

LA VISTA CITY COUNCIL MEETING AGENDA

February 21, 2023

6:00 p.m.

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

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **City of La Vista Life Saving Award**

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 February 7, 2023 City Council Meeting**
3. **Monthly Financial Report – December 2022**
4. **Request for Payment – Design Workshop, Inc – Professional Services – 84th Street Bridge – \$5,548.75**
5. **Request for Payment – Mackie Construction – Construction Services – Central Park Access Road – Park View Blvd – \$72,093.18**
6. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Topographic Survey – \$8,875.00**
7. **Request for Payment – JE Dunn Construction Co – Construction Services – Central Park Pavilion and Site Improvements – \$1,087,119.00**
8. **Request for Payment – City of Omaha – Sanitary Sewer Connection Fees – \$15,515.12**
9. **Request for Payment – Papio-Missouri River Natural Resource District – Stormwater Management Fees – \$69,472.19**
10. **Resolution – Authorize Payment – Sewer Camera Repair**
11. **Approval of Claims**

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

- **Fourth Quarter Report – Grow Sarpy**

B. Resolution – Authorize Agreement – Retirement Plan Benchmarking

C. Resolution – Approve Retirement Plan Contact and Access Updates

D. Resolution – Authorize No Parking Zones – Harry Anderson Avenue

E. Resolution – Approve Contract – The Blue Line of Leadership

F. Resolution – Authorize Purchase – Unmanned Aerial System (Drone)

G. Resolution – Authorize Purchase & Procurement of Professional Services

H. Resolution – Authorize Purchase – Playground Equipment

I. Approval of Class C Liquor License Application – Island BnG Group, LLC dba Island Bar & Grill

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

J. Discussion – Reflection Plaza

K. Executive Session – Litigation

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

MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING February 7, 2023

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 February 7, 2023. Present were Councilmembers: Frederick, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Chief of Police Lausten, Director of Administrative Services Pokorny, Community Development Director Fountain, Recreation Director Stopak, City Engineer Dows, Library Director Barcal and Human Resources Director Lowery.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on January 25, 2023. 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.

POLICE DEPARTMENT LIFE SAVING AWARDS: JOHN DANDERAND AND NICK JEANETTE

Chief Lausten presented Life Saving Awards to Officer John Danderand and Officer Nick Jeanette.

CITIZEN CERTIFICATE OF APPRECIATION: MEGHAN ENGBERG

Chief Lausten presented the Citizen Certificate of Appreciation to Meghan Engberg.

SERVICE AWARD: RON KELLER – 20 YEARS

Mayor Kindig recognized Ron Keller for 20 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JANUARY 17, 2023 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING PHASE 1 – \$5,512.31
4. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS – \$2,181.23
5. REQUEST FOR PAYMENT – CITY CENTRE MUSIC VENUE, LLC & ASTRO THEATER, LLC – DISBURSEMENT OF EDP AWARD FUNDS – \$230,271.49
6. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY PARK PAVILION TESTING – \$4,864.75
7. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – TERRY DR, LILLIAN AVE & S. 78TH ST PAVEMENT REHABILITATION – \$2,706.00
8. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – TERRY DR, LILLIAN AVE & S. 78TH ST PAVEMENT REHABILITATION – \$5,580.50
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$5,438.60
10. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$22,047.70
11. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 – \$760,465.00
12. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS – \$1,956.21
13. APPROVAL OF CLAIMS

MINUTE RECORD

1000 BULBS, bld&grnds	62.75
4 SEASONS AWARDS, services	41.00
ABM INDUSTRIES INC, services	7,754.71
ACI-NE CHAPTER, services	35.00
ACTION BATTERIES, maint.	230.70
ACTIVE NETWORK, services	296.92
AKRS EQUIP SOLUTIONS, supplies	3,565.75
ALCOLOCK USA, services	129.80
ALLEN, B., travel	241.50
AMAZON, supplies	1,478.25
AMERICAN LEGAL PUBLISHING CO, services	399.00
ARNOLD MOTOR SUPPLY, maint.	388.25
ASPEN EQUIPMENT CO, maint.	182.30
AT&T MOBILITY LLC, phones	98.32
AWARDS & MORE CO, services	56.62
BADGER BODY & TRUCK EQUIP, maint.	169.00
BALLOON BRIGADE, services	1,695.00
BERGANKDV LLC, services	28,400.00
BIG RIG TRUCK ACCESSORIES, maint	175.00
BISHOP BUSINESS EQUIPMENT, services	2,372.94
BOK FINANCIAL, bonds	2,987,664.20
BOOT BARN, apparel	1,803.90
BOWERS, S., refund	73.00
CENTER - INTERNET SECURITY INC, services	9,900.00
CENTER POINT INC, books	430.26
CENTURY LINK, phones	833.93
CHERYL HELLER, refund	20.36
CINTAS CORP, services	536.66
CITY OF OMAHA, services	2,655.82
CITY OF PAPILLION, services	256,357.05
COX COMMUNICATIONS InC, services	3.38
CUMMINS CENTRAL POWER LLC, maint.	5,223.33
DASH MEDICAL GLOVES, supplies	177.40
DATASHIELD CORP, services	60.00
DEERE & CO, services	12,469.04
DELL MARKETING LP, services	2,965.50
DESIGN WORKSHOP INC, services	4,058.74
DIAMOND VOGEL PAINTS, bld&grnds	1,805.64
ECHO GROUP INC, maint.	359.48
EDGEWEAR SCREEN PRINTING, apparel	1,415.25
EVENT STRUCTURE SOLUTIONS LLC, services	3,465.68
FERGUSON ENTERPRISES INC, bld&grnds	265.53
FORVIS LLP, services	9,060.19
GALE, books	128.20
GENUINE PARTS CO, maint.	81.36
GRAINGER, supplies	10.64
GRAYBAR ELECTRIC CO, maint.	26.76
GREAT PLAINS UNIFORMS, apparel	159.50
GREATAMERICA FINANCIAL, services	1,664.63
HANEY SHOE STORE, apparel	123.99
HAPPY TREES LLC, services	4,500.00
HDR ENGINEERING INC, services	1,114.85
HEARTLAND PNEUMATIC, maint.	195.00
HOBBY LOBBY, supplies	159.91
HOME DEPOT, maint.	996.00
HUNTEL COMMUNICATIONS, services	62.50
INGRAM LIBRARY SERVICES, books	2,447.79
J & A TRAFFIC PRODUCTS, services	3,845.40

