

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 84th 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. 78th 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

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 Buethe, 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 – FELSBURG, 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 – 84TH 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
KANOPIY 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
SAMPSELL, 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 96th 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 99th 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 Northwesterly part of Tax Lot 1A1B and the Northwesterly 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 120TH 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 120TH 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

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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 construed 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.

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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 herefor, 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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October 18, 2022

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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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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

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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

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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. 60th 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
			Total Fee		48,800.00

Reimbursable Expenses

Printing		17.00	
	Total Reimbursables	17.00	17.00
Billing Limits			
Expenses	Current	Prior	To-Date
Limit	17.00	1,387.66	1,404.66
Remaining			8,600.00
			7,195.34
		Total this Invoice	\$48,817.00

Outstanding invoices

Number	Date	Balance
51788	8/31/2022	24,605.42
Total		24,605.42

R. Ramirez
 10-20-22

*16.71.0917.000
 PARK 18001*



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
Services:Lump Sum			1,500.00
Design services			
Sept 6 Presentation Preparation			
Services:Lump Sum			500.00
Design services			
Oct 4 Presentation Preparation			
BALANCE DUE		\$2,000.00	

16.71.0917.000.STRT
 17005

10-18-22
 R. Ranney



Reference Invoice Number with Payment

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

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

R. Ramirez
 10-26-22
 16.53.0303.000

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

olsson

October 11, 2022
 Invoice No: 435464

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

Invoice Total **\$147.25**

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
		Subtotal			0.00
				Total this Phase	0.00

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

Labor

	Hours	Rate	Amount
Team/Technical Leader Egelhoff, Anthony	.50	185.00	92.50

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
Total Labor				147.25
			Total this Phase	\$147.25
Billing Limits	Current	Prior	To-Date	
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-CMDV17000

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



Pat Dows
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
Total Labor			2,236.00
		Total this Task	\$2,236.00

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
Total Labor			1,574.00

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
<hr/>				
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
Total Labor				3,060.00
			Total this Task	\$3,060.00
Billing Limits				
Total Billings		Current	Prior	To-Date
Limit		8,675.75	0.00	8,675.75
Remaining				57,754.00
				49,078.25
			Total this Invoice	<u>\$8,675.75</u>

OK TO PAY
 Pmmp 10/27/22
 09.71.0917.000 - 9TRTA3012

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

Subject:	Type:	Submitted By:
AUTHORIZE SIGNATURE – YEAR-END CERTIFICATION – CITY STREET SUPERINTENDENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE 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 31st 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

Subject:	Type:	Submitted By:
ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN 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

K:\APPS\City Hall\22 FINAL RESOLUTIONS\22. MCC Condo Board Directors
11.02.2022.Doc

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

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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

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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

10/28/2022 9:58:40 AM

ACCOUNTS PAYABLE CHECK REGISTER

Page: 4/5

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COUNCIL REVIEWED

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

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DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 11/01/2022

COUNCIL MEMBER

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

Subject:	Type:	Submitted By:
BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY 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**

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

SYNOPSIS

A resolution has been prepared authorizing the purchase of 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
POLITICAL SUB DIVISIONS
1526 K ST STE 130
LINCOLN, NE 68508
Phone: 402-471-2089

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

A proposal for
NEBRASKA STATE OF AND POLITICAL SUB DIVISIONS

Prepared by
Truck Center Companies
Terry Novotny

Sep 15, 2022

Western Star 47X

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

Prepared for:
 Robert Taylor
 NEBRASKA STATE OF AND
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27X			WST 47X/49X PRL-27X (EFF:MY24 ORDERS)
Data Version			
DRL-011			SPEC PRO 21 DATA RELEASE VER 011
Vehicle Configuration			
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 FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-1W0	HENDERSON		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-26W	CUM X12 475V HP @ 1900 RPM, 1700 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45
Electronic Parameters			
79A-068	68 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
N 79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
N 79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
N 80G-002	PTO MINIMUM RPM - 700		
N 80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
N 80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION		
Engine Equipment			
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 MOUNTED AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10	
292-222	(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES		

Prepared for:
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 OMAHA, NE 68138
 Phone:

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

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 Phone:

Data Code	Description	Weight Front	Weight Rear
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
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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

Prepared for:
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 NEBRASKA STATE OF AND
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 OMAHA, NE 68138
 Phone:

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

Front Axle and Equipment

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

Front Suspension

620-025	20,000# TAPERLEAF FRONT SUSPENSION	145
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 14321 CORNHUSKER RD
 OMAHA, NE 68138
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Data Code	Description	Weight Front	Weight Rear
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE	470	
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS	60	
421-456	4.56 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES	30	
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-998	NO REAR BRAKE DUST SHIELDS		
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-007	BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1H2	HENDRICKSON PRIMAXX EX 46,000# REAR AIR SUSPENSION	490	

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Data Code	Description	Weight Front	Weight Rear
621-109	10.2 INCH NOMINAL RIDE HEIGHT (475MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-009	54 INCH AXLE SPACING		
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE		
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		

Brake System

490-1AV	WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

Trailer Connections

914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS	5	5
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		

Wheelbase & Frame

545-134	6090MM (240 INCH) WHEELBASE, SFA ONLY		
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (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 HARNESSES WRAPPED IN ABRASION TAPE	

Fuel Tanks

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Data Code	Description	Weight Front	Weight 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		
Tires			
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
Wheels			
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		
Cab Exterior			
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 HONRS, SINGLE BASE, MOUNTED UNDER CAB		

