LaVista Terry, Lillian & 78th Rehab | Invoice | 224875 |
|---------|-------------|-------------------------------------|---------|--------|

M3 Coring Mobilization

1.0 Each @ 150.00 150.00

SLF2 Moisture Content Only

8.0 Each @ 41.00 328.00

**Total Units** **1,805.75** **1,805.75**

**Total this Task** **\$3,379.75**

Task 00002 Preliminary Design

**Professional Personnel**

|                                  | Hours | Rate   | Amount            |
|----------------------------------|-------|--------|-------------------|
| E4 Sr Tech, Sr Insp, Sr Env Tech |       |        |                   |
| Tisinger, Mark                   | 30.00 | 102.00 | 3,060.00          |
| Totals                           | 30.00 |        | 3,060.00          |
| <b>Total Labor</b>               |       |        | <b>3,060.00</b>   |
| <b>Total this Task</b>           |       |        | <b>\$3,060.00</b> |

**Billing Limits**

|                           | Current  | Prior | To-Date           |
|---------------------------|----------|-------|-------------------|
| Total Billings            | 8,675.75 | 0.00  | 8,675.75          |
| Limit                     |          |       | 57,754.00         |
| Remaining                 |          |       | 49,078.25         |
| <b>Total this Invoice</b> |          |       | <b>\$8,675.75</b> |

OK TO PAY

PMO 10/27/22

09.71.0917.000 - STAT23012



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2022 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>     |
|---|---|--------------------------|
| AUTHORIZE SIGNATURE –<br>YEAR-END CERTIFICATION –<br>CITY STREET SUPERINTENDENT | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | PAM BUETHE<br>CITY CLERK |

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to sign the Year-End Certification of the City Street Superintendent.

**FISCAL IMPACT**

Certification is required to receive an incentive payment for Calendar Year 2022.

**RECOMMENDATION**

Approval.

**BACKGROUND**

State Statute requires cities to certify they have an appointed Street Superintendent in order to receive annual incentive payments. The City of La Vista appoints the Director of Public Works who is also the Street Superintendent.

The Nebraska Department of Transportation requires that the City Council passes a resolution authorizing the Mayor to sign the Year-End Certification of City Street Superintendent.

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2022.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2022.**

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2022**

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor ☐ Village Board Chairperson ☐ of \_\_\_\_\_  
(Check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Date) (Month)

City Council/Village Board Members

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2022 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>                 |
|---|---|--------------------------------------|
| ELECTION OF DIRECTORS TO THE<br>LA VISTA METROPOLITAN COMMUNITY<br>COLLEGE BOARD OF DIRECTORS | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | BRENDA S. GUNN<br>CITY ADMINISTRATOR |

**SYNOPSIS**

A resolution has been prepared to designate and ratify, as well as affirm and approve the re-election of, the City's three directors of the La Vista Metropolitan Community College Board of Directors for the purposes of the Condominium Board for the public library and MCC Sarpy Center and approving actions of the directors at the 2019 Annual Meeting.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Currently, the City Council has elected the following persons to the Condominium Board:

- City Administrator
- Library Director
- Building Superintendent

It is proposed that Council designate these positions to hold a seat on the Board on behalf of the City. Additionally, the Condominium Board of Directors will hold its annual meeting on November 14, 2022 at which time the above directors will take action on behalf of the City.

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

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 BOARD OF DIRECTORS.

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

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  
Building Superintendent

WHEREAS, the Association will hold its 2022 Annual Meeting on November 2, 2022, 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  
Building Superintendent

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 2, 2022 (and all other related actions) are hereby ratified, affirmed and approved.

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2022.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

## COUNCIL REVIEWED

| Check # | Check Date | Vendor Name                        | Amount       | Voided |
|---------|------------|------------------------------------|--------------|--------|
| 138155  | 10/19/2022 | CROWNE PLAZA                       | 499.80       | N      |
| 138156  | 10/19/2022 | DESIGN WORKSHOP INC                | 1,902.50     | N      |
| 138157  | 10/19/2022 | DLR GROUP                          | 33,146.82    | N      |
| 138158  | 10/19/2022 | FELSBURG HOLT & ULLEVIG INC        | 53,565.63    | N      |
| 138159  | 10/19/2022 | JE DUNN CONSTRUCTION COMPANY       | 699,873.00   | N      |
| 138160  | 10/19/2022 | KISSEL KOHOUT ES ASSOCIATES LLC    | 10,192.19    | N      |
| 138161  | 10/19/2022 | OLSSON, INC.                       | 8,870.50     | N      |
| 138162  | 10/19/2022 | STATE OF NE DEPT OF TRANSPORTATION | 120,948.77   | N      |
| 138163  | 10/19/2022 | THOMPSON DREESSEN & DORNER, INC.   | 1,352.00     | N      |
| 2209(E) | 10/27/2022 | ACTIVE NETWORK LLC                 | 84.29        | N      |
| 2210(E) | 10/27/2022 | BLACK HILLS ENERGY                 | 1,939.63     | N      |
| 2211(E) | 10/27/2022 | BOK FINANCIAL                      | 1,101,153.68 | N      |
| 2212(E) | 10/27/2022 | CENTURY LINK/LUMEN                 | 693.79       | N      |
| 2213(E) | 10/27/2022 | CENTURY LINK/LUMEN                 | 84.86        | N      |
| 2214(E) | 10/27/2022 | CITY CENTRE MUSIC VENUE LLC        | 297,711.03   | N      |
| 2215(E) | 10/27/2022 | ESSENTIAL SCREENS                  | 405.40       | N      |
| 2216(E) | 10/27/2022 | GREATAMERICA FINANCIAL SERVICES    | 1,528.06     | N      |
| 2217(E) | 10/27/2022 | METROPOLITAN UTILITIES DISTRICT    | 19,091.91    | N      |
| 2218(E) | 10/27/2022 | MID-AMERICAN BENEFITS INC          | 4,881.47     | N      |
| 2219(E) | 10/27/2022 | OMAHA PUBLIC POWER DISTRICT        | 45,130.39    | N      |
| 2220(E) | 10/27/2022 | PAYROLL MAXX                       | 409,603.68   | N      |
| 2221(E) | 10/27/2022 | PITNEY BOWES-EFT POSTAGE           | 930.00       | N      |
| 2222(E) | 10/27/2022 | ROBERT HALF                        | 5,094.72     | N      |
| 138164  | 10/27/2022 | UNITED STATES POSTAL SERVICE       | 1,511.73     | N      |
| 2223(A) | 11/01/2022 | ABM INDUSTRIES, INC                | 9,275.10     | N      |
| 2224(A) | 11/01/2022 | SHI INTERNATIONAL CORP.            | 139.26       | N      |
| 138165  | 11/01/2022 | 911 CUSTOM LLC                     | 600.00       | N      |
| 138166  | 11/01/2022 | A & D TECHNICAL SUPPLY CO          | 117.00       | N      |
| 138167  | 11/01/2022 | A & L HYDRAULICS INC               | 1,327.93     | N      |
| 138168  | 11/01/2022 | A-RELIEF SERVICES INC              | 103.00       | N      |
| 138169  | 11/01/2022 | ACCUCUT LLC                        | 270.00       | N      |
| 138170  | 11/01/2022 | ACTION BATTERIES UNLTD INC         | 75.00        | N      |
| 138171  | 11/01/2022 | AED ZONE                           | 507.00       | N      |
| 138172  | 11/01/2022 | AMAZON CAPITAL SERVICES, INC.      | 746.56       | N      |
| 138173  | 11/01/2022 | ARNOLD MOTOR SUPPLY                | 840.99       | N      |
| 138174  | 11/01/2022 | AT&T MOBILITY LLC                  | 97.04        | N      |
| 138175  | 11/01/2022 | AXON ENTERPRISE INC                | 4,856.90     | N      |
| 138176  | 11/01/2022 | BIBLIOTHECA LLC                    | 6,567.46     | N      |
| 138177  | 11/01/2022 | BIG RED LOCKSMITHS                 | 18.00        | N      |
| 138178  | 11/01/2022 | BIG RIG TRUCK ACCESSORIES          | 480.65       | N      |
| 138179  | 11/01/2022 | BISHOP BUSINESS EQUIPMENT          | 1,032.78     | N      |
| 138180  | 11/01/2022 | BISHOP BUSINESS EQUIPMENT COMPANY  | 363.86       | N      |
| 138181  | 11/01/2022 | BOWERS, SYDNEY                     | 41.39        | N      |
| 138182  | 11/01/2022 | BRITE IDEAS DECORATING             | 1,248.00     | N      |
| 138183  | 11/01/2022 | BS&A SOFTWARE                      | 26,011.00    | N      |
| 138184  | 11/01/2022 | CANIGLIA, KALEB J                  | 10.19        | N      |
| 138185  | 11/01/2022 | CARROT-TOP INDUSTRIES INC          | 662.25       | N      |



User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

| Check # | Check Date | Vendor Name                  | Amount    | Voided |
|---------|------------|------------------------------|-----------|--------|
| 138186  | 11/01/2022 | CENTER POINT, INC.           | 436.85    | N      |
| 138187  | 11/01/2022 | CINTAS CORPORATION NO. 2     | 424.94    | N      |
| 138188  | 11/01/2022 | CITY OF PAPILLION            | 16,621.81 | N      |
| 138189  | 11/01/2022 | COX COMMUNICATIONS, INC.     | 143.65    | N      |
| 138190  | 11/01/2022 | COX, JEFFREY                 | 62.00     | N      |
| 138191  | 11/01/2022 | CULLIGAN OF OMAHA            | 55.50     | N      |
| 138192  | 11/01/2022 | D & K PRODUCTS               | 107.50    | N      |
| 138193  | 11/01/2022 | DATASHIELD CORPORATION       | 120.00    | N      |
| 138194  | 11/01/2022 | DEMCO INCORPORATED           | 220.82    | N      |
| 138195  | 11/01/2022 | DOUGLAS COUNTY SHERIFF'S OFC | 350.00    | N      |
| 138196  | 11/01/2022 | DULTMEIER SALES LLC          | 128.45    | N      |
| 138197  | 11/01/2022 | ECHO GROUP INCORPORATED      | 41.48     | N      |
| 138198  | 11/01/2022 | EDGEWEAR SCREEN PRINTING     | 490.00    | N      |
| 138199  | 11/01/2022 | ERICKSON, BRAEDEN            | 4.84      | N      |
| 138200  | 11/01/2022 | EYMAN PLUMBING INC           | 700.75    | N      |
| 138201  | 11/01/2022 | FAC PRINT & PROMO COMPANY    | 96.00     | N      |
| 138202  | 11/01/2022 | FASTENAL COMPANY             | 318.67    | N      |
| 138203  | 11/01/2022 | FIRMATURE, AIDEN             | 10.19     | N      |
| 138204  | 11/01/2022 | FITZGERALD SCHORR BARMETTLER | 28,182.50 | N      |
| 138205  | 11/01/2022 | G I CLEANERS & TAILORS       | 204.25    | N      |
| 138206  | 11/01/2022 | GALE                         | 101.96    | N      |
| 138207  | 11/01/2022 | GILMORE & BELL PC            | 17,735.00 | N      |
| 138208  | 11/01/2022 | GRAINGER                     | 1,472.54  | N      |
| 138209  | 11/01/2022 | GRAMS, STEPHANIE             | 147.50    | N      |
| 138210  | 11/01/2022 | GREGG YOUNG CHEVROLET INC    | 92,464.00 | N      |
| 138211  | 11/01/2022 | HANEY SHOE STORE             | 148.99    | N      |
| 138212  | 11/01/2022 | HARM'S CONCRETE INC          | 388.48    | N      |
| 138213  | 11/01/2022 | HEMMINGSON, ANASTASIA        | 35.37     | N      |
| 138214  | 11/01/2022 | HEMPHILL SEARCH GROUP INC    | 11,970.00 | N      |
| 138215  | 11/01/2022 | HOBBY LOBBY STORES INC       | 61.93     | N      |
| 138216  | 11/01/2022 | INDUSTRIAL SALES COMPANY INC | 19.70     | N      |
| 138217  | 11/01/2022 | INGRAM LIBRARY SERVICES      | 2,895.75  | N      |
| 138218  | 11/01/2022 | JOHNSON, ALLEN L.            | 168.00    | N      |
| 138219  | 11/01/2022 | JOHNSTONE SUPPLY CO          | 30.50     | N      |
| 138220  | 11/01/2022 | K & J ELITE SPORTS TURF INC  | 3,900.00  | N      |
| 138221  | 11/01/2022 | KOEPPE, AARON P.             | 10.19     | N      |
| 138222  | 11/01/2022 | KRIHA FLUID POWER CO INC     | 70.39     | N      |
| 138223  | 11/01/2022 | LARSEN SUPPLY COMPANY        | 400.16    | N      |
| 138224  | 11/01/2022 | LIBRARY IDEAS LLC            | 3,607.50  | N      |
| 138225  | 11/01/2022 | LOVELAND GRASS PAD           | 8.58      | N      |
| 138226  | 11/01/2022 | LUDEMANN, SAVANNAH           | 21.82     | N      |
| 138227  | 11/01/2022 | MACQUEEN EQUIPMENT LLC       | 3,974.80  | N      |
| 138228  | 11/01/2022 | MADSEN, LARRY                | 627.41    | N      |
| 138229  | 11/01/2022 | MARCO INCORPORATED           | 138.14    | N      |
| 138230  | 11/01/2022 | MENARDS-RALSTON              | 269.94    | N      |
| 138231  | 11/01/2022 | METRO AREA TRANSIT           | 958.00    | N      |
| 138232  | 11/01/2022 | MICRO PLUMBING INC           | 225.00    | N      |