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JE DUNN CONSTRUCTION CO, services	1,124,594.00
JOHANSEN, A., travel	144.00
KANOPY INC, services	151.00
KEYMASTERS LOCKSMITH, services	13.00
KIMBALL MIDWEST, maint.	1,567.51
KINDIG, D., travel	78.38
LIBRARY IDEAS LLC, media	4.00
LOU'S SPORTING GOODS, supplies	114.85
MACQUEEN EQUIPMENT LLC, services	4,538.89
MADSEN, L., apparel	128.95
MARCO INC, services	149.87
MATHESON TRI-GAS INC, supplies	255.67
MENARDS-BELLEVUE, supplies	373.98
MENARDS-RALSTON, supplies	1,556.37
METRO AREA TRANSIT, services	846.00
METRO COMM COLLEGE, bld&grnds	19,454.34
MUD, utilities	2,120.75
MID-AMERICAN BENEFITS INC, services	15,316.56
MIDWEST TAPE, media	164.17
MOMAR INC, maint.	261.55
MSC INDUSTRIAL SUPPLY CO, supplies	320.08
MURPHY TRACTOR, maint.	353.03
NAPA-GENUINE AUTO PARTS, maint.	337.14
NE DEPT OF REVENUE, lottery	76,149.00
NE DEPT OF REVENUE, sales tax	64.98
NE IOWA DOOR SERVICES INC, bld&grnds	715.38
NE TURFGRASS ASSOC, services	80.00
NORM'S DOOR SERVICE bld&grnds	637.40
NORTH AMERICAN RESCUE, supplies	994.86
OFFICE DEPOT INC, supplies	363.38
OLD NEWS, services	17.00
OPPD, utilities	46,438.06
OMAHA TACTICAL LLC, supplies	200.00
OMAHA WINNELSON SUPPLY, bld&grnds	2,256.67
OMNI ENGINEERING, services	1,062.25
O'REILLY AUTO PARTS, maint.	2,969.56
PAPILLION SANITATION, services	1,901.34
PAYROLL MAXX, payroll & taxes	826,577.12
PER MAR SECURITY, services	235.80
PITNEY BOWES, postage	1,636.99
PRIMA DISTRIBUTION INC, supplies	114.65
RDG PLANNING & DESIGN, services	2,650.00
RED EQUIPMENT LLC, services	2,726.44
REGAL AWARDS INC, services	29.95
ROBERT HALF, services	7,359.04
ROCKMOUNT RESEARCH & ALLOYS, maint.	112.52
RTG BUILDING SERVICES INC, bld&grnds	7,165.00
SARPY COUNTY, services	29,705.54
SARPY DOUGLAS LAW ACADEMY, services	3,000.00
SHERWIN-WILLIAMS, supplies	52.25
SIGN IT, services	130.00
SIRCHIE ACQUISITION CO, supplies	180.00
SOUTHERN UNIFORM, apparel	390.25
SPORTS FACILITY MAINTENANCE, services	1,335.00
SUBURBAN NEWSPAPERS INC, services	1,942.35
THE CHILD'S WORLD INC, books	2,317.05
THE COLONIAL PRESS, services	6,474.96
THE PENWORTHY CO, books	304.87

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TRACTOR SUPPLY, maint.	79.50
TRANE U.S. INC, bld&grnds	128.55
TRUCK CENTER COMPANIES, maint.	224.94
TURFWERKS, maint.	486.44
U.S. CELLULAR, phones	1,871.90
UNITE PRIVATE NETWORKS LLC, services	4,400.00
UNITED RENT-ALL, services	773.43
US BANK NATIONAL ASSOC, supplies	18,158.03
VAL VERDE ANIMAL HOSPITAL INC, services	94.80
VERIZON WIRELESS, phones	18.02
VIERREGGER ELECTRIC CO, services	1,030.00
WALMART, supplies	262.75
WESTLAKE HARDWARE, supplies	685.40
WOODHOUSE FORD-BLAIR, maint.	353.74

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reported on the medical incident that happened at the Recreation Center and gave credit to those at City Hall and the Recreation Center for helping to save a life.

Director of Administrative Services Pokorny reported that the city received the GFOA (Government Finance Officers Association) Award for last year's annual report.

Assistant City Administrator Ramirez reported that the beams from City Centre were delivered today and are available to sign at city hall and the library.

Library Director Barcal introduced the new Library Intern, Val Ninas.

Papillion Fire Chief Bowes reported on the Fire/EMS call statistics and an update on the search for his successor.

Deputy Director of Public Works Calentine reported that the pavement maintenance plan is being followed which contributed to fewer pot holes and complaints.

B. ORDINANCE – AMEND MASTER FEE ORDINANCE – RESTAURANTS AND DRINKING PLACES OCCUPATION TAX REDUCTION

Councilmember Thomas introduced Ordinance No. 1475 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1456, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

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Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1475. Councilmember Sell seconded the motion. After discussion the motion was amended and the second to approve the ordinance with a March 1 effective date and not the April 1 date that was in the ordinance for the decrease in Restaurant and Drinking Places Occupation Tax. Upon roll call vote the following Councilmembers voted aye: Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: Frederick. Abstain: None. Absent: Ronan. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. RESOLUTION – AUTHORIZE AGREEMENT – FORVIS – AUDIT PREPARATION AMENDMENT

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-008 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 FORVIS FOR PROFESSIONAL FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$10,000.00.

WHEREAS, the City Council of the City of La Vista has determined that additional professional financial services are necessary; and
WHEREAS, the FY23/FY24 Biennial Budget provides funding for this agreement; and
WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve Amendment No. 1 to a professional services agreement with ForVis to provide professional financial services in an amount not to exceed \$10,000.00.