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

Cab Interior

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

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

Instruments & Controls

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

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Data Code	Description	Weight Front	Weight Rear
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-031	ENGINE, TRIP AND PTO HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE 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 LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB 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 OVERHEAD		

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Data Code	Description	Weight Front	Weight Rear
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO		
752-043	SINGLE LH SIDE OF CAB MOUNTED CB ANTENNA WITH HEAVY DUTY (RG8) COAX CABLES	2	
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		
78C-003	INTEROPERABLE SDAR ANTENNA		
75A-017	UHF/VHF RADIO POWER/GROUND HARNESS AND MOUNTING TO TOP OF DASH		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT 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 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 DRIVER DISPLAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, 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 PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

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Data Code	Description	Weight Front	Weight Rear
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Secondary Factory Options

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

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9499 lbs	8829 lbs	18328 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	9499 lbs	8829 lbs	18328 lbs

Extended Warranty

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

Dealer Installed Options

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		Weight Front	Weight Rear
LOC3	HENDERSON BODY QUOTE FOR 16' BODY WITH 60" SIDES PER ATTACHED COPY OF 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 PRIMAXX 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.

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.



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

Cust Name:	City Of La Vista	Quote Number:	Quote Date:	8/5/2022
Address:	8116 Park View Blvd Lavista Ne 68128	CITY OF LA VISTA-96-HEN-44778-11-47-v1	Order Date:	NEED
Contact:		Ship To:	Date Wanted:	REQUIRED
Phone:	402-331-7827	Ship Via:	PO#	REQUIRED
Fax:	402-331-4375	Pick-up/Delivery Instructions:	Sales Person:	Clark Stubbendeck
Dealership:		F.O.B.: Omaha, NE	Chassis Purchaser:	NA
Contact:		AEC#	Order Type:	Installed
Bill To:		Special Instructions:	Express Warranties:	Manufacturer's Standard
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, 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	1/2" 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: _____



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 · Fax: (952)656-7157 · Website: www.aspenequipment.com

EQUIPMENT ORDER AND AGREEMENT

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

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

Description of Trade-in and allowance - Purchaser warrants that (1) he has now, and will have on the date of delivery to Seller, clear and marketable title to the following described equipment; (2) that there are no liens or encumbrances on said equipment; and (3) that, upon Seller's request, he will execute a Bill of Sale of said equipment on Seller's form. If any equipment owned by Purchaser is to be traded in as part of the purchase of equipment, but the same is not delivered to Seller until a time later than the date of delivery of the equipment, Seller shall have the right to reappraise said trade-in equipment at the time of the actual delivery to Seller, and said reappraisal value shall determine the trade-allowance for said equipment.				
Year	Make/Model	Complete Description - Include Attachments	Serial#	Allowance
Payment Terms of Sales Order:	C.O.D.			Installed
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
Unpaid Balance				\$178,767.00

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.

Accepted by:

Firm Name of Purchaser:

Received by:

Title: _____

Date:



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 · Fax: (952)656-7159 · Website: 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 verbal 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 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 profit 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

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – AWE EDUCATIONAL UNITS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROSE BARCAL 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.



Preparing lives.®

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
AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty				
ELS	Early Literacy Station	1	\$ 3,449.00	\$ 3,449.00
ASE	After School Edge	2	\$ 3,499.00	\$ 6,998.00
Warranty & Upgrades Extend Plan (for All-in-one's only):				
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	\$ -
Options:				
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	\$ -
LTMO-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	15.00%	\$ (1,567.05)	\$ -1,567.00
DISCOUNT	Trade In Program	\$ (150.00)	\$ (450.00)	\$ -450.00
*SHIPPING		3	\$ 75.00	\$ 225.00
SHIPPING		0	\$ 20.00	\$ 0.00
			0.000%	\$ -
			TOTAL	\$ 8,655.00

Market: Library [LIB-LP]

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 *Rose Bawal*
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
Warranty & Upgrade Contact NAME: same

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

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Phone (610) 833-6400 • Fax (610) 833-6440 • Email: orders@aweslearning.com • www.aweslearning.com

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

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – JOHN DEERE GATOR TX TURF	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK 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

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.



**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
mailto:jd@vanwall.com

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

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 (Model Year 2023)	\$ 15,989.16	\$ 12,469.04	X 1	= \$ 12,469.04

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: October 20, 2022

Equipment Total	\$ 12,469.04
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* Includes Fees and Non-contract items

Quote Summary

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

Salesperson : X _____

Accepted By : X _____

**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
mailto:jd@vanwall.com

JOHN DEERE GATOR™TX Turf (Model Year 2023)

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)**Suggested List ***
\$ 15,989.16
Selling Price *
\$ 12,469.04**Price Effective Date:** October 20, 2022

* 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
Standard Options - Per Unit							
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
Standard Options Total			\$ 546.00		\$ 131.04	\$ 414.96	\$ 414.96
Dealer Attachments/Non-Contract/Open Market							
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
Dealer Attachments Total			\$ 1,594.16		\$ 125.32	\$ 1,468.84	\$ 1,468.84
Value Added Services Total							
Other Charges							
Customer Setup		1	\$ 250.00			\$ 250.00	\$ 250.00



JOHN DEERE

Selling Equipment

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

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13747 Industrial Road
Omaha, NE 68137
402-891-1024
mailto: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

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

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

Fraternal Order of Police

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~~24~~ 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.

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**

Subject:	Type:	Submitted By:
DISCUSSION – MOBILE APP & WEBSITE CHATBOT	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	MITCH BEAUMONT 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.