User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

| Check # | Check Date | Vendor Name                         | Amount    | Voided |
|---------|------------|-------------------------------------|-----------|--------|
| 138233  | 11/01/2022 | MIDWEST PLASTICS INCORPORATED       | 75.00     | N      |
| 138234  | 11/01/2022 | MIDWEST TAPE                        | 347.99    | N      |
| 138235  | 11/01/2022 | MIDWEST TURF SUPPORT LLC            | 270.00    | N      |
| 138236  | 11/01/2022 | NEBRASKA STATE FIRE MARSHAL         | 120.00    | N      |
| 138237  | 11/01/2022 | NMC GROUP INC                       | 7,062.74  | N      |
| 138238  | 11/01/2022 | ODEYS INCORPORATED                  | 131.12    | N      |
| 138239  | 11/01/2022 | OFFICE DEPOT INC                    | 894.64    | N      |
| 138240  | 11/01/2022 | OMAHA WINNELSON SUPPLY              | 718.33    | N      |
| 138241  | 11/01/2022 | OMNI ENGINEERING                    | 88.94     | N      |
| 138242  | 11/01/2022 | PALADINO, CHARLIE                   | 10.19     | N      |
| 138243  | 11/01/2022 | PAPILLION SANITATION                | 1,478.79  | N      |
| 138244  | 11/01/2022 | PAPIO VALLEY NURSERY INC            | 1,083.00  | N      |
| 138245  | 11/01/2022 | PARISIEN, JAMES                     | 72.48     | N      |
| 138246  | 11/01/2022 | PELTON, MEREDITH                    | 10.65     | N      |
| 138247  | 11/01/2022 | PER MAR SECURITY SERVICES           | 183.57    | N      |
| 138248  | 11/01/2022 | PETERSON, OLIVIA                    | 15.28     | N      |
| 138249  | 11/01/2022 | QUALITY AUTO REPAIR & TOWING, INC.  | 75.00     | N      |
| 138250  | 11/01/2022 | RDG PLANNING & DESIGN               | 916.71    | N      |
| 138251  | 11/01/2022 | READY MIXED CONCRETE COMPANY        | 1,725.68  | N      |
| 138252  | 11/01/2022 | REGAL AWARDS INC.                   | 179.70    | N      |
| 138253  | 11/01/2022 | REVOLUTION WRAPS LLC                | 3,849.95  | N      |
| 138254  | 11/01/2022 | RIVER CITY RECYCLING                | 605.97    | N      |
| 138255  | 11/01/2022 | ROLLIN GREEN GRADING & SOD LLC      | 1,820.00  | N      |
| 138256  | 11/01/2022 | RTG BUILDING SERVICES INC           | 700.00    | N      |
| 138257  | 11/01/2022 | RUSSELL, KYLE A.                    | 83.15     | N      |
| 138258  | 11/01/2022 | SARPY COUNTY FISCAL ADMINSTRTN      | 8,344.20  | N      |
| 138259  | 11/01/2022 | SARPY COUNTY SHERIFF'S OFFICE       | 5,000.00  | N      |
| 138260  | 11/01/2022 | SARPY DOUGLAS LAW ENFORCE. ACADEMY  | 32,500.00 | N      |
| 138261  | 11/01/2022 | SARPY DOUGLAS LAW ENFORCE. ACADEMY  | 25.17     | N      |
| 138262  | 11/01/2022 | SCHAEFFER MANUFACTURING COMPANY     | 606.80    | N      |
| 138263  | 11/01/2022 | SECURITY EQUIPMENT INC.             | 749.75    | N      |
| 138264  | 11/01/2022 | SIGN IT                             | 570.00    | N      |
| 138265  | 11/01/2022 | SIRIUS VETERINARY ORTHOPEDIC CENTER | 101.13    | N      |
| 138266  | 11/01/2022 | SITE ONE LANDSCAPE SUPPLY LLC       | 309.30    | N      |
| 138267  | 11/01/2022 | SOUTHERN UNIFORM AND TACTICAL, INC. | 320.24    | N      |
| 138268  | 11/01/2022 | SPIRIT FOOTBALL                     | 325.00    | N      |
| 138269  | 11/01/2022 | THE COLONIAL PRESS, INC             | 1,267.05  | N      |
| 138270  | 11/01/2022 | TRANE U.S. INC.                     | 78.92     | N      |
| 138271  | 11/01/2022 | TRUCK CENTER COMPANIES              | 71.99     | N      |
| 138272  | 11/01/2022 | TY'S OUTDOOR POWER & SERVICE        | 237.97    | N      |
| 138273  | 11/01/2022 | UNITED PARCEL SERVICE               | 76.71     | N      |
| 138274  | 11/01/2022 | VAL VERDE ANIMAL HOSPITAL INC       | 72.60     | N      |
| 138275  | 11/01/2022 | VARI SALES CORPORATION              | 2,782.50  | N      |
| 138276  | 11/01/2022 | VERIZON CONNECT NWF, INC.           | 615.22    | N      |
| 138277  | 11/01/2022 | VERIZON WIRELESS                    | 18.02     | N      |
| 138278  | 11/01/2022 | VIERREGGER ELECTRIC COMPANY         | 1,208.00  | N      |
| 138279  | 11/01/2022 | WATKINS CONCRETE BLOCK CO INC       | 84.61     | N      |



| Check # | Check Date     | Vendor Name         | Amount         | Voided |
|---------|----------------|---------------------|----------------|--------|
| 141     | CHECKS PRINTED | TOTAL CLAIM AMOUNT: | \$3,144,043.12 | 0      |

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

APPROVED BY COUNCIL MEMBERS ON: 11/01/2022

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

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

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

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

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2022 AGENDA**

| <b>Subject:</b>                                   | <b>Type:</b>                              | <b>Submitted By:</b>                            |
|---|---|---|
| BUSINESS CONTINUITY<br>AND DISASTER RECOVERY PLAN | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | RYAN SOUTH<br>INFORMATION TECHNOLOGY<br>MANAGER |

**SYNOPSIS**

A resolution has been prepared to adopt the Business Continuity and Disaster Recovery Plan.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On July 6, 2021, the City Council approved a contract with Moss Adams for the preparation and development of a Business Continuity and Disaster Recovery Plan. The need for such a plan was identified in both the Citywide Strategic Plan and in the Information Technology Strategic Plan.

The purpose of the Business Continuity Disaster Recovery Plan is to identify the people, processes, partners and technologies required for recovery of the City's business functions and the logical and physical assets that support the City's most critical systems and operations.

Moss Adams worked with City staff and Sarpy County Information Systems to gather information and data and to get a full understanding of City operations, systems, and technologies to develop the City's Business Continuity and Disaster Recovery Plan.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA  
TO ADOPT THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN.**

WHEREAS, the Mayor and Council have determined that the development of a business continuity and disaster recovery plan is necessary; and

WHEREAS, on July 6, 2021, the City Council approved a contract with Moss Adams for the preparation and development of a Business Continuity and Disaster Recovery Plan; and

WHEREAS, Moss Adams worked with City staff and Sarpy County IT to gather information and data, and to get a full understanding of operations, systems and technologies; and

WHEREAS, the purpose of the Business Continuity Disaster Recovery Plan is to identify the people, processes, partners and technologies required for recovery of the City's business functions and the logical and physical assets that support the City's most critical systems and operations; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby adopt the Business Continuity and Disaster Recovery Plan.

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2022 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) 2024 Western Star 47X Tandem Axle Dump Truck from Truck Center Companies, 14321 Cornhusker Rd. Omaha, NE 68138 in an amount not to exceed \$327,500.00.

**FISCAL IMPACT**

The FY23/FY24 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 # 15621-OC

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2024 WESTERN STAR 47X TANDEM AXLE DUMP TRUCK FROM TRUCK CENTER COMPANIES, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$327,500.00.

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2024 Western Star 47X Tandem Axle Dump Truck from Truck Center Companies, Omaha, Nebraska in an amount not to exceed \$327,500.00.

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

Prepared for:  
Robert Taylor  
NEBRASKA STATE OF AND  
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1526 K ST STE 130  
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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*

*Sep 15, 2022*

**Western Star 47X**

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

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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<br>Front | Weight<br>Rear |
|------------------------------|---|-----------------|----------------|
| <b>Price Level</b>           |   |                 |                |
| PRL-27X                      | WST 47X/49X PRL-27X (EFF:MY24 ORDERS)   |                 |                |
| <b>Data Version</b>          |   |                 |                |
| DRL-011                      | SPECPRO21 DATA RELEASE VER 011  |                 |                |
| <b>Vehicle Configuration</b> |   |                 |                |
| 001-470                      | WESTERN STAR 47X  | 9,050           | 6,525          |
| 004-224                      | 2024 MODEL YEAR SPECIFIED   |                 |                |
| 002-003                      | SET FORWARD AXLE - TRUCK  | -480            | 480            |
| 019-006                      | TRAILER TOWING PROVISION AT END OF<br>FRAME WITH SAE J560                                       | 10              | 10             |
| 003-001                      | LH PRIMARY STEERING LOCATION  |                 |                |
| <b>General Service</b>       |   |                 |                |
| AA1-003                      | TRUCK/TRAILER CONFIGURATION   |                 |                |
| AA6-002                      | DOMICILED, USA (EXCLUDING CALIFORNIA AND<br>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<br>TRANSIT, IS SPENT ON PAVED ROADS                    |                 |                |
| AB1-008                      | MAXIMUM 8% EXPECTED GRADE   |                 |                |
| AB5-001                      | SMOOTH CONCRETE OR ASPHALT PAVEMENT -<br>MOST SEVERE IN-TRANSIT (BETWEEN SITES)<br>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 :<br>40000.0 lbs   |                 |                |
| A63-99D                      | EXPECTED GROSS VEHICLE WEIGHT CAPACITY<br>: 60000.0 lbs   |                 |                |
| A70-99D                      | EXPECTED GROSS COMBINATION WEIGHT :<br>80000.0 lbs  |                 |                |



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| Data Code                    | Description   | Weight<br>Front   | Weight<br>Rear |
|------------------------------|---|---|----------------|
| <b>Truck Service</b>         |   |   |                |
| AA3-018                      | FRONT PLOW/END DUMP BODY  |   |                |
| AF3-1W0                      | HENDERSON   |   |                |
| <b>Tractor Service</b>       |   |   |                |
| AA2-005                      | FLATBED TRAILER   |   |                |
| AH6-001                      | SINGLE (1) TRAILER  |   |                |
| <b>Engine</b>                |   |   |                |
| 101-26W                      | CUM X12 475V HP @ 1900 RPM, 1700 LB-FT @<br>1000 RPM, 2000 GOV RPM, VOC | -390  | -45            |
| <b>Electronic Parameters</b> |   |   |                |
|                              | 79A-068   | 68 MPH ROAD SPEED LIMIT   |                |
|                              | 79B-000   | CRUISE CONTROL SPEED LIMIT SAME AS ROAD<br>SPEED LIMIT  |                |
|                              | 79K-007   | PTO MODE ENGINE RPM LIMIT - 1100 RPM  |                |
|                              | 79M-001   | PTO MODE BRAKE OVERRIDE - SERVICE<br>BRAKE APPLIED  |                |
|                              | 79P-002   | PTO RPM WITH CRUISE SET SWITCH - 700 RPM  |                |
|                              | 79Q-002   | PTO RPM WITH CRUISE RESUME SWITCH - 700<br>RPM  |                |
| N                            | 79S-001   | PTO MODE CANCEL VEHICLE SPEED - 5 MPH   |                |
| N                            | 79U-007   | PTO GOVERNOR RAMP RATE - 250 RPM PER<br>SECOND  |                |
| N                            | 80G-002   | PTO MINIMUM RPM - 700   |                |
|                              | 80J-002   | REGEN INHIBIT SPEED THRESHOLD - 5 MPH   |                |
| N                            | 80S-001   | PTO 1, DASH SWITCH, STATIONARY<br>OPERATION   |                |
| <b>Engine Equipment</b>      |   |   |                |
|                              | 99C-021   | 2010 EPA/CARB/GHG21 CONFIGURATION   |                |
|                              | 99D-010   | NO 2008 CARB EMISSION CERTIFICATION   |                |
|                              | 13E-001   | STANDARD OIL PAN  |                |
|                              | 105-001   | ENGINE MOUNTED OIL CHECK AND FILL   |                |
|                              | 014-116   | SIDE OF HOOD AIR INTAKE WITH ENGINE<br>MOUNTED AIR CLEANER  |                |
|                              | 124-1D7   | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD<br>ALTERNATOR WITH REMOTE BATTERY VOLT<br>SENSE                    | -10            |
|                              | 292-222   | (3) DTNA GENUINE, HIGH TEMP AGM STARTING<br>AND CYCLING, MIN 2775CCA, 570RC,<br>THREADED STUD BATTERIES |                |