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

D. RESOLUTION – AUTHORIZE AGREEMENT – LAMP RYNEARSON – 2023 PAVEMENT CONDITION ASSESSMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-009 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LAMP RYNEARSON, OMAHA, NE FOR THE 2023 PAVEMENT CONDITION ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$40,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the collection of pavement assessment data and street related asset data are necessary; and
WHEREAS, the FY23/FY24 Biennial Budget includes funding for these services; and
WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Lamp Rynearson, Omaha, NE for the 2023 Pavement Condition Assessment in an amount not to exceed \$40,000.00.

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

E. RESOLUTION – AUTHORIZE AGREEMENT – MAPA – ACTIVE MOBILITY PLAN

Councilmember Hale introduced and moved for the adoption of Resolution No. 23-010 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH THE METROPOLITAN AREA PLANNING AGENCY (MAPA) TO PROCURE AND ADMINISTER FUNDING FOR AN ACTIVE MOBILITY PLAN FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that the contracting of a consultant for the preparation of an Active Mobility Plan (Bicycle and Pedestrian Master Plan) ("Plan") is necessary; and

WHEREAS, the City of La Vista applied for and has been awarded funding through MAPA's Heartland 2050 mini-grant program for the project in the amount of \$80,000 for a total project cost of \$100,000 including a 20% local match; and

WHEREAS, the City of La Vista has elected to utilize MAPA's expertise in the administration of the federal funds and coordination with the Nebraska Department of Transportation; and

WHEREAS, a proposed agreement between the City and MAPA ("Agreement") is presented with this resolution for MAPA to contract with a consultant and administer funding to complete such Plan; and

WHEREAS, the FY22/FY23 Biennial Budget contains \$20,000 in local match funding for this project; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve (i) the Agreement, subject to any additions, subtractions or modifications the City Administrator or her designee determines necessary or appropriate and (ii) the City of La Vista's share of the cost of such Plan in an amount not to exceed \$20,000.00.

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

F. RESOLUTION – APPROVE CONTRACT – CALEA ACCREDITATION

Councilmember Quick introduced and moved for the adoption of Resolution No. 23-011 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONTRACT WITH THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES, INC. (CALEA) IN AN AMOUNT NOT EXCEED \$11,450.00.

WHEREAS, the City Council of the City of La Vista has determined national accreditation of the police department is necessary, and

WHEREAS, the Police Department received an accreditation specific grant award from the Department of Justice in amount of \$155,035, and

WHEREAS, funding within the grant has been approved for the funding of accreditation program fees, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a contract with the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) in an amount not to exceed \$11,450.00.

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

G. RESOLUTION – APPROVE CONTRACT – DAIGLE LAW GROUP

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-012 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONTRACT WITH DAIGLE LAW GROUP, PLANTSVILLE, CT, FOR ACCREDITATION ASSISTANCE IN AN AMOUNT NOT EXCEED \$70,000.00.

WHEREAS, the City Council of the City of La Vista has determined national accreditation of the police department is necessary, and

WHEREAS, the Police Department received an accreditation specific grant award from the Department of Justice in amount of \$155,035, and

WHEREAS, funding within the grant has been approved for professional accreditation assistance, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a contract between the City of La Vista and Daigle Law Group for accreditation assistance in an amount not to exceed \$70,000.00.

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

H. RESOLUTION – APPROVE CONTRACT – GUARDIAN TRACKING PERFORMANCE MANAGEMENT SYSTEM

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 23-013 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A 24-MONTH CONTRACT WITH TARGETSOLUTIONS, LLC D/B/A VECTOR SOLUTIONS, TAMPA, FL FOR A TRACKING PERFORMANCE MANAGEMENT SYSTEM IN AN AMOUNT NOT EXCEED \$10,561.00.

WHEREAS, the City Council of the City of La Vista has determined national accreditation of the police department is necessary, and

WHEREAS, the Police Department received an accreditation specific grant award from the Department of Justice in amount of \$155,035, and

WHEREAS, funding within the grant has been approved for the funding of performance management software, and

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

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a 24-month contract with TargetSolutions, LLC, d/b/a Vector Solutions, Tampa, FL, in an amount not to exceed \$10,561.00.

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

I. RESOLUTION – AUTHORIZE PURCHASE – TRAINING SIMULATOR

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-014 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF AN INTERACTIVE TRAINING SIMULATOR AND ON-SITE TRAINING FROM DIGIMATION/DART RANGE, LAKE MARY, FL IN AN AMOUNT NOT TO EXCEED \$33,000.00.

WHEREAS, the City Council of the City of La Vista has determined on-going training of police department is necessary, and

WHEREAS, the Police Department received a "de-escalation" specific grant award from the Department of Justice in the amount of \$75,000, and

WHEREAS, funding within the grant allows for acquisition of a training simulator and on-site training, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approving the purchase of an interactive training simulator and on-site training from Digimation/DART Range, Lake Mary, FL in an amount not to exceed \$33,000.00.

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

J. RESOLUTION – DECLARE EQUIPMENT SURPLUS

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-015 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized 10 pieces of equipment located at the Public Works Facility to be surplused; and

WHEREAS, the City Administrator and Director of Public Works recommend that the above-mentioned items be declared surplus and sold;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 10 pieces of equipment located at the Public Works Facility be declared surplus property and sold.

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

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

MINUTE RECORD

February 7, 2023

No. 729 — REDFIELD DIRECT E2106195KV

K. RESOLUTION – AUTHORIZE PURCHASE – UTILITY VEHICLE & TOPDRESSER

Councilmember Quick introduced and moved for the adoption of Resolution No. 23-016 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) JACOBSEN UTILITY VEHICLE AND ONE (1) TOPDRESSER FROM TURFWERKS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$33,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Jacobsen Utility Vehicle and one (1) Topdresser 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 approve the purchase of a one (1) Jacobsen Utility Vehicle and one (1) Topdresser from TurfWerks, Omaha, Nebraska in an amount not to exceed \$33,000.00.