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| Data Code | Description  | Weight<br>Front | Weight<br>Rear |
|-----------|--|-----------------|----------------|
| 290-1CD   | BATTERY BOX WITH ALUMINUM COVER<br>MOUNTED SHORT SIDE TO RAIL  | -50             | 10             |
| 282-003   | SINGLE BATTERY BOX FRAME MOUNTED LH<br>SIDE BACK OF CAB  |                 |                |
| 291-017   | WIRE GROUND RETURN FOR BATTERY CABLES<br>WITH ADDITIONAL FRAME GROUND RETURN   |                 |                |
| 289-020   | UNPOLISHED ALUMINUM WST BATTERY BOX<br>COVER   |                 |                |
| 107-048   | CUMMINS NATURALLY ASPIRATED 25.9 CFM<br>AIR COMPRESSOR WITH INTERNAL SAFETY<br>VALVE   |                 |                |
| 152-041   | ELECTRONIC ENGINE INTEGRAL SHUTDOWN<br>PROTECTION SYSTEM   |                 |                |
| 128-004   | CUMMINS INTEBRAKE BRAKE WITH HIGH MED<br>LOW BRAKE   |                 |                |
| 016-1C2   | RH OUTBOARD UNDER STEP MOUNTED<br>HORIZONTAL AFTERTREATMENT SYSTEM<br>ASSEMBLY WITH RH B-PILLAR MOUNTED<br>VERTICAL TAILPIPE   |                 |                |
| 28F-015   | ENGINE AFTERTREATMENT DEVICE,<br>AUTOMATIC OVER THE ROAD ACTIVE<br>REGENERATION AND VIRTUAL REGENERATION<br>REQUEST SWITCH IN CLUSTER AND DASH<br>MOUNTED INHIBIT SWITCH |                 |                |
| 239-038   | 11 FOOT 06 INCH (138 INCH+0/-5.9 INCH)<br>EXHAUST SYSTEM HEIGHT  |                 |                |
| 237-1CR   | RH CURVED VERTICAL TAILPIPE B-PILLAR<br>MOUNTED ROUTED FROM STEP   |                 |                |
| 23U-027   | 8 GALLON DIESEL EXHAUST FLUID TANK   |                 |                |
| 23Z-005   | UNPOLISHED ALUMINUM WST DIESEL<br>EXHAUST FLUID TANK COVER   |                 |                |
| 43X-001   | LH HEAVY DUTY STANDARD DIESEL EXHAUST<br>FLUID TANK LOCATION   |                 |                |
| 43Y-001   | STANDARD DIESEL EXHAUST FLUID TANK CAP   |                 |                |
| 242-001   | STAINLESS STEEL AFTERTREATMENT<br>DEVICE/MUFFLER/TAILOPIPE SHIELD  |                 |                |
| 273-058   | AIR POWERED ON/OFF ENGINE FAN CLUTCH   |                 |                |
| 276-001   | AUTOMATIC FAN CONTROL WITHOUT DASH<br>SWITCH, NON ENGINE MOUNTED   |                 |                |
| 122-1H3   | DETROIT FUEL/WATER SEPARATOR WITH<br>WATER IN FUEL SENSOR  | 10              |                |
| 110-003   | CUMMINS SPIN ON FUEL FILTER  |                 |                |
| 118-008   | COMBINATION FULL FLOW/BYPASS OIL FILTER  |                 |                |
| 266-109   | 1400 SQUARE INCH VOCATIONAL RADIATOR<br>WITH PROTECTION PACKAGE  | 20              |                |

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|-----------|--|-----------------|----------------|
| 103-039   | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT            |                 |                |
| 171-007   | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT  |                 |                |
| 270-016   | RADIATOR DRAIN VALVE   |                 |                |
| 168-002   | LOWER RADIATOR GUARD   |                 |                |
| 360-013   | 1350 ADAPTER FLANGE FOR FRONT PTO PROVISION  | 20              |                |
| 138-005   | PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER                                       | 4               |                |
| 140-022   | CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR                                |                 |                |
| 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                 |
| 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                  |



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|-----------|--|-----------------|----------------|
| 84N-200   | FUEL SENSE 2.0 DISABLED - PERFORMANCE -<br>TABLE BASED                         |                 |                |
| 34C-011   | ELECTRONIC TRANSMISSION WIRING TO<br>CUSTOMER INTERFACE CONNECTOR              |                 |                |
| 362-818   | CUSTOMER INSTALLED CHELSEA 870 SERIES<br>PTO                                   |                 |                |
| 363-001   | PTO MOUNTING, LH SIDE OF MAIN<br>TRANSMISSION ALLISON                          |                 |                |
| 341-018   | MAGNETIC PLUGS, ENGINE DRAIN,<br>TRANSMISSION DRAIN, AXLE(S) FILL AND<br>DRAIN |                 |                |
| 345-003   | PUSH BUTTON ELECTRONIC SHIFT CONTROL,<br>DASH MOUNTED                          |                 |                |
| 370-006   | WATER TO OIL TRANSMISSION COOLER   |                 |                |
| 346-003   | TRANSMISSION OIL CHECK AND FILL WITH<br>ELECTRONIC OIL LEVEL CHECK             |                 |                |
| 35T-001   | SYNTHETIC TRANSMISSION FLUID (TES-295<br>COMPLIANT)                            |                 |                |

#### Front Axle and Equipment

|         |  |     |
|---------|--|-----|
| 400-1BB | DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74<br>DROP SINGLE FRONT AXLE                                  | 190 |
| 418-060 | CONMET PRESET PLUS PREMIUM IRON FRONT<br>HUBS  | 20  |
| 402-030 | MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT<br>BRAKES, DOUBLE ANCHOR, FABRICATED<br>SHOES                    | 10  |
| 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  |     |
| 408-016 | STEMCO SERIES 340/343/346 TRADITIONAL<br>ALUMINUM FRONT HUB CAPS WITH WINDOW<br>AND RED VENT PLUGS - OIL |     |
| 405-007 | BENDIX VERSAJUST AUTOMATIC FRONT SLACK<br>ADJUSTERS  |     |
| 536-104 | DUAL POWER STEERING GEARS, BENDIX 16-<br>20K   | 80  |
| 534-003 | 4 QUART POWER STEERING RESERVOIR   | 5   |
| 533-001 | OIL/AIR POWER STEERING COOLER  | 5   |
| 40T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90<br>FRONT AXLE LUBE  |     |

#### Front Suspension

|         |                                    |     |
|---------|------------------------------------|-----|
| 620-025 | 20,000# TAPERLEAF FRONT SUSPENSION | 145 |
|---------|------------------------------------|-----|

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| Data Code                      | Description  | Weight<br>Front | Weight<br>Rear |
|--------------------------------|--|-----------------|----------------|
| 619-005                        | MAINTENANCE FREE RUBBER BUSHINGS -<br>FRONT SUSPENSION   |                 |                |
| 410-001                        | FRONT SHOCK ABSORBERS  |                 |                |
| <b>Rear Axle and Equipment</b> |  |                 |                |
| 420-103                        | RT-46-160 46,000# R-SERIES TANDEM REAR<br>AXLE   |                 | 470            |
| 450-060                        | CONMET PRESET PLUS PREMIUM IRON REAR<br>HUBS   |                 | 60             |
| 421-456                        | 4.56 REAR AXLE RATIO   |                 |                |
| 424-001                        | IRON REAR AXLE CARRIER WITH STANDARD<br>AXLE HOUSING   |                 |                |
| 386-075                        | MXL 18T MERITOR EXTENDED LUBE MAIN<br>DRIVELINE WITH HALF ROUND YOKES  |                 |                |
| 388-073                        | MXL 17T MERITOR EXTENDED LUBE INTERAXLE<br>DRIVELINE WITH HALF ROUND YOKES                                     |                 |                |
| 452-006                        | DRIVER CONTROLLED TRACTION<br>DIFFERENTIAL - BOTH TANDEM REAR AXLES  |                 | 30             |
| 878-023                        | (1) INTERAXLE LOCK VALVE, (1) DRIVER<br>CONTROLLED DIFFERENTIAL LOCK FORWARD-<br>REAR AND REAR-REAR AXLE VALVE |                 |                |
| 87A-005                        | INDICATOR LIGHT FOR EACH INTERAXLE<br>LOCKOUT SWITCH   |                 |                |
| 87B-008                        | INDICATOR LIGHT FOR EACH DIFFERENTIAL<br>LOCKOUT SWITCH  |                 |                |
| 423-020                        | MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR<br>BRAKES, DOUBLE ANCHOR, FABRICATED<br>SHOES                           |                 |                |
| 433-002                        | NON-ASBESTOS REAR BRAKE LINING   |                 |                |
| 434-003                        | STANDARD BRAKE CHAMBER LOCATION  |                 |                |
| 451-023                        | CONMET CAST IRON REAR BRAKE DRUMS  |                 |                |
| 425-998                        | NO REAR BRAKE DUST SHIELDS   |                 |                |
| 440-006                        | REAR OIL SEALS   |                 |                |
| 426-1B3                        | BENDIX EVERSURE LONGSTROKE 2-DRIVE<br>AXLES SPRING PARKING CHAMBERS  |                 |                |
| 428-007                        | BENDIX VERSAJUST AUTOMATIC REAR SLACK<br>ADJUSTERS   |                 |                |
| 41T-002                        | CURRENT AVAILABLE SYNTHETIC 75W-90 REAR<br>AXLE LUBE   |                 |                |
| 42T-001                        | STANDARD REAR AXLE BREATHER(S)   |                 |                |
| <b>Rear Suspension</b>         |  |                 |                |
| 622-1H2                        | HENDRICKSON PRIMAAX EX 46,000# REAR AIR<br>SUSPENSION  |                 | 490            |

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|------------------------------|--|-----------------|----------------|
| 621-109                      | 10.2 INCH NOMINAL RIDE HEIGHT (475MM<br>GLOBAL REFERENCE HEIGHT)   |                 |                |
| 431-003                      | AXLE CLAMPING GROUP  |                 |                |
| 624-009                      | 54 INCH AXLE SPACING   |                 |                |
| 888-078                      | IGNITION CONTROLLED ELECTRIC DUMP<br>SWITCH FOR AIR SUSPENSION WITH STATE<br>RETENTION AND GAUGE         |                 |                |
| 87D-012                      | REAR AIR SUSPENSION DUMP VALVE AUTOFILL<br>>5 MPH WITH INDICATOR LIGHT                                   |                 |                |
| 910-001                      | SINGLE AIR REAR SUSPENSION LEVELING<br>VALVE   |                 |                |
| 623-002                      | TRANSVERSE CONTROL RODS  |                 |                |
| 439-005                      | REAR SHOCK ABSORBERS - TWO AXLES<br>(TANDEM) (AIR RIDE SUSPENSION)                                       |                 |                |
| <b>Brake System</b>          |  |                 |                |
| 490-1AV                      | WABCO 6S/6M ABS WITH TRACTION CONTROL<br>WITH ATC SHUT OFF SWITCH  |                 |                |
| 871-001                      | REINFORCED NYLON, FABRIC BRAID AND WIRE<br>BRAID CHASSIS AIR LINES                                       |                 |                |
| 432-003                      | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,<br>NO REAR PROPORTIONING VALVE                                  |                 |                |
| 480-088                      | WABCO SYSTEM SAVER HP WITH INTEGRAL<br>AIR GOVERNOR AND HEATER   |                 |                |
| 483-004                      | WABCO OIL COALESCING FILTER FOR AIR<br>DRYER   |                 |                |
| 479-003                      | AIR DRYER MOUNTED INBOARD ON LH RAIL   |                 |                |
| 460-008                      | STEEL AIR BRAKE RESERVOIRS MOUNTED<br>INSIDE RAIL  |                 |                |
| 477-004                      | PULL CABLES ON ALL AIR RESERVOIR(S)  |                 |                |
| <b>Trailer Connections</b>   |  |                 |                |
| 914-001                      | AIR CONNECTIONS TO END OF FRAME WITH<br>GLAD HANDS FOR TRUCK AND NO DUST<br>COVERS                       | 5               | 5              |
| 296-010                      | PRIMARY CONNECTOR/RECEPTACLE WIRED<br>FOR SEPARATE STOP/TURN, ABS CENTER PIN<br>POWERED THROUGH IGNITION |                 |                |
| 303-025                      | SAE J560 7-WAY PRIMARY TRAILER CABLE<br>RECEPTACLE MOUNTED END OF FRAME                                  |                 |                |
| <b>Wheelbase &amp; Frame</b> |  |                 |                |
| 545-134                      | 6090MM (240 INCH) WHEELBASE, SFA ONLY  |                 |                |
| 546-106                      | 13.0MM X 87.0MM X 311.0MM STEEL FRAME<br>(0.51X3.43X12.24 INCH) 120 KSI                                  | 540             | 340            |



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| Data Code | Description  | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 552-029   | 1575MM (62 INCH) REAR FRAME OVERHANG                                     |              |             |
| 55W-006   | FRAME OVERHANG RANGE: 61 INCH TO 70 INCH                                 | -30          | 90          |
| 549-002   | 24 INCH INTEGRAL FRONT FRAME EXTENSION                                   | 120          |             |
| AC8-99D   | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 158.27 in                     |              |             |
| AE8-99D   | CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 155.27 in |              |             |
| AE4-99D   | CALC'D FRAME LENGTH - OVERALL : 354.36 in                                |              |             |
| ZF1-99D   | FRAME HEIGHT TOP FRONT UNLADEN : 44.71 in                                |              |             |
| ZF2-99D   | FRAME HEIGHT TOP FRONT LADEN : 41.1 in                                   |              |             |
| ZF3-99D   | FRAME HEIGHT TOP REAR UNLADEN : 42.97 in                                 |              |             |
| ZF4-99D   | FRAME HEIGHT TOP REAR LADEN : 41.57 in                                   |              |             |
| FSS-0LH   | CALCULATED FRAME SPACE LH SIDE : 78.96 in                                |              |             |
| FSS-0RH   | CALCULATED FRAME SPACE RH SIDE : 117.91 in                               |              |             |
| 553-001   | SQUARE END OF FRAME  |              |             |
| 559-001   | STANDARD WEIGHT ENGINE CROSSMEMBER                                       |              |             |
| 561-015   | STANDARD CAST ALUMINUM CROSSMEMBER BACK OF TRANSMISSION                  |              |             |
| 562-063   | STANDARD CAST ALUMINUM MIDSHIP   |              |             |
| 572-082   | STANDARD CAST ALUMINUM REARMOST CROSSMEMBER                              |              |             |
| 565-001   | STANDARD SUSPENSION CROSSMEMBER  |              | 20          |
| 568-012   | CAST ALUMINUM REAR SUSPENSION CROSSMEMBER                                |              |             |

#### Chassis Equipment

|         |  |     |  |
|---------|--|-----|--|
| 025-001 | UNPOLISHED ALUMINUM WST EQUIPMENT COVERS                                     |     |  |
| 556-145 | PAINTED STEEL 3/8 INCH SEVERE DUTY BUMPER                                    | 115 |  |
| 558-065 | FRONT TOW HOOKS - FRONT FRAME EXTENSION MOUNTED                              |     |  |
| 574-001 | BUMPER MOUNTING FOR SINGLE LICENSE PLATE                                     |     |  |
| 551-032 | CLASS 10.9 THREADED METRIC FASTENERS; REAR SUSPENSION HANGER TO BE HUCK-SPIN |     |  |
| 44Z-002 | EXTERIOR HARNESES WRAPPED IN ABRASION TAPE                                   |     |  |

#### Fuel Tanks

Prepared for:  
Robert Taylor  
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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:

| Data Code           | Description   | Weight<br>Front | Weight<br>Rear |
|---------------------|---|-----------------|----------------|
| 204-154             | 80 GALLON/302 LITER ALUMINUM FUEL TANK - LH   | 10              |                |
| 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)  |                 |                |
| 216-020             | EQUIFLO INBOARD FUEL SYSTEM   |                 |                |
| 202-016             | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE   |                 |                |
| <b>Tires</b>        |   |                 |                |
| 093-1YU             | CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES  | 100             |                |
| 094-12V             | CONTINENTAL HDR2+ 11R22.5 16 PLY RADIAL REAR TIRES  |                 | 184            |
| <b>Wheels</b>       |   |                 |                |
| 502-433             | ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS                                     | 66              |                |
| 505-545             | MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS   |                 | 160            |
| 496-011             | FRONT WHEEL MOUNTING NUTS   |                 |                |
| 497-011             | REAR WHEEL MOUNTING NUTS  |                 |                |
| <b>Cab Exterior</b> |   |                 |                |
| 829-053             | 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB  |                 |                |
| 82A-028             | STAINLESS STEEL CAB ACCENT MOLDING  |                 |                |
| 667-001             | FRONT FENDERS   |                 |                |
| 678-066             | INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES |                 |                |
| 65X-010             | BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS   |                 |                |
| 640-016             | X-SERIES STEEL REINFORCED ALUMINUM CAB  |                 |                |
| 644-048             | X-SERIES VOCATIONAL HOOD  |                 |                |
| 67U-001             | HOOD OPENING ASSIST WITH LOCKING STRUT  |                 |                |
| 652-016             | WESTERN STAR NAMEPLATES   |                 |                |
| 727-096             | DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB  |                 |                |



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| Data Code | Description  | Weight<br>Front | Weight<br>Rear |
|-----------|--|-----------------|----------------|
| 726-002   | DUAL ELECTRIC HORNS  |                 |                |
| 575-001   | REAR LICENSE PLATE MOUNT END OF FRAME  |                 |                |
| 312-095   | DUAL STAGE INTELLIGENT LED HEADLIGHTS<br>WITH HEATED LENS SYSTEM                               |                 |                |
| 302-072   | ROOF MOUNTED LED MARKER LIGHTS   |                 |                |
| 314-824   | WIRING AND SWITCH FOR CUSTOMER<br>FURNISHED SNOW PLOW LAMPS WITH DUAL<br>CONNECTIONS AT BUMPER |                 |                |
| 311-001   | DAYTIME RUNNING LIGHTS   |                 |                |
| 294-1AU   | INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS<br>GROMMET MOUNTED BELOW RAIL                           |                 |                |
| 300-043   | LED SIDE TURN SIGNAL   |                 |                |
| 744-1E0   | DUAL WEST COAST STAINLESS STEEL HEATED<br>MIRRORS WITH LH AND RH REMOTE                        |                 |                |
| 796-005   | 114 INCH EQUIPMENT WIDTH   |                 |                |
| 743-1AC   | LH AND RH 8 INCH STAINLESS STEEL CONVEX<br>MIRRORS MOUNTED BELOW PRIMARY<br>MIRRORS            |                 |                |
| 74A-001   | RH DOWN VIEW MIRROR  |                 |                |
| 729-001   | STANDARD SIDE/REAR REFLECTORS  |                 |                |
| 677-098   | UNPOLISHED ALUMINUM WST<br>AFTERTREATMENT SYSTEM COVER   |                 |                |
| 768-064   | SINGLE SOLAR TINTED REAR WINDOW, (1) 31<br>INCH X 20 INCH                                      |                 |                |
| 663-019   | 1-PIECE ROPED-IN SOLAR GREEN GLASS<br>WINDSHIELD   |                 |                |
| 659-006   | 8 LITER (2 GAL) WINDSHIELD WASHER<br>RESERVOIR, CAB MOUNTED, WITH FLUID<br>LEVEL INDICATOR     |                 |                |

#### Cab Interior

|         |  |
|---------|--|
| 055-015 | X-SERIES BASE INTERIOR TRIM LEVEL<br>PACKAGE                         |
| 707-1C3 | CHARCOAL BLACK VINYL BASE LEVEL<br>INTERIOR                          |
| 70K-016 | CARBON WITH BASE BLACK ACCENT  |
| 772-001 | BLACK MATS   |
| 785-014 | (2) DASH MOUNTED POWER OUTLETS AND<br>COIN TRAY                      |
| 691-001 | FORWARD ROOF MOUNTED CONSOLE   |
| 693-019 | LH AND RH DOOR STORAGE POCKETS<br>INTEGRATED INTO MOLDED DOOR PANELS |
| 741-015 | (2) COAT HOOKS ON BACKWALL OF CAB                                    |

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| Data Code | Description   | Weight<br>Front | Weight<br>Rear |
|-----------|---|-----------------|----------------|
| 738-021   | DIGITAL ALARM CLOCK IN DRIVER DISPLAY   |                 |                |
| 170-015   | STANDARD HEATER PLUMBING  |                 |                |
| 698-001   | RADIATOR MOUNTED AIR CONDITIONER<br>CONDENSER   |                 |                |
| 739-033   | STANDARD INSULATION   |                 |                |
| 324-1B3   | STANDARD LED CAB LIGHTING   |                 |                |
| 787-004   | REMOTE KEYLESS ENTRY AND 2<br>TRANSMITTERS  |                 |                |
| 657-001   | DOOR LOCKS AND IGNITION SWITCH KEYED<br>THE SAME  |                 |                |
| 78G-002   | KEY QUANTITY OF 2   |                 |                |
| 655-028   | LH AND RH ELECTRIC DOOR LOCKS WITH<br>AUTO UNLOCK FEATURE WHEN DOOR IS SET<br>FROM OPEN TO CLOSED POSITION            |                 |                |
| 64C-003   | BLACK DOOR HANDLES  |                 |                |
| 756-1J5   | BASIC 2.0 HIGH BACK AIR SUSPENSION DRIVER<br>SEAT WITH 1 CHAMBER AIR LUMBAR,<br>INTEGRATED CUSHION EXTENSION AND TILT |                 |                |
| 760-998   | NO FRONT PASSENGER SEAT   | -30             |                |
| 759-007   | DUAL DRIVER SEAT ARMRESTS, NO<br>PASSENGER SEAT ARMRESTS  |                 |                |
| 758-135   | BLACK MORDURA CLOTH DRIVER SEAT COVER<br>WITH EMBROIDERED LOGO  |                 |                |
| 761-135   | BLACK MORDURA CLOTH PASSENGER SEAT<br>COVER WITH EMBROIDERED LOGO   |                 |                |
| 763-008   | 3 POINT ADJUSTABLE D-RING RETRACTOR<br>DRIVER SEAT BELT; NO PASSENGER SEAT<br>BELT                                    |                 |                |
| 532-002   | ADJUSTABLE TILT AND TELESCOPING<br>STEERING COLUMN  |                 |                |
| 540-044   | 4-SPOKE 18 INCH (450MM) BLACK STEERING<br>WHEEL WITH SWITCHES   |                 |                |
| 765-002   | DRIVER AND PASSENGER INTERIOR SUN<br>VISORS   |                 |                |

#### Instruments & Controls

|         |   |
|---------|---|
| 185-004 | STANDARD FOOT PEDAL SYSTEM                              |
| 106-002 | ELECTRONIC ACCELERATOR CONTROL                          |
| 87L-001 | ENGINE REMOTE INTERFACE WITH PARK<br>BRAKE INTERLOCK    |
| 870-001 | BLACK GAUGE BEZELS                                      |
| 734-018 | STANDARD CENTER INSTRUMENT PANEL                        |
| 840-001 | DUAL NEEDLE PRIMARY AND SECONDARY AIR<br>PRESSURE GAUGE |