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

L. RESOLUTION – AUTHORIZE PURCHASE – EQUIPMENT TRAILER

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-017 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) 24 FOOT EQUIPMENT TRAILER FROM BIG RIG REPAIR, INC, GRETNNA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$9,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) 24 Foot Equipment Trailer 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 approve the purchase of a one (1) 24 Foot Equipment Trailer from Big Rig Repair, Inc, Gretna, Nebraska in an amount not to exceed \$9,000.00.

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

M. RESOLUTION – AUTHORIZE PURCHASE – COMPUTER EQUIPMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-018 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF FORTY (40) DELL COMPUTERS AND ACCESSORIES ON THE STATE CONTRACT BID FROM DELL IN AN AMOUNT NOT TO EXCEED \$77,092.15.

MINUTE RECORD

WHEREAS, the City Council of the City of La Vista has determined that the purchase of forty-one (40) computers and accessories for various City departments is necessary; and

WHEREAS, the FY23 Information Technology budget provides funding for the proposed computer equipment 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 approve the purchase of forty (40) Dell Computers and accessories on the state contract bid from Dell in an amount not to exceed \$77,092.15.

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

N. RESOLUTION – CHANGE ORDER NO. 3 – SAMPSON CONSTRUCTION – PARKING STRUCTURE NO. 2

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-019 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 3 TO THE CONTRACT WITH SAMPSON CONSTRUCTION, OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONAL ITEMS OF WORK FOR PARKING GARAGE NO. 1 AND PARKING GARAGE NO. 2 IN THE AMOUNT OF \$63,411.44. THE CONTRACT PRICE WILL NOT EXCEED \$12,533,686.87.

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

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

WHEREAS, the contract amount will increase by \$63,411.44 for a contract total of \$12,533,686.87 with change order number 3;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 3 to the contract with Sampson Construction, Omaha, Nebraska, to provide for additional items of work in the amount of \$63,411.44.

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

O. RESOLUTION – PERSONNEL MANUAL UPDATE

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-020 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 7 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING OVERTIME HOURS CALCULATION.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska, has determined that a need exists to make changes to the existing La Vista City Personnel Policy and Procedures Manual as adopted on December 20, 2005; and

WHEREAS, it is being proposed that Subsection 7.10 in the manual regarding overtime calculation be amended to include vacation and personal leave hours; and

MINUTE RECORD

February 7, 2023

No. 729 — REDFIELD DIRECT E2106195KV

WHEREAS, it is the desire of the City Council to amend Section 7 of the Personnel Policy and Procedures Manual to incorporate the change to the above listed subsection.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change to Subsection 7.10 as submitted at the City Council meeting.

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

P. RESOLUTION – APPROVE SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2022-2023 BUDGET

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-021 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO THE SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2022-2023 BUDGET.

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board approved the First Amendment to the FY2022-2023 Budget on January 2, 2023; and

WHEREAS, the City Council deems it appropriate and advisable to approve the First Amendment to the FY2022-2023 Budget which has been approved by the Agency Board and is attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the First Amendment to the FY2022-2023 Amendment Budget is hereby approved.

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

COMMENTS FROM THE FLOOR

Terrie Russell of 7427 S. 69th Street addressed the Council regarding snow removal on sidewalks.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig commented on the Legislature session being in full swing.

At 7:26 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Ronan. Motion carried.

MINUTE RECORD

No. 729 – REDFIELD DIRECT E2106195KV

February 7, 2023

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

A-3

Total All Funds

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OPERATING REVENUES					
General Fund	\$ 24,324,606	\$ (178,771)	\$ 1,970,784	\$ (22,353,822)	8%
Sewer Fund	4,908,972	(74,601)	1,270,116	(3,638,856)	26%
Debt Service Fund	18,862,129	(207,796)	439,711	(18,422,418)	2%
Capital Improvement Fund	352,305	2,759	6,981	(345,324)	2%
Lottery Fund	1,227,368	98,033	298,398	(928,970)	24%
Economic Development Program Fund	145,747	16,903	42,766	(102,981)	29%
Off Street Parking Fund	1,010	10,083	21,533	20,523	2132%
Redevelopment Fund	2,507,774	(196,284)	376,666	(2,131,109)	15%
Police Academy	214,640	108	162,918	(51,722)	76%
TIF 1A	389,569	—	—	(389,569)	—%
TIF 1B	491,954	—	—	(491,954)	—%
Sewer Reserve Fund	6,910	134	362	(6,548)	5%
Qualified Sinking Fund	2,740	499	1,250	(1,490)	46%
TIF 1C	48,302	—	—	(48,302)	—%
TIF 1D	21,672	—	—	(21,672)	—%
Total Operating Revenues	53,505,699	(528,933)	4,591,486	(48,914,213)	9%

OPERATING EXPENDITURES

General Fund	23,417,380	1,716,332	4,783,134	(18,634,246)	20%
Sewer Fund	4,532,332	316,346	1,023,216	(3,509,116)	23%
Debt Service Fund	3,060,191	2,063,455	2,268,543	(791,648)	74%
Capital Improvement Fund	—	—	—	—	—%
Lottery Fund	834,174	45,405	153,533	(680,641)	18%
Economic Development Program Fund	1,149,636	—	1,101,154	(48,482)	96%
Off Street Parking Fund	1,986,079	612,440	633,298	(1,352,781)	32%
Redevelopment Fund	2,966,664	4,883	12,453	(2,954,211)	—%
Police Academy	202,265	18,448	49,843	(152,421)	25%
TIF 1A	389,569	—	—	(389,569)	—%
TIF 1B	491,954	—	—	(491,954)	—%
Sewer Reserve Fund	—	—	—	—	—%
Qualified Sinking Fund	—	—	—	—	—%
TIF 1C	48,302	—	—	(48,302)	—%
TIF 1D	21,672	—	—	(21,672)	—%
Total Operating Expenditures	39,100,216	4,777,309	10,025,173	(29,075,044)	26%