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| Data Code | Description  | Weight<br>Front | Weight<br>Rear |
|-----------|--|-----------------|----------------|
| 198-002   | INTAKE MOUNTED AIR RESTRICTION<br>INDICATOR WITH GRADUATIONS   |                 |                |
| 149-015   | ELECTRONIC CRUISE CONTROL WITH<br>CONTROLS ON STEERING WHEEL SPOKES  |                 |                |
| 156-007   | KEY OPERATED IGNITION SWITCH AND<br>INTEGRAL START POSITION; 4 POSITION<br>OFF/RUN/START/ACCESSORY         |                 |                |
| 811-044   | PREMIUM INSTRUMENT CLUSTER WITH 5.0<br>INCH TFT COLOR DISPLAY  |                 |                |
| 81B-003   | DIGITAL PANEL LAMP DIMMER SWITCH IN<br>DRIVER DISPLAY  |                 |                |
| 160-045   | HEAVY DUTY ONBOARD DIAGNOSTICS<br>INTERFACE CONNECTOR WITH DUST CAP<br>LOCATED BELOW LH DASH               |                 |                |
| 844-001   | 2 INCH ELECTRIC FUEL GAUGE   |                 |                |
| 856-001   | ELECTRICAL ENGINE COOLANT TEMPERATURE<br>GAUGE   |                 |                |
| 854-008   | DIGITAL ENGINE OIL TEMPERATURE IN DRIVER<br>DISPLAY  |                 |                |
| 852-002   | ELECTRIC ENGINE OIL PRESSURE GAUGE   |                 |                |
| 864-001   | 2 INCH TRANSMISSION OIL TEMPERATURE<br>GAUGE   |                 |                |
| 867-004   | ELECTRONIC OUTSIDE TEMPERATURE<br>SENSOR DISPLAY IN DRIVER MESSAGE<br>CENTER                               |                 |                |
| 830-031   | ENGINE, TRIP AND PTO HOUR METERS<br>INTEGRAL WITHIN DRIVER DISPLAY   |                 |                |
| 372-123   | PTO CONTROLS FOR ENHANCED VEHICLE<br>ELECTRIC/ELECTRONIC ARCHITECTURE                                      |                 |                |
| 736-998   | NO OBSTACLE DETECTION SYSTEM   |                 |                |
| 72J-998   | NO DR ASSIST SYSTEM  |                 |                |
| 49B-998   | NO VEHICLE STABILITY ADVISOR OR CONTROL  |                 |                |
| 73B-998   | NO LANE DEPARTURE WARNING SYSTEM   |                 |                |
| 6TS-005   | TMC RP1226 ACCESSORY CONNECTOR<br>LOCATED BEHIND PASSENGER SIDE<br>REMOVEABLE DASH PANEL                   |                 |                |
| 746-135   | AM/FM/WB WORLD TUNER RADIO WITH<br>SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB<br>AND AUXILIARY INPUTS, J1939 |                 |                |
| 747-001   | DASH MOUNTED RADIO   |                 |                |
| 750-041   | STANDARD SPEAKER SYSTEM  |                 |                |
| 753-998   | NO AM/FM RADIO ANTENNA   |                 |                |
| 748-006   | POWER AND GROUND WIRING PROVISION<br>OVERHEAD  |                 |                |



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| Data Code | Description   | Weight<br>Front | Weight<br>Rear |
|-----------|---|-----------------|----------------|
| 749-001   | ROOF/OVERHEAD CONSOLE CB RADIO<br>PROVISION   |                 |                |
| 751-001   | SINGLE REMOTE SPEAKER WITH LEAD FOR 2-<br>WAY RADIO   |                 |                |
| 752-043   | SINGLE LH SIDE OF CAB MOUNTED CB<br>ANTENNA WITH HEAVY DUTY (RG8) COAX<br>CABLES                        | 2               |                |
| 75W-001   | HEADLINER MULTI-BAND ANTENNA:<br>AM/FM/WEATHERBAND, WIFI/BLUETOOTH,<br>GNSS/GPS                         |                 |                |
| 78C-003   | INTEROPERABLE SDAR ANTENNA  |                 |                |
| 75A-017   | UHF/VHF RADIO POWER/GROUND HARNESS<br>AND MOUNTING TO TOP OF DASH                                       |                 |                |
| 810-027   | ELECTRONIC MPH SPEEDOMETER WITH<br>SECONDARY KPH SCALE, WITHOUT<br>ODOMETER                             |                 |                |
| 812-032   | ELECTRONIC 2500 RPM TACHOMETER  |                 |                |
| 813-1C8   | DETROIT CONNECT PLATFORM HARDWARE   |                 |                |
| 162-002   | IGNITION SWITCH CONTROLLED ENGINE STOP  |                 |                |
| 81Y-005   | PRE-TRIP INSPECTION FEATURE FOR<br>EXTERIOR LAMPS ONLY  |                 |                |
| 482-001   | BW TRACTOR PROTECTION VALVE   |                 |                |
| 883-001   | TRAILER HAND CONTROL BRAKE VALVE  | 2               |                |
| 842-998   | NO TURBO AIR PRESSURE GAUGE   |                 |                |
| 836-015   | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH<br>DRIVER DISPLAY   |                 |                |
| 304-030   | ROTARY HEADLAMP SWITCH, MARKER<br>LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT<br>FOR OPTIONAL FOG/ROAD LAMPS |                 |                |
| 882-021   | TWO VALVE PARKING BRAKE SYSTEM WITH<br>DASH VALVE CONTROL AUTONEUTRAL AND<br>WARNING INDICATOR          |                 |                |
| 299-020   | SELF CANCELING TURN SIGNAL SWITCH WITH<br>DIMMER, HEADLAMP FLASH,<br>WASH/WIPE/INTERMITTENT             |                 |                |

#### Design

|         |                        |
|---------|------------------------|
| 065-000 | PAINT: ONE SOLID COLOR |
|---------|------------------------|

#### Color

|         |   |
|---------|---|
| 980-5F6 | CAB COLOR A: L0006EY WHITE ELITE EY                                   |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS<br>PAINT                      |
| 962-972 | POWDER WHITE (N0006EA) FRONT<br>WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) |

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|-----------|--|-----------------|----------------|
| 966-972   | POWDER WHITE (N0006EA) REAR<br>WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) |                 |                |

#### Certification / Compliance

|         |  |
|---------|--|
| 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES<br>CABS AND GLIDER KITS |
|---------|--|

#### Secondary Factory Options

|         |  |
|---------|--|
| 999-014 | DEALER HAS BEEN ADVISED OF AND<br>ACCEPTED RESPONSIBILITY FOR<br>MODIFICATIONS DUE TO POSSIBLE<br>PTO/CHASSIS INTERFERENCE |
|---------|--|

### TOTAL VEHICLE SUMMARY

#### Weight Summary

|                             | Weight<br>Front | Weight<br>Rear | Total<br>Weight |
|-----------------------------|-----------------|----------------|-----------------|
| Factory Weight <sup>+</sup> | 9499 lbs        | 8829 lbs       | 18328 lbs       |
| Dealer Installed Options    | 0 lbs           | 0 lbs          | 0 lbs           |
| Total Weight <sup>+</sup>   | 9499 lbs        | 8829 lbs       | 18328 lbs       |

#### Extended Warranty

|         |  |
|---------|--|
| WAI-5TX | CUM EPA 2017 X12: HD1 5 YEARS / 100,000 MILES / 161,000 KM<br>EXTENDED WARRANTY. FEX APPLIES.                |
| WAX-159 | CUM EPA 2017 X12: AT3 5 YEARS / 100,000 MILES / 161,000 KM<br>AFTERTREATMENT. FEX APPLIES.                   |
| WAK-140 | ALLISON 4500 RDS SERIES TRANSMISSION EXTENDED<br>WARRANTY, 5 YEARS/UNLIMITED MILES FEX                       |
| WAG-042 | TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING<br>COVERAGE \$1200 CAP FEX APPLIES                        |
| WBA-002 | FREIGHTLINER/WESTERN STAR ROADSIDE ASSISTANCE<br>PROGRAM: BREAKDOWN SERVICES PROVIDED BY FLEETNET<br>AMERICA |

#### Dealer Installed Options

Application Version 11.7.501  
Data Version PRL-27X.011  
16 ft 2024 MY pricing City of LaVista  
X...

09/15/2022 10:51 AM

Page 15 of 17

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|                                |  | Weight<br>Front | Weight<br>Rear |
|--------------------------------|--|-----------------|----------------|
| LOC3                           | HENDERSON BODY QUOTE FOR 16' BODY<br>WITH 60" SIDES PER ATTACHED COPY OF<br>QUOTE FROM ASPEN EQUIPMENT | 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

### WESTERN STAR 47X

SET FORWARD AXLE - TRUCK  
CUM X12 475V HP @ 1900 RPM, 1700 LB-FT @ 1000  
RPM, 2000 GOV RPM, VOC  
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH  
PTO PROVISION  
RT-46-160 46,000# 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# TAPERLEAF FRONT SUSPENSION  
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB  
6090MM (240 INCH) WHEELBASE, SFA ONLY  
13.0MM X 87.0MM X 311.0MM STEEL FRAME  
(0.51X3.43X12.24 INCH) 120 KSI  
1575MM (62 INCH) REAR FRAME OVERHANG

|                           |                      |    | PER UNIT |    | TOTAL   |
|---------------------------|----------------------|----|----------|----|---------|
| VEHICLE PRICE             | TOTAL # OF UNITS (1) | \$ | 143,400  | \$ | 143,400 |
| EXTENDED WARRANTY         |                      | \$ | 3,964    | \$ | 3,964   |
| DEALER INSTALLED OPTIONS  |                      | \$ | 178,767  | \$ | 178,767 |
| CUSTOMER PRICE BEFORE TAX |                      | \$ | 326,131  | \$ | 326,131 |

### TAXES AND FEES

|                          |    |       |    |       |
|--------------------------|----|-------|----|-------|
| FEDERAL EXCISE TAX (FET) | \$ | (358) | \$ | (358) |
| TAXES AND FEES           | \$ | 0     | \$ | 0     |
| OTHER CHARGES            | \$ | 0     | \$ | 0     |

### TRADE-IN

|                    |    |     |    |     |
|--------------------|----|-----|----|-----|
| TRADE-IN ALLOWANCE | \$ | (0) | \$ | (0) |
|--------------------|----|-----|----|-----|

|             |                  |    |         |    |         |
|-------------|------------------|----|---------|----|---------|
| BALANCE DUE | (LOCAL CURRENCY) | \$ | 325,773 | \$ | 325,773 |
|-------------|------------------|----|---------|----|---------|

#### 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@dtfoffers.com](mailto:Information@dtfoffers.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).



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 - Fax: (952)656-7159 - Website: 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-44778-11-47-v1 | <b>Quote Date:</b> 8/5/2022                        |
| <b>Address:</b> 8116 Park View Blvd<br>Lavista Ne<br>68128 | <b>Ship To:</b>   | <b>Order Date:</b> <b>NEED</b>                     |
|  | <b>Ship Via:</b>  | <b>Date Wanted:</b> <b>REQUIRED</b>                |
| <b>Contact:</b>  | <b>Pick-up/Delivery Instructions:</b>                       | <b>PO#</b> <b>REQUIRED</b>                         |
| <b>Phone:</b> 402-331-7827                                 | <b>REQUIRED</b>   | <b>Sales Person:</b> Clark Stubbendeck             |
| <b>Fax:</b> 402-331-4375                                   | <b>F.O.B.: Omaha, NE</b>                                    | <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 |
| <b>Bill To:</b>  |   |  |

| Qty | Part/Specification Number | Description   | Installed    |
|-----|---------------------------|---|--------------|
| 1   | PAINT BODY                | SINGLE STAGE ENAMEL PAINT BLACK GREY WHITE  | \$178,767.00 |
| 1   | HYDRAULICS                | FORCE HYDRAULICS  |              |
| 1   | HENDERSON DUMP BODY       | 16' HENDERSON MARK E DUMP body and 60" sides  |              |
| 1   | HENDERSON 8' WING         | 8' MID MOUNT WING   |              |
| 1   | HENDERSON 11' RSP BLADE   | RSP-11' FULL TRIP 201SS   |              |
| 1   | FSH II SPREADER           | FSHII 201SS 15' DUAL AUGER SALT/SAND SPREADER   |              |
| 1   | HENDERSON PREWET          | DUAL 200 GAL PRE-WET SYSTEM   |              |
| 1   | 1.5                       | Installation Price of Henderson Model Mark E Body   |              |
| 1   | 1.104                     | Solenoid activated air-tailgate latch valve ILO Std (Standard Application)  |              |
| 2   | 1.220                     | Work light, (LED) for sander or wing  |              |
| 1   | 1.223                     | Junction box for strobes, chassis lights, works lights, etc (Where applicable)  |              |
| 1   | 2.1                       | Installation Price of Telescopic Hoist  |              |
| 1   | 2.2                       | Cable operated hoist limitation valve (standard w/hoist)  |              |
| 1   | 4.1                       | Installation as mid mount, behind cab,<br>Price includes all labor, hose and fittings and plumbing to existing hydraulic valve. Truck frame must be clean and unobstructed (bulkhead couplers standard) |              |
| 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   | 6.1                       | Installation of Selected Plow (Plow Side Only)  |              |
| 1   | 6.12                      | ½" rubber deflector, installed  |              |
| 1   | 6.13                      | Sight markers   |              |
| 1   | 7.0 Pup Hitch             | Not Quoted  |              |
| 1   | 8.1                       | Installation (Slip In Mount) of Sander, price includes hose, fittings labor etc. to plumb from existing valve   |              |
| 1   | 8.128                     | FMVSS 108 Lights (marker lights & s light cluster)  |              |
| 1   | 8.134                     | Install PWS-H hydraulic Prewet kit  |              |
| 1   | 9.1                       | Installation (Hose, plumbing, hardware, labor, etc.) of hydraulics from reservoir to pump to valve  |              |
| 1   | 9.240                     | 5100EX-9F Force closed loop w/ granular sensor  |              |
| 1   | 10.0 Air Bags             | Not Quoted  |              |

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, LLC.