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

Total All Funds

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
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**OPERATING REVENUES NET
OF EXPENDITURES**

General Fund	907,226	(1,895,103)	(2,812,350)	(3,719,576)	
Sewer Fund	376,640	(390,947)	246,900	(129,740)	
Debt Service Fund	15,801,938	(2,271,251)	(1,828,831)	(17,630,769)	
Capital Improvement Fund	352,305	2,759	6,981	(345,324)	
Lottery Fund	393,195	52,629	144,865	(248,329)	
Economic Development Program Fund	(1,003,889)	16,903	(1,058,387)	(54,499)	
Off Street Parking Fund	(1,985,069)	(602,357)	(611,765)	1,373,304	
Redevelopment Fund	(458,890)	(201,167)	364,213	823,102	
Police Academy	12,375	(18,340)	113,074	100,699	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	6,910	134	362	(6,548)	
Qualified Sinking Fund	2,740	499	1,250	(1,490)	
TIF 1C	—	—	—	—	
TIF 1D	—	—	—	—	
Operating Revenues Net of Expenditures	14,405,482	(5,306,241)	(5,433,687)	(19,839,170)	

OTHER FINANCING SOURCES & USES

TRANSFERS IN

General Fund	523,100	—	298,669	(224,431)	57%
Sewer Fund	700	—	—	(700)	—%
Debt Service Fund	300,000	—	300,000	—	100%
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	—	—	—	—	—
Economic Development Program Fund	1,034,681	—	—	(1,034,681)	—
Off Street Parking Fund	2,682,624	—	—	(2,682,624)	—%
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	220,633	—	220,633	—	—
Qualified Sinking Fund	250,000	—	—	(250,000)	—%

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

TIF 1C	—	—	—	—
TIF 1D	—	—	—	—
Total Transfers In	11,861,738	—	819,302	(11,042,436)

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

Total All Funds

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
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TRANSFERS OUT

General Fund	(2,330,536)	—	(300,000)	2,030,536	13%
Sewer Fund	(220,633)	—	(220,633)	—	—%
Debt Service Fund	(8,286,769)	—	—	8,286,769	—%
Capital Improvement Fund	—	—	—	—	—
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	—	—	—	—	—
Off Street Parking Fund	(300,000)	—	(298,669)	1,331	—
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	—	—	—	—	—
Qualified Sinking Fund	—	—	—	—	—
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
Total Transfers Out	(11,861,738)	—	(819,302)	11,042,436	7%

NET TRANSFERS

General Fund	(1,807,436)	—	(1,331)	1,806,105	—%
Sewer Fund	(219,933)	—	(220,633)	(700)	100%
Debt Service Fund	(7,986,769)	—	300,000	8,286,769	—
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	1,034,681	—	—	(1,034,681)	—
Off Street Parking Fund	2,382,624	—	(298,669)	(2,681,293)	—
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	220,633	—	220,633	—	100%
Qualified Sinking Fund	250,000	—	—	(250,000)	—%
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
Total Net Transfers	—	—	—	—	—

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

	Total All Funds				
	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OTHER REVENUE: BOND PROCEEDS					
Sewer Fund	—	—	—	—	—
Capital Improvement Fund	—	—	—	—	—
Economic Development	—	—	—	—	—
Program Fund	—	—	—	—	—
Off Street Parking Fund	—	—	—	—	—
Redevelopment Fund	—	—	—	—	—
Total Bond Proceeds	—	—	—	—	—
OTHER EXPENDITURES: CIP					
Sewer Fund	2,720,000	1,500	1,500	(2,718,500)	—%
Capital Improvement Fund	7,874,305	2,869	394,135	(7,480,170)	5%
Off Street Parking Fund	9,354,000	927,975	2,910,963	(6,443,037)	31%
Redevelopment Fund	17,786,142	2,593,075	4,150,507	(13,635,635)	23%
Total Capital Improvement	37,734,447	3,525,419	7,457,105	(30,277,342)	20%
OTHER EXPENDITURES: GRANTS					
Economic Development	5,500,000	416,200	1,355,437	(4,144,563)	25%
Program Fund	5,500,000	416,200	1,355,437	(4,144,563)	25%
Total Grants	5,500,000	416,200	1,355,437	(4,144,563)	25%
NET FUND ACTIVITY					
General Fund	(900,210)	(1,895,103)	(2,813,681)	(1,913,471)	
Sewer Fund	(2,563,293)	(392,447)	24,767	2,588,060	
Debt Service Fund	7,815,169	(2,271,251)	(1,528,831)	(9,344,000)	
Capital Improvement Fund	(672,000)	(110)	(387,154)	284,846	
Lottery Fund	(330,605)	52,629	144,865	475,471	
Economic Development	(5,469,208)	(399,296)	(2,413,824)	3,055,384	
Program Fund	(8,956,445)	(1,530,332)	(3,821,397)	5,135,048	
Off Street Parking Fund	(18,245,032)	(2,794,242)	(3,786,295)	14,458,737	
Police Academy	12,375	(18,340)	113,074	100,699	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	227,543	134	220,995	(6,548)	
Qualified Sinking Fund	252,740	499	1,250	(251,490)	
TIF 1C	—	—	—	—	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

TIF 1D	—	—	—	—
Net Activity	(28,828,965)	(9,247,860)	(14,246,229)	14,582,735

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

Total All Funds

	Ending Fund Balance As of		
	9/30/2023	12/31/2022	Variance
FUND BALANCE			
General Fund	16,336,806	13,523,125	(2,813,681)
Sewer Fund	3,625,600	3,650,367	24,767
Debt Service Fund	3,790,723	2,261,892	(1,528,831)
Capital Improvement Fund	3,042,852	2,655,698	(387,154)
Lottery Fund	4,671,760	4,816,626	144,866
Economic Development Program Fund	4,990,125	2,576,301	(2,413,824)
Off Street Parking Fund	8,943,408	5,122,011	(3,821,397)
Redevelopment Fund	22,678,982	18,892,687	(3,786,295)
Police Academy	133,688	246,763	113,075
TIF 1A	—	—	—
TIF 1B	—	—	—
Sewer Reserve Fund	1,967,531	2,188,526	220,995
Qualified Sinking Fund	529,057	530,308	1,251
TIF 1C	—	—	—
TIF 1D	\$ —	\$ —	\$ —
Net Fund Balance	\$ 70,710,532	\$ —	\$ 56,464,303
			\$(14,246,229)