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

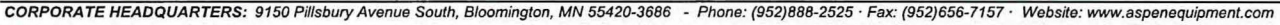
Accepted by: \_\_\_\_\_

Firm Name of Purchaser: \_\_\_\_\_

Received by: \_\_\_\_\_

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





|  |  |  |
|--|--|--|
| <b>Cust Name:</b> City Of La Vista                         | <b>Quote Number:</b>                   | <b>Quote Date:</b> 8/5/2022                        |
| <b>Address:</b> 8116 Park View Blvd<br>Lavista Ne<br>68128 | CITY OF LA VISTA-96-HEN-44778-11-47-v1 | <b>Order Date:</b> NEED                            |
|  | <b>Ship To:</b>                        | <b>Date Wanted:</b> REQUIRED                       |
|  | <b>Ship Via:</b>                       | <b>PO#</b> REQUIRED                                |
| <b>Contact:</b>  | <b>Pick-up/Delivery Instructions:</b>  | <b>Sales Person:</b> Clark Stubbendeck             |
| <b>Phone:</b> 402-331-7827                                 | REQUIRED                               | <b>Chassis Purchaser:</b> NA                       |
| <b>Fax:</b> 402-331-4375                                   | <b>F.O.B.:</b> Omaha, NE               | <b>Order Type:</b> Installed                       |
| <b>Dealership:</b>   | <b>AEC#</b>                            | <b>Express Warranties:</b> Manufacturer's Standard |
| <b>Contact:</b>  | <b>Special Instructions:</b>           |  |
| <b>Bill To:</b>  |  |  |

| Qty | Part/Specification Number | Description  | Installed |
|-----|---------------------------|--|-----------|
|     |                           | <p>Tax Note:                      Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice</p> |           |

| Year                                 | Make/Model | Complete Description - Include Attachments | Serial# | Allowance           |
|--------------------------------------|------------|--|---------|---------------------|
|                                      |            |  |         |                     |
|                                      |            |  |         |                     |
| <b>Payment Terms of Sales Order:</b> |            |  |         | <b>Installed</b>    |
| C.O.D.                               |            |  |         |                     |
| Sales Order Total                    |            |  |         | \$178,767.00        |
|                                      |            |  |         |                     |
|                                      |            |  |         |                     |
| Trade in Allowance                   |            |  |         | \$0.00              |
| Sales Tax %                          | 0.000%     | Non-Taxable Freight / Delivery: \$0.00     |         | \$0.00              |
| Estimated FET                        | \$0.00     |  |         | \$0.00              |
| Transit Tax                          | \$0.00     | Registration Fee \$0.00                    |         | \$0.00              |
| Down Payment                         |            |  |         | \$0.00              |
| <b>Unpaid Balance</b>                |            |  |         | <b>\$178,767.00</b> |

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





CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 - Fax: (952)656-7159 - Website: [www.aspenequipment.com](http://www.aspenequipment.com)

## ASPEN EQUIPMENT, LLC

### TERMS AND CONDITIONS OF SALE

**1) Offer, Governing Provisions, Cancellation and Termination.** This document is an offer or counter-offer by ASPEN EQUIPMENT, LLC ("Seller") to sell the goods and/or services that are identified in this document to the buyer identified in this document ("Buyer") in accordance with these Terms and Conditions of Sale ("Terms and Conditions"). It is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are subject to, and are expressly conditioned upon assent to, these Terms and Conditions. Seller hereby objects to any additional or different terms or conditions, and notifies Buyer that Seller is unwilling to sell on any terms or conditions other than these Terms and Conditions. These Terms and Conditions and the additional terms and conditions contained in or attached to this document, as supplemented by agreed upon quantities and shipping dates (collectively, the "Agreement"), shall be the entire agreement between Seller and Buyer on the subject of the transactions described herein; and there are no conditions to this Agreement that are not expressed herein. This offer and the agreement shall be governed by and construed according to the laws of the State of Wisconsin (without reference to principles of conflicts of laws). Buyer irrevocably consents to the jurisdiction of the courts in the State of Wisconsin with venue in Milwaukee County and to the Wisconsin Eastern District Court in Milwaukee, WI. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. convention on contracts for the international sale of goods. No accepted offer and no order may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing; and no changes to this document or the Agreement will be binding unless set forth in writing and manually signed by Seller in an Order Acknowledgment. This offer may be revoked by Seller at any time before it is accepted by Buyer, and shall automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then. In addition to any other remedies that Seller may have, Seller may terminate any Order with immediate effect upon written notice to Buyer, if Buyer: (i) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller may also terminate any Order without cause on ninety (90) days prior written notice to Buyer. Neither Buyer's acceptance of this offer nor any conduct by Seller (including but not limited to shipment of goods) shall oblige Seller to sell to Buyer any quantity of goods in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.

**2) Price.** Unless otherwise specified on the face of this document or agreed to in writing, the price for goods or services sold hereunder shall be Seller's list price in effect as of the date of Buyer's order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller's cost of producing or procuring the goods. Prices are stated and payable in the currency set forth in the price list.

**3) Credit Approval; Payment Terms.** All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion; and if such approval is withheld, payment shall be due in advance of Seller's performance. Except as otherwise agreed to in writing or otherwise provided on the face of this document or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (i) 18% per year, or (ii) the highest rate permitted by applicable law, on accounts more than 30 calendar days past due. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller may, in addition to its rights and remedies provided hereunder or at law or equity, five (5) days after providing written notice of nonpayment to Buyer, (a) defer or suspend further shipments or provision of goods until Buyer reestablishes satisfactory credit, (b) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship or provide goods, (c) terminate any order, (d) make shipment of goods to Buyer on a C.O.D. or cash in advance basis, or (e) refuse any new order until Buyer reestablishes satisfactory credit. If production or shipment of completed goods, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer shall pay, the percentage of the purchase price corresponding to the percentage of completion; in addition, Buyer shall compensate Seller for storage of completed goods or work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities.

**4) Taxes and Other Charges.** Any cargo insurance, manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, import, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.

**5) Security Interest.** Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all goods sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, all spare parts and components therefor, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer hereby authorizes Seller and its agents to file any financing statements and other documents necessary to create, perfect and maintain the security interest granted hereunder.

**6) Delivery, Claims and Force Majeure.** Unless otherwise provided on the face of this document or agreed to in writing, goods shall be delivered, ex works Seller's loading dock (as defined in Incoterms 2010). Delivery of goods to the carrier shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be invoiced upon shipment of the first installment and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, epidemic, pandemic, quarantine, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, at Seller's option, Seller may: (i) extend the date of delivery for a period equal to the time lost because of the delay, or (ii) terminate the corresponding Order(s) by providing written notice to Buyer. All timeframes provided by Seller, whether verbally or in writing, are good faith estimates of the expected delivery date for the goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated, but in no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframes or deadlines or for termination of any Order, including, without limitation, incidental or consequential damages arising therefrom.

**7) Retention of title.** Goods shall remain the property of Seller until the date of full payment by Buyer. Until that time Buyer shall hold the goods as Seller's fiduciary agent and shall keep the goods properly stored, protected and insured. If necessary, Buyer shall carry out all actions necessary to evidence Seller's retention of title, including, without limitation, completing filings with public registers, affixing labels or seals on the goods, as may be required by applicable law. Buyer shall have the right to process goods only in the ordinary course of business. Proceeds deriving from such actions shall be promptly transferred to Seller. The right of Buyer to process goods in the ordinary course of business shall cease immediately in the event of nonpayment and Seller shall have the right to enter Buyer's premises and repossess the goods. In the event of an action by a third party seeking to take possession of the goods delivered by Seller and not fully paid by Buyer, Buyer shall notify such party of Seller's ownership and title of such goods, and Buyer shall immediately notify Seller of such situation. Buyer shall bear the costs of any intervention by Seller.

**8) Work by Others; Safety Devices.** Seller shall have no responsibility for labor or work performed by Buyer or others, including, without limitation, work relating to design, manufacture, fabrication, use, installation, or provision of goods. Buyer is solely responsible for furnishing, and requiring its employees and customers to use, all safety devices, guards and safe operating procedures required by law and as set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting all operators' manuals, safety standards/regulations and other sources of safety standards and regulations applicable to the use and operation of the goods.

**9) Warranties.** The goods sold by Seller to Buyer are warranted by their original manufacturer. Seller will provide reasonable assistance to Buyer in processing warranty claims submitted, on behalf of Buyer, to the original manufacturer. This warranty is exclusive and in lieu of all other warranties, whether written, oral or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for a particular purpose.

**10) LIMITATION OF LIABILITY.** Seller's liability with respect to the goods or services sold hereunder shall be limited to the warranty provided in Section 9 of these Terms and Conditions and, with respect to any other breaches of its contract with Buyer, shall be limited to the contract price. Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or under other theories of law or equity, with respect to goods or services sold by seller, including, without limitation, the sale of goods modified at the request of buyer, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses.

**11) Installation.** If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall install the goods in accordance with any Seller instructions. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) arising from or otherwise connected with Buyer's or its agent's failure to properly install the goods.

**12) Assignment.** Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without such consent will be void and of no effect or consequence.

**13) No Waiver.** No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.



**14) Cost of Collection.** In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.

**15) Insurance.** Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer has made full payment of all amounts due Seller, and shall provide evidence of this insurance, upon request by Seller. Should Buyer fail to comply with these requirements, Seller may, at Seller's sole discretion, within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.

**16) Second-hand or used Goods.** If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are being sold to Buyer as is, where is, and with all faults, if any. Seller specifically disclaims any and all warranties and representations of any nature whatsoever, express or implied, with respect to the goods, including, without limitation, any implied warranty of satisfactory condition, quality or fitness for a particular purpose, and any warranty arising by course of dealing or usage of trade.

**17) Services.** The following terms shall also apply to all services being provided by Seller: (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is in workmanship (and not the result of ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or disasters such as fire, flood, wind and lightning; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; any products or parts not manufactured by Seller), provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services; (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods. (c) If the goods are not paid for and collected from Seller's premises within twenty (20) of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves a site it determines not safe and/or suitable.

**18) Compliance.** Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer. Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.

**19) Government Contracts.** Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.

Signature: \_\_\_\_\_

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2022 AGENDA**

| <b>Subject:</b>                               | <b>Type:</b>                              | <b>Submitted By:</b>            |
|---|---|---------------------------------|
| AUTHORIZE PURCHASE –<br>AWE EDUCATIONAL UNITS | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | ROSE BARCAL<br>LIBRARY DIRECTOR |

**SYNOPSIS**

A resolution has been prepared approving the purchase of three (3) AWE educational units for the library's Youth Division in an amount not to exceed \$8,655.00.

**FISCAL IMPACT**

The FY23 Library budget includes funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The AWE educational units are all-in-one, touch-screen units which provide literacy focused digital learning solutions for early learners specifically designed for public libraries. We have worked with AWE Learning since June of 2012. Since that time, the popularity of these units has grown substantially. We currently have a total of five units, three for younger users and two for older children.

Each of the units is updated approximately every four (4) years. In January of 2022 two units were updated using American Rescue Plan Act funding made available through the Nebraska Library Commission. This request would update the remaining three (3) units. AWE Learning is a unique vendor and the only one to offer this product.

On October 24, 2022, we were notified by AWE Learning of a sale which expired at the end of October. Library staff worked with AWE to extend the sale pricing by two days to allow for this item to be placed on the November 1, 2022 City Council agenda for approval. This sale pricing will save the City \$2,420 over the regular price.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF THREE (3) AWE EDUCATIONAL UNITS IN AN AMOUNT NOT TO EXCEED \$8,655.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of three (3) AWE educational units is necessary; and

WHEREAS, the FY23 Library Budget provides includes 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 three (3) AWE educational units in an amount not to exceed \$8,655.00.