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

General Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property taxes	\$ 11,152,784	\$ —	\$ 93,207	\$(11,059,577)	1%
Sales and use taxes	4,917,452	(421,026)	676,671	(4,240,781)	14%
Motor vehicle taxes	516,364	—	81,150	(435,214)	16%
Payments in Lieu of taxes	202,989	—	—	(202,989)	—%
State revenue	2,103,008	—	196,094	(1,906,914)	9%
Occupation and franchise taxes	4,032,382	178,438	635,843	(3,396,539)	16%
Licenses and permits	524,122	32,362	115,623	(408,499)	22%
Interest income	26,300	8,124	22,792	(3,509)	87%
Recreation Revenue	190,450	5,390	43,557	(146,893)	23%
Grant Income	245,910	15,547	34,538	(211,372)	14%
Other	312,128	2,394	71,309	(240,819)	23%
Garage fees	100,717	—	—	(100,717)	—%
Total Revenues	24,324,606	(178,771)	1,970,784	(22,353,822)	8%
EXPENDITURES					
Administrative Services	611,240	46,830	146,826	(464,413)	24%
Mayor and Council	234,488	18,274	50,413	(184,075)	21%
Boards & Commissions	7,154	129	1,071	(6,083)	15%
Building Maintenance	793,780	40,460	115,097	(678,683)	14%
Administration	745,600	60,120	172,068	(573,533)	23%
Police and Animal Control	6,460,467	434,733	1,385,925	(5,074,542)	21%
Fire	2,821,318	448,315	897,258	(1,924,060)	32%
Community Development	769,345	53,655	156,318	(613,028)	20%
Public Works	4,712,703	279,785	905,669	(3,807,034)	19%
Recreation	1,023,745	50,084	159,830	(863,915)	16%
Library	1,125,468	69,818	258,599	(866,869)	23%
Information Technology	549,126	23,695	84,465	(464,662)	15%
Human Resources	1,108,281	76,525	214,266	(894,014)	19%
Public Transportation	128,328	7,993	22,270	(106,058)	17%
Finance	647,835	59,237	127,753	(520,082)	20%
Communication	309,992	22,130	80,454	(229,538)	26%
Capital outlay	1,368,510	24,549	4,852	(1,363,658)	—%
Total Expenditures	23,417,380	1,716,332	4,783,134	(18,634,246)	20%
REVENUES NET OF EXPENDITURES	907,226	(1,895,103)	(2,812,350)	(3,719,576)	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

General Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery)	523,100	—	298,669	(224,431)	57%
Operating transfers out (DSF, OSP, CIP)	(2,330,536)	—	(300,000)	2,030,536	13%
Total other Financing Sources (Uses)	(1,807,436)	—	(1,331)	1,806,105	—%
NET FUND ACTIVITY	\$ (900,210)	\$ (1,895,103)	\$ (2,813,681)	\$ (1,913,471)	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Sewer Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
User fees	\$ 4,780,971	\$ (78,482)	\$ 1,256,695	\$ (3,524,276)	26%
Service charge and hook-up fees	125,110	1,693	7,839	(117,271)	6%
Miscellaneous	21	2	5	(16)	23%
Total Revenues	4,906,102	(76,786)	1,264,539	(3,641,563)	26%
EXPENDITURES					
Personnel Services	678,116	46,746	148,179	(529,937)	22%
Commodities	36,064	2,860	8,888	(27,176)	25%
Contract Services	3,427,689	15,627	611,709	(2,815,980)	18%
Maintenance	71,466	2,387	4,515	(66,951)	6%
Other	15,593	(1,160)	(1,160)	(16,753)	(7)%
Storm Water	59,926	—	1,200	(58,726)	2%
Capital Outlay	243,478	249,885	249,885	6,407	103%
Debt service					
Principal	—	—	—	—	—%
Interest	—	—	—	—	—%
Total Expenditures	4,532,332	316,346	1,023,216	(3,509,116)	23%
OPERATING INCOME (LOSS)	373,770	(393,132)	241,323	(132,447)	
NON-OPERATING REVENUE					
Interest income	2,870	2,186	5,577	2,707	194%
INCOME (LOSS) BEFORE TRANSFERS	2,870	2,186	5,577	2,707	194%
OTHER FINANCING SOURCES (USES)					
Operating transfers in	700	—	—	(700)	—%
Operating transfers out	(220,633)	—	(220,633)	—	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(2,720,000)	(1,500)	(1,500)	2,718,500	—%
Total other Financing Sources (Uses)	(2,939,933)	(1,500)	(222,133)	2,717,800	8%
NET INCOME (LOSS)	\$ (2,563,293)	\$ (392,447)	\$ 24,767	\$ 2,588,060	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Debt Service Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Taxes	\$ 898,223	\$ —	\$ 9,513	\$ (888,710)	1%
Sales and use taxes	2,430,603	(210,513)	338,335	(2,092,268)	14%
Motor vehicle taxes	3,636	—	302	(3,334)	8%
Payments in Lieu of taxes	20,298	—	—	(20,298)	—%
Other (Assessments/Fire Reimbursement)	504,338	—	84,056	(420,282)	17%
Interest income	5,030	2,717	7,504	2,474	149%
Bond Proceeds	15,000,000	—	—	(15,000,000)	—%
Total Revenues	18,862,129	(207,796)	439,711	(18,422,418)	2%
EXPENDITURES					
Administration	69,507	750	1,250	(68,257)	2%
Fire Contract Bond	218,051	36,050	72,100	(145,951)	33%
Debt service					
Principal	2,100,000	1,841,500	2,006,500	(93,500)	96%
Interest	672,633	185,155	188,693	(483,940)	28%
Total Expenditures	3,060,191	2,063,455	2,268,543	(791,648)	74%
REVENUES NET OF EXPENDITURES	15,801,938	(2,271,251)	(1,828,831)	(17,630,769)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF Hwy Alloc)	300,000	—	300,000	—	100%
Operating transfers out (CIP, OSP)	(8,286,769)	—	—	8,286,769	—%
Total other Financing Sources (Uses)	(7,986,769)	—	300,000	8,286,769	
NET FUND ACTIVITY	\$ 7,815,169	\$ (2,271,251)	\$ (1,528,831)	\$ (9,344,000)	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Capital Improvement Program Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	\$ 22,305	\$ 2,759	\$ 6,981	\$ (15,324)	31%
Grant income	330,000	—	—	(330,000)	—%
Special assessment	—	—	—	—	—%
Other income	—	—	—	—	—%
Total Revenues	352,305	2,759	6,981	(345,324)	2%
EXPENDITURES					
Administration	—	—	—	—	—%
Other	—	—	—	—	—%
Total Expenditures	—	—	—	—	—%
REVENUES NET OF EXPENDITURES	352,305	2,759	6,981	(345,324)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF, LF)	6,850,000	—	—	(6,850,000)	—%
Operating transfers out (DSF)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital outlay	(7,874,305)	(2,869)	(394,135)	7,480,170	5%
Total other Financing Sources (Uses)	(1,024,305)	(2,869)	(394,135)	630,170	38%
NET FUND ACTIVITY	\$ (672,000)	\$ (110)	\$ (387,154)	\$ 284,846	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Lottery Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Lottery Rev/Community Betterment	\$ 900,000	\$ 71,175	\$ 221,725	\$ (678,275)	25%
Lottery Tax Form 51	313,043	26,614	76,149	(236,895)	24%
Interest income	14,325	244	524	(13,801)	4%
Miscellaneous / Other	—	—	—	—	—%
Total Revenues	1,227,368	98,033	298,398	(928,970)	24%
EXPENDITURES					
Professional Services	109,580	4,000	23,800	(85,780)	22%
Salute to Summer	—	—	—	—	—%
Community Events	361,550	14,790	53,186	(308,364)	15%
Events - Marketing	50,000	—	398	(49,602)	1%
Recreation Events	—	—	—	—	—%
Concert & Movie Nights	—	—	—	—	—%
State Taxes	313,043	26,614	76,149	(236,895)	24%
Total Expenditures	834,174	45,405	153,533	(680,641)	18%
REVENUES NET OF EXPENDITURES	393,195	52,629	144,865	(248,329)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—
Operating transfers out (GF, SF, DSF, CIP)	(723,800)	—	—	723,800	—%
Total other Financing Sources (Uses)	(723,800)	—	—	723,800	—%
NET FUND ACTIVITY	\$ (330,605)	\$ 52,629	\$ 144,865	\$ 475,471	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Economic Development Program Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Other Income (Grant Payments)	\$ 145,747	\$ 15,276	\$ 37,917	\$ (107,830)	26%
Interest income	—	1,627	4,850	4,850	—%
Total Revenues	145,747	16,903	42,766	(102,981)	29%
EXPENDITURES					
Professional Services	—	—	—	—	—%
Financial / Legal Fees	500	—	400	(100)	80%
Debt service: (Warrants)					
Principal	1,050,000	—	1,050,000	—	100%
Interest	99,136	—	50,754	(48,382)	51%
Total Expenditures	1,149,636	—	1,101,154	(48,482)	96%
REVENUES NET OF EXPENDITURES	(1,003,889)	16,903	(1,058,387)	(54,499)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF)	1,034,681	—	—	(1,034,681)	—%
Operating transfers out	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Community Development - Grant	(5,500,000)	(416,200)	(1,355,437)	4,144,563	25%
Total other Financing Sources (Uses)	(4,465,319)	(416,200)	(1,355,437)	3,109,882	30%
NET FUND ACTIVITY	\$ (5,469,208)	\$ (399,296)	\$ (2,413,824)	\$ 3,055,384	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Off Street Parking Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Garage fees	\$ —	\$ 4,394	\$ 6,036	\$ 6,036	—%
Interest income	1,010	5,689	15,498	14,488	1534%
Total Revenues	1,010	10,083	21,533	20,523	2132%
EXPENDITURES					
General & Administrative	1,480	100	100	(1,380)	7%
Professional Services	170,465	13,300	34,071	(136,395)	20%
Maintenance	16,155	—	88	(16,067)	1%
Commodities	11,210	—	—	(11,210)	—%
Debt service:					
Principal	1,210,000	578,500	578,500	(631,500)	48%
Interest	576,769	20,540	20,540	(556,229)	4%
Total Expenditures	1,986,079	612,440	633,298	(1,352,781)	32%
REVENUES NET OF EXPENDITURES	(1,985,069)	(602,357)	(611,765)	1,373,304	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF, RDF)	2,682,624	—	—	(2,682,624)	—%
Operating transfers out	(300,000)	—	(298,669)	1,331	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(9,354,000)	(927,975)	(2,910,963)	6,443,037	31%
Total other Financing Sources (Uses)	(6,971,376)	(927,975)	(3,209,632)	3,761,744	46%
NET FUND ACTIVITY	\$ (8,956,445)	\$ (1,530,332)	\$ (3,821,397)	\$ 5,135,048	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