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

# Inspiring discovery. **AWE** Preparing lives.<sup>®</sup> LEARNING

## Friends & Family Purchase Quotation

Quotation developed for: Jean Hurst Date: October 25, 2022  
Organization ("Customer"): La Vista Public Library Valid until: October 27, 2022  
New Customer? ☐

Please open your product upon receipt to confirm a safe delivery.  
You have 30 days to request an exchange for equipment damaged in shipping.

| Item Number   | Product  | Quantity | Unit Cost   | Total       |
|---|--|----------|-------------|-------------|
| <b>AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty</b> |  |          |             |             |
| ELS   | Early Literacy Station   | 1        | \$ 3,449.00 | \$ 3,449.00 |
| ASE   | After School Edge  | 2        | \$ 3,499.00 | \$ 6,998.00 |
| <b>Warranty &amp; Upgrades Extend Plan (for All-in-one's only):</b>                 |  |          |             |             |
| EXTEND1   | 1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 yrs.) | 0        | \$ 550.00   | \$ -        |
| EXTEND2   | 2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.) | 0        | \$ 1,100.00 | \$ -        |
| <b>Options:</b>   |  |          |             |             |
| DJHP-AWE  | AWE headphones with volume control, 90-Day limited warranty                          | 0        | \$ 39.50    | \$ -        |
| Y SPLITTER  | Audio Y-splitter cable, 6 inch (allows 2 set of headphones simultaneously)           | 0        | \$ 8.25     | \$ -        |
| REPLUG  | Replug Mini-Stereo Breakaway Audio Adapter   | 0        | \$ 24.25    | \$ -        |
| AIO STAND   | Enhanced Support Stand (for All-in-One units) HP _____ DELL _____                    | 0        | \$ 181.50   | \$ -        |
| LTM0-AWE  | Little Mouse - Optical USB (one included with each system purchase)                  | 0        | \$ 33.00    | \$ -        |
| LB2B-AWE  | Keyboard w/ colored keys (one included with each system purchase)                    | 0        | \$ 33.00    | \$ -        |
| MOUSE PAD   | AWE Mouse Pad  | 0        | \$ 6.50     | \$ -        |

### Customer Trade In Program :

| S/N:         | S/N: |
|--------------|------|
| D9PTBX020131 |      |
| D9PTBX020125 |      |
| E2PTBX004999 |      |

DISCOUNT Friends & Family  
DISCOUNT Trade In Program  
\*SHIPPING  
SHIPPING

15.00% \$ (1,567.05) -\$1,567.00  
\$ (150.00) \$ (450.00) -\$450.00  
Shipping - All-In-Ones 3 \$ 75.00 \$225.00  
Shipping - Stands 0 \$ 20.00 \$0.00  
Estimated Total **0.000%** \$ -  
**TOTAL \$8,655.00**

Market: Library (LIB-LIP)

AWE Acquisition, Inc.

Kirk Hall 10/25/2022  
(Signature) Date

Kirk Hall  
(Print Name)  
Senior Account Executive  
(Title)

\* All invoices are sent via email

### Bill To Information

Name: Jean Hurst  
Organization: La Vista Public Library  
Address: 9110 Giles Road  
City, State, Zip: La Vista, NE 68128  
Phone / Fax: 402-537-3900  
Email: jhurst@cityoflavista.org

### Ship To Information

Name: Jean Hurst  
Organization: La Vista Public Library  
Address: 9110 Giles Road  
City, State, Zip: La Vista, NE 68128  
Phone / Fax: 402-537-3900  
Email: jhurst@cityoflavista.org

PAYMENT TYPE: ☐ Net 15 Terms or Credit Card: ☐ VISA ☐ MC ☐ DISC ☐ AMEX / # \_\_\_\_\_ EXP. \_\_\_\_\_

### NAME ON CREDIT CARD (If Applicable):

Key (primary AWE) Contact NAME: \_\_\_\_\_ same \_\_\_\_\_ Email: \_\_\_\_\_ same \_\_\_\_\_ Phone: \_\_\_\_\_ same \_\_\_\_\_  
Warranty & Upgrade Contact NAME: \_\_\_\_\_ same \_\_\_\_\_ Email: \_\_\_\_\_ same \_\_\_\_\_ Phone: \_\_\_\_\_ same \_\_\_\_\_

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Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013  
Phone (610) 833-6400 • Fax (610) 833-6440 • Email: [orders@awelearning.com](mailto:orders@awelearning.com) • [www.awelearning.com](http://www.awelearning.com)

PENDING  
CITY COUNCIL  
APPROVAL

Nov 1, 2022  
Date  
Terms and Conditions which are  
by Drexler  
402-537-3939

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2022 AGENDA**

| <b>Subject:</b>                                  | <b>Type:</b>                              | <b>Submitted By:</b>                |
|--|---|-------------------------------------|
| AUTHORIZE PURCHASE –<br>JOHN DEERE GATOR TX TURF | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | SCOTT STOPAK<br>RECREATION DIRECTOR |

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) 2023 John Deere Gator TX Turf from Deere & Company, 2000 John Deere Run, Cary, NC in an amount not to exceed \$12,469.04.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Gator will be used by the Community Events Coordinator to assist with the production of events. The vendor has advised that pre orders are anticipated for delivery in early to mid summer 2023. The purchase of this Gator is being made off the Sourcewell Grounds Maintenance bid contract 031121-DAC (PG NB CG 70).

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) JOHN DEERE GATOR TX TURF FROM DEERE & COMPANY, CARY, NC IN AN AMOUNT NOT TO EXCEED \$12,469.04.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a John Deere Gator TX Turf is necessary; and

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

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any 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 one (1) John Deere Gator TX Turf from Deere & Company, Cary, NC in an amount not to exceed \$12,469.04.

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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



**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

- ☐ 2000 John Deere Run  
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

**For any questions, please contact:**

**Kenneth Kroeger**

Van-Wall Equipment, Inc.  
13747 Industrial Road  
Omaha, NE 68137

Tel: 402-891-1024

Mobile Phone: 402-690-2005

Email: [ken.kroeger@vanwall.com](mailto:ken.kroeger@vanwall.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

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**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.  
13747 Industrial Road  
Omaha, NE 68137  
402-891-1024  
mailbot.jd@vanwall.com

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**Quote Summary****Prepared For:**

CITY OF LAVISTA  
9900 CORNHUSKER RD  
LAVISTA, NE 68128  
Business: 402-331-8927  
blukasiewicz@cila-vista.ne.us

**Delivering Dealer:**

**Van-Wall Equipment, Inc.**  
Kenneth Kroeger  
13747 Industrial Road  
Omaha, NE 68137  
Phone: 402-891-1024  
Mobile: 402-690-2005  
ken.kroeger@vanwall.com

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**Quote ID:** 27661519  
**Created On:** 21 October 2022  
**Last Modified On:** 24 October 2022  
**Expiration Date:** 21 November 2022

| Equipment Summary  | Suggested List | Selling Price  | Qty | Extended     |
|--|----------------|----------------|-----|--------------|
| JOHN DEERE GATOR™TX Turf<br>(Model Year 2023)                            | \$ 15,989.16   | \$ 12,469.04 X | 1 = | \$ 12,469.04 |
| <b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) |                |                |     |              |
| <b>Price Effective Date:</b> October 20, 2022                            |                |                |     |              |

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|                        |                     |
|------------------------|---------------------|
| <b>Equipment Total</b> | <b>\$ 12,469.04</b> |
|------------------------|---------------------|

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\* Includes Fees and Non-contract items

**Quote Summary**

|                    |                     |
|--------------------|---------------------|
| Equipment Total    | \$ 12,469.04        |
| Trade In           |                     |
| SubTotal           | <b>\$ 12,469.04</b> |
| Est. Service       | \$ 0.00             |
| Agreement Tax      |                     |
| Total              | \$ 12,469.04        |
| Down Payment       | (0.00)              |
| Rental Applied     | (0.00)              |
| <b>Balance Due</b> | <b>\$ 12,469.04</b> |

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Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential

# Selling Equipment

**Quote Id:** 27661519      **Customer Name:** CITY OF LAVISTA

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.  
13747 Industrial Road  
Omaha, NE 68137  
402-891-1024  
mailbot.jd@vanwall.com

## JOHN DEERE GATOR™TX Turf (Model Year 2023)

**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

**Price Effective Date:** October 20, 2022

**Suggested List \***

\$ 15,989.16

**Selling Price \***

\$ 12,469.04

\* Price per item - includes Fees and Non-contract items

| Code   | Description  | Qty | List Price         | Discount% | Discount Amount  | Contract Price     | Extended Contract Price |
|--|--|-----|--------------------|-----------|------------------|--------------------|-------------------------|
| 559PM  | GATOR™TX Turf (Model Year 2023)  | 1   | \$ 13,599.00       | 24.00     | \$ 3,263.76      | \$ 10,335.24       | \$ 10,335.24            |
| <b>Standard Options - Per Unit</b>                 |  |     |                    |           |                  |                    |                         |
| 001A   | US/Canada  | 1   | \$ 0.00            | 24.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| 0507   | PR - Turf Tires including Cargo Box with Brake and Taillights and Spray-On Liner | 1   | \$ 0.00            | 24.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| 1015   | Turf Tires   | 1   | \$ 0.00            | 24.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| 2016   | Non Adjustable Seat  | 1   | \$ 0.00            | 24.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| 3003   | Deluxe Cargo Box with Brake and Taillights and Spray-On Liner                    | 1   | \$ 546.00          | 24.00     | \$ 131.04        | \$ 414.96          | \$ 414.96               |
| 3100   | Cargo Box Manual Lift  | 1   | \$ 0.00            | 24.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| 4099   | Less Front Protection Package  | 1   | \$ 0.00            | 24.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| 4199   | Less Rear Protection Package   | 1   | \$ 0.00            | 24.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| <b>Standard Options Total</b>                      |  |     | <b>\$ 546.00</b>   |           | <b>\$ 131.04</b> | <b>\$ 414.96</b>   | <b>\$ 414.96</b>        |
| <b>Dealer Attachments/Non-Contract/Open Market</b> |  |     |                    |           |                  |                    |                         |
| BUC11248   | Deluxe Light Kit   | 1   | \$ 522.16          | 24.00     | \$ 125.32        | \$ 396.84          | \$ 396.84               |
| 44010506   | Extended Lo Pro Canopy   | 1   | \$ 827.00          | 0.00      | \$ 0.00          | \$ 827.00          | \$ 827.00               |
| FW2002   | Folding Windshield   | 1   | \$ 245.00          | 0.00      | \$ 0.00          | \$ 245.00          | \$ 245.00               |
| <b>Dealer Attachments Total</b>                    |  |     | <b>\$ 1,594.16</b> |           | <b>\$ 125.32</b> | <b>\$ 1,468.84</b> | <b>\$ 1,468.84</b>      |
| <b>Value Added Services Total</b>                  |  |     |                    |           |                  |                    |                         |
|  |  |     | <b>\$ 0.00</b>     |           |                  | <b>\$ 0.00</b>     | <b>\$ 0.00</b>          |
| <b>Other Charges</b>                               |  |     |                    |           |                  |                    |                         |
| Customer Setup                                     |  | 1   | \$ 250.00          |           |                  | \$ 250.00          | \$ 250.00               |



JOHN DEERE

# Selling Equipment

Quote Id: 27661519      Customer Name: CITY OF LAVISTA

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.  
13747 Industrial Road  
Omaha, NE 68137  
402-891-1024  
mailbot.jd@vanwall.com

|                     |              |             |                           |
|---------------------|--------------|-------------|---------------------------|
|                     | \$ 250.00    | \$ 250.00   | \$ 250.00                 |
|                     |              |             |                           |
| Suggested Price     |              |             | \$ 12,469.04              |
| Total Selling Price | \$ 15,989.16 | \$ 3,520.12 | \$ 12,469.04 \$ 12,469.04 |

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2022 AGENDA**

| <b>Subject:</b>                     | <b>Type:</b>                              | <b>Submitted By:</b>                                    |
|-------------------------------------|---|---|
| AMEND THE COMPENSATION<br>ORDINANCE | RESOLUTION<br>◆ ORDINANCE<br>RECEIVE/FILE | KEVIN L. POKORNY<br>DIRECTOR OF ADMINISTRATIVE SERVICES |

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect the 1.5 percent increase in the pay ranges for part-time staff members.

**FISCAL IMPACT**

The FY23 municipal budget includes funding for the proposed amendments.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On September 6, 2022, Council approved and set the pay ranges for fiscal year 2022-2023 at a 1.5% increase to the full-time ranges. The part-time ranges were also to be increased by 1.5%. However, the compensation ordinance passed did not reflect that increase. Therefore, staff is recommending amending the compensation ordinance to reflect a 1.5% increase to the part-time wages only.

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

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HERewith; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$8,000 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$16,000 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

| Position   | Pay Grade |
|--|-----------|
| Asst. City Administrator/Dir. Community Services | 28        |
| City Clerk                                       | 22        |
| City Engineer                                    | 24        |
| Community Development Director                   | 25        |
| Director of Administrative Services              | 28        |
| Director of Public Works                         | 28        |
| Finance Director                                 | 25        |
| Human Resources Director                         | 25        |
| Library Director                                 | 22        |
| Police Chief/Director of Public Safety           | 28        |
| Recreation Director                              | 22        |

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

| Position  | Pay Grade |
|---|-----------|
| Accountant  | 19        |
| Assistant to City Administrator                   | 18        |
| Assistant Recreation Director                     | 19        |
| Building Superintendent                           | 20        |
| Chief Building Official                           | 20        |
| Communication Manager                             | 20        |
| Community Events Coordinator                      | 18        |
| Deputy City Clerk                                 | 16        |
| Deputy Director Public Works                      | 24        |
| Deputy Community Development Director             | 21        |
| Financial Analyst                                 | 18        |
| Information Technology Manager                    | 20        |
| Librarian II – Inter-Library Loan/Public Services | 16        |
| Librarian III - Assistant Director/Youth Services | 18        |
| Park Superintendent                               | 20        |
| Police Captain                                    | 23        |
| Police Records Manager/Office Manager             | 14        |

Position (salaried exempt cont.)