Redevelopment Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Sales and use taxes	\$ 2,430,603	\$ (210,513)	\$ 338,335	(2,092,268)	14%
Occupation and franchise taxes	57,586	41	86	(57,500)	—%
Interest income	19,585	14,188	38,244	18,659	195%
Total Revenues	2,507,774	(196,284)	376,666	(2,131,109)	15%
EXPENDITURES					
Professional Services	285,000	4,883	12,453	(272,547)	4%
Financial / Legal Fees	1,750	—	—	(1,750)	—%
Debt service: (Warrants)				—	—%
Principal	1,350,000	—	—	(1,350,000)	—%
Interest	1,329,914	—	—	(1,329,914)	—%
Total Expenditures	2,966,664	4,883	12,453	(2,954,211)	—%
REVENUES NET OF EXPENDITURES	(458,890)	(201,167)	364,213	823,102	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out (OSP)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(17,786,142)	(2,593,075)	(4,150,507)	13,635,635	23%
Total other Financing Sources (Uses)	(17,786,142)	(2,593,075)	(4,150,507)	13,635,635	
NET FUND ACTIVITY	<u>\$(18,245,032)</u>	<u>\$ (2,794,242)</u>	<u>\$ (3,786,295)</u>	<u>\$ 14,458,737</u>	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Police Academy Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
Academy income	\$ 214,500	\$ —	\$ 162,626	\$ (51,874)	76%
Interest income	140	108	292	152	208%
Other income	—	—	—	—	—%
Total Revenues	214,640	108	162,918	(51,722)	76%
EXPENDITURES					
Personnel Services	184,165	13,761	43,431	(140,733)	24%
Commodities	2,150	133	775	(1,375)	36%
Contract Services	10,450	271	1,192	(9,258)	11%
Other Charges	5,500	4,284	4,444	(1,056)	81%
Total Expenditures	202,265	18,448	49,843	(152,421)	25%
REVENUES NET OF EXPENDITURES	12,375	(18,340)	113,074	100,699	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF)	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	—	—	—	—	
NET FUND ACTIVITY	\$ 12,375	\$ (18,340)	\$ 113,074	\$ 100,699	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

TIF 1A Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Tax	\$ 389,569	\$ —	\$ —	(389,569)	—%
Total Revenues	389,569	—	—	(389,569)	—%
EXPENDITURES					
TIF Distributed Funds	385,673	—	—	(385,673)	—%
Contract Services	3,896	—	—	(3,896)	—%
Total Expenditures	389,569	—	—	(389,569)	—%
REVENUES NET OF EXPENDITURES	—	—	—	—	—
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	—	—	—	—	—
NET FUND ACTIVITY	\$ —	\$ —	\$ —	\$ —	—

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

TIF 1B Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Tax	\$ 491,954	\$ —	\$ —	(491,954)	—%
Total Revenues	491,954	—	—	(491,954)	—%
EXPENDITURES					
TIF Distributed Funds	487,034	—	—	(487,034)	—%
Contract Services	4,920	—	—	(4,920)	—%
Total Expenditures	491,954	—	—	(491,954)	—%
REVENUES NET OF EXPENDITURES	—	—	—	—	—
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	—	—	—	—	—
NET FUND ACTIVITY	\$ —	\$ —	\$ —	\$ —	—

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Sewer Reserve Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	\$ 6,910	\$ 134	\$ 362	(6,548)	5%
Total Revenues	6,910	134	362	(6,548)	5%
EXPENDITURES					
Other	—	—	—	—	—%
Total Expenditures	—	—	—	—	—%
REVENUES NET OF EXPENDITURES					
	6,910	134	362	(6,548)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	220,633	—	220,633	—	100%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	220,633	—	220,633	—	
NET FUND ACTIVITY	\$ 227,543	\$ 134	\$ 220,995	\$ (6,548)	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

Qualified Sinking Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	\$ 2,740	\$ 499	\$ 1,250	(1,490)	46%
Total Revenues	2,740	499	1,250	(1,490)	46%
EXPENDITURES					
Other	—	—	—	—	—%
Total Expenditures	—	—	—	—	—%
REVENUES NET OF EXPENDITURES					
	2,740	499	1,250	(1,490)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	250,000	—	—	(250,000)	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	250,000	—	—	(250,000)	
NET FUND ACTIVITY					
	\$ 252,740	\$ 499	\$ 1,250	\$ (251,490)	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the Third Month Ending December 31, 2022

25% of the Fiscal Year 2023

TIF 1C Fund

	Budget (12 month)	Third MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Tax	\$ 48,302	\$ —	\$ —	(48,302)	—%
Total Revenues	48,302	—	—	(48,302)	—%
EXPENDITURES					
TIF Distributed Funds	47,819	—	—	(47,819)	—%
Contract Services	483	—	—	(483)	—%
Total Expenditures	48,302	—	—	(48,302)	—%
REVENUES NET OF EXPENDITURES	—	—	—	—	—
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	—	—	—	—	—
NET FUND ACTIVITY	\$ —	\$ —	\$ —	\$ —	—

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Third Month Ending December 31, 2022
25% of the Fiscal Year 2023

TIF 1D Fund

	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Tax	\$ 21,672	\$ —	\$ —	(21,672)	—%
Total Revenues	21,672	—	—	(21,672)	—%
EXPENDITURES					
TIF Distributed Funds	21,455	—	—	(21,455)	—%
Contract Services	217	—	—	(217)	—%
Total Expenditures	21,672	—	—	(21,672)	—%
REVENUES NET OF EXPENDITURES					
	—	—	—	—	—
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	—	—	—	—	—
NET FUND ACTIVITY	\$ —	\$ —	\$ —	\$ —	

Design Workshop, Inc.
 Landscape Architecture
 Planning
 Urban Design
 Strategic Services

February 6, 2023

Invoice No: 0073444

Current Invoice Total	\$5,548.75
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Cindy Miserez
 City of La Vista
 8116 Parkview Blvd.
 La Vista, NE 68128

Project 006605.00 La Vista - 84th Street Bridge

Professional Services from January 1, 2023 to January 31, 2023

Task 001 1.1 Preliminary Design
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	100.00	18,400.00	18,400.00	0.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	5.45	109.00	109.00	0.00

Total Fee **0.00**

Total this Task **0.00**

Task 002 1.2 Final Design
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	37.5543	10,365.00	6,405.00	3,960.00
Consultant	3,000.00	52.9583	1,588.75	0.00	1,588.75
Reimbursable Expenses	2,000.00	0.437	8.74	8.74	0.00

Total Fee **5,548.75**

Total this Task **