Pay Grade

|                                |    |
|--------------------------------|----|
| Police Training Director       | 20 |
| Police Training Instructor     | 16 |
| Senior Services Manager        | 18 |
| Street Superintendent          | 20 |
| Youth and Adult Sports Manager | 17 |

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

| Position                                   | Pay Grade |
|--|-----------|
| Administrative Assistant I                 | 5         |
| Administrative Assistant II                | 8         |
| Administrative Assistant III               | 10        |
| Assistant Planner                          | 17        |
| Building Inspector II                      | 16        |
| Building Maintenance Worker I              | 9         |
| Building Maintenance Worker II             | 11        |
| Building Technician                        | 13        |
| Code Enforcement Officer                   | 12        |
| Communication Specialist                   | 15        |
| Engineer Assistant                         | 18        |
| Executive Assistant                        | 13        |
| Human Resources Generalist                 | 15        |
| Landscape Gardener                         | 11        |
| Librarian I                                | 15        |
| Librarian II – Computer/Reference Services | 16        |
| Maintenance Worker I                       | 9         |
| Maintenance Worker II                      | 11        |
| Mechanic                                   | 11        |
| Park Foreman                               | 14        |
| Permit Technician                          | 8         |
| Police Sergeant                            | 426       |
| Police Officer                             | 423       |
| Police Data Entry Clerk                    | 6         |
| Sewer Foreman                              | 14        |
| Shop Foreman                               | 15        |
| Signal Technician                          | 14        |
| Street Foreman                             | 14        |

Section 7. Part-Time, Seasonal and Temporary Employees. The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

| Position                              | Pay Grade |
|---------------------------------------|-----------|
| Assistant Pool Manager                | C         |
| Circulation Clerk I                   | A         |
| Circulation Clerk II                  | D         |
| Clerical Assistant/Receptionist       | D         |
| Custodian                             | C         |
| Evidence Technician                   | F         |
| Intern/Special Projects               | D         |
| Lifeguard                             | A         |
| Part-time & Seasonal PW All Divisions | C         |
| Pool Manager                          | E         |
| Recreation Attendant                  | A         |
| Shop Assistant                        | C         |
| Special Services Bus Driver           | C         |
| Temporary/PT Professional (PW)        | H         |

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council.

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 20 of this Ordinance. For Fiscal year 2023 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 9. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 11. Health, Dental Life and Long-Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long-term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 12. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 13. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2018 through September 30, 2023," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full-time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours over time pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day



work period coinciding with the pay period established by Section 16 of this Ordinance.

- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$150.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked that encompass the annual La Vista celebration outside of their normally scheduled work day. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective

Section 14. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 15. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 16. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 17. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel

manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 18. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the workday.

Section 19. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section 20. Wage Tables.

Full Time Wages

| Grade |        | Minimum | Midpoint | Maximum | Grade |        | Minimum | Midpoint | Maximum |
|-------|--------|---------|----------|---------|-------|--------|---------|----------|---------|
| 32    | Hourly | 72.75   | 87.32    | 101.89  | 16    | Hourly | 26.79   | 32.15    | 37.51   |
|       | Annual | 151,329 | 181,629  | 211,930 |       | Annual | 55,715  | 66,868   | 78,022  |
| 31    | Hourly | 67.94   | 81.55    | 95.15   | 15    | Hourly | 25.37   | 30.46    | 35.54   |
|       | Annual | 141,322 | 169,619  | 197,915 |       | Annual | 52,779  | 63,354   | 73,929  |
| 30    | Hourly | 63.48   | 76.20    | 88.91   | 14    | Hourly | 24.08   | 28.90    | 33.73   |
|       | Annual | 132,044 | 158,487  | 184,930 |       | Annual | 50,079  | 60,118   | 70,157  |
| 29    | Hourly | 59.37   | 71.27    | 83.16   | 13    | Hourly | 22.89   | 27.48    | 32.06   |
|       | Annual | 123,493 | 148,233  | 172,972 |       | Annual | 47,615  | 57,150   | 66,686  |
| 28    | Hourly | 55.54   | 66.66    | 77.78   | 12    | Hourly | 21.76   | 26.12    | 30.47   |
|       | Annual | 115,522 | 138,654  | 161,787 |       | Annual | 45,257  | 54,322   | 63,386  |
| 27    | Hourly | 52.03   | 62.45    | 72.87   | 11    | Hourly | 20.73   | 24.88    | 29.03   |
|       | Annual | 108,215 | 129,890  | 151,565 |       | Annual | 43,115  | 51,750   | 60,386  |
| 26    | Hourly | 48.75   | 58.52    | 68.28   | 10    | Hourly | 19.78   | 23.75    | 27.71   |
|       | Annual | 101,401 | 121,715  | 142,029 |       | Annual | 41,143  | 49,393   | 57,643  |
| 25    | Hourly | 45.70   | 54.85    | 64.01   | 9     | Hourly | 18.89   | 22.68    | 26.46   |
|       | Annual | 95,058  | 114,097  | 133,136 |       | Annual | 39,300  | 47,165   | 55,029  |
| 24    | Hourly | 42.92   | 51.51    | 60.10   | 8     | Hourly | 18.08   | 21.70    | 25.32   |
|       | Annual | 89,272  | 107,143  | 125,015 |       | Annual | 37,607  | 45,140   | 52,672  |
| 23    | Hourly | 40.29   | 48.36    | 56.44   | 7     | Hourly | 17.33   | 20.80    | 24.26   |
|       | Annual | 83,808  | 100,597  | 117,386 |       | Annual | 36,043  | 43,254   | 50,465  |
| 22    | Hourly | 37.89   | 45.48    | 53.07   | 6     | Hourly | 16.62   | 19.95    | 23.28   |
|       | Annual | 78,815  | 94,597   | 110,379 |       | Annual | 34,564  | 41,497   | 48,429  |
| 21    | Hourly | 35.68   | 42.82    | 49.97   | 5     | Hourly | 15.98   | 19.18    | 22.38   |
|       | Annual | 74,208  | 89,068   | 103,929 |       | Annual | 33,236  | 39,889   | 46,543  |
| 20    | Hourly | 33.62   | 40.35    | 47.09   | 4     | Hourly | 15.35   | 18.43    | 21.50   |
|       | Annual | 69,922  | 83,936   | 97,950  |       | Annual | 31,929  | 38,325   | 44,722  |
| 19    | Hourly | 31.70   | 38.05    | 44.40   | 3     | Hourly | 14.81   | 17.78    | 20.75   |
|       | Annual | 65,936  | 79,147   | 92,358  |       | Annual | 30,814  | 36,986   | 43,157  |
| 18    | Hourly | 29.95   | 35.94    | 41.94   | 2     | Hourly | 14.30   | 17.16    | 20.03   |
|       | Annual | 62,293  | 74,765   | 87,236  |       | Annual | 29,743  | 35,700   | 41,657  |
| 17    | Hourly | 28.30   | 33.97    | 39.63   |       |        |         |          |         |
|       | Annual | 58,865  | 70,650   | 82,436  |       |        |         |          |         |

Part-Time, Seasonal and Temporary  
Employee Wages

| Grade |        | Minimum                         | Midpoint                        | Maximum                         |
|-------|--------|---------------------------------|---------------------------------|---------------------------------|
| A     | Hourly | <del>11.36</del> <u>11.36</u>   | <del>13.62</del> <u>13.62</u>   | <del>15.89</del> <u>15.89</u>   |
|       | Annual | <del>11,818</del> <u>11,814</u> | <del>14,170</del> <u>14,165</u> | <del>16,522</del> <u>16,526</u> |
| B     | Hourly | <del>13.03</del> <u>12.84</u>   | <del>15.64</del> <u>15.41</u>   | <del>18.25</del> <u>17.98</u>   |
|       | Annual | <del>13,353</del> <u>13,554</u> | <del>16,024</del> <u>16,264</u> | <del>18,695</del> <u>18,975</u> |
| C     | Hourly | <del>14.10</del> <u>13.90</u>   | <del>16.89</del> <u>16.64</u>   | <del>19.68</del> <u>19.39</u>   |
|       | Annual | <del>14,451</del> <u>14,668</u> | <del>17,307</del> <u>17,566</u> | <del>20,162</del> <u>20,464</u> |
| D     | Hourly | <del>14.18</del> <u>13.97</u>   | <del>17.00</del> <u>16.75</u>   | <del>19.82</del> <u>19.53</u>   |
|       | Annual | <del>14,525</del> <u>14,743</u> | <del>17,417</del> <u>17,679</u> | <del>20,310</del> <u>20,614</u> |
| E     | Hourly | <del>16.17</del> <u>15.94</u>   | <del>19.42</del> <u>19.13</u>   | <del>22.66</del> <u>22.33</u>   |
|       | Annual | <del>16,573</del> <u>16,822</u> | <del>19,898</del> <u>20,197</u> | <del>23,223</del> <u>23,572</u> |
| F     | Hourly | <del>16.92</del> <u>16.67</u>   | <del>20.33</del> <u>20.03</u>   | <del>23.75</del> <u>23.40</u>   |
|       | Annual | <del>17,333</del> <u>17,593</u> | <del>20,832</del> <u>21,145</u> | <del>24,332</del> <u>24,697</u> |
| G     | Hourly | <del>18.61</del> <u>18.33</u>   | <del>22.34</del> <u>22.01</u>   | <del>26.06</del> <u>25.68</u>   |
|       | Annual | <del>19,064</del> <u>19,350</u> | <del>22,885</del> <u>23,229</u> | <del>26,707</del> <u>27,107</u> |
| H     | Hourly | <del>24.02</del> <u>23.67</u>   | <del>29.06</del> <u>28.63</u>   | <del>34.09</del> <u>33.59</u>   |
|       | Annual | <del>24,617</del> <u>24,986</u> | <del>29,773</del> <u>30,219</u> | <del>34,929</del> <u>35,453</u> |

Fraternal Order of Police

| Table 400<br>FOP Collective Bargaining<br>Hourly Non-Exempt |           |           |           |           |           |            |
|---|-----------|-----------|-----------|-----------|-----------|------------|
| Rate  | A         | B         | C         | D         | E         | F          |
| 426 Pay Grade   |           |           |           |           |           |            |
| Hourly  |           |           |           | \$ 44.10  | \$ 45.93  | \$ 48.85   |
| Monthly   |           |           |           | \$ 7,644  | \$ 7,961  | \$ 8,467   |
| Annually  |           |           |           | \$ 91,728 | \$ 95,534 | \$ 101,608 |
| 423 Pay Grade   |           |           |           |           |           |            |
| Hourly  | \$ 28.91  | \$ 30.86  | \$ 33.93  | \$ 35.90  | \$ 39.19  | \$ 41.22   |
| Monthly   | \$ 5,011  | \$ 5,349  | \$ 5,881  | \$ 6,223  | \$ 6,793  | \$ 7,145   |
| Annually  | \$ 60,133 | \$ 64,189 | \$ 70,574 | \$ 74,672 | \$ 81,515 | \$ 85,738  |

Section 21. Repeal of Ordinance No. ~~1427-1457~~ Ordinance No. ~~1427-1457~~ originally passed and approved on the ~~5th-6th~~ day of ~~October-September~~ 2022~~4~~ is hereby repealed.

Section 22. Effective Date. This Ordinance shall take effect after, approval and publication as provided by law.

Section 23. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS ~~6TH-1ST~~ DAY OF ~~SEPTEMBER-NOVEMBER~~ 2022.

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2022 AGENDA**

| <b>Subject:</b>                              | <b>Type:</b>                              | <b>Submitted By:</b>                    |
|--|---|---|
| DISCUSSION –<br>MOBILE APP & WEBSITE CHATBOT | RESOLUTION<br>ORDINANCE<br>◆ RECEIVE/FILE | MITCH BEAUMONT<br>COMMUNICATION MANAGER |

**SYNOPSIS**

A discussion has been scheduled to provide an update on elements of the City’s online presence.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Discussion only.

**BACKGROUND**

In March 2020, the City launched a completely redesigned website and introduced the City’s first-ever mobile app. One of the goals of the website redesign process was to improve the mobile experience for those accessing our content online. The mobile experience with our previous website was not good, and we accomplished our goal by upgrading to a mobile responsive platform, which provides a complete branded experience regardless of the browser or device used to access our site. Public use of the City’s website has continued to be strong, but the use of the app has not developed that trend. With approximately 100 instances of the app being installed on devices, coupled with limitations placed on it by our website vendor, CivicPlus, this functionality is not meeting our expectations.

Recent conversations with our website vendor have revealed a better option for the City in the form of a website chatbot, which staff will describe and demonstrate. Staff is recommending the discontinuation of the mobile app and the addition of the chatbot, which would save the City approximately \$2,500 in FY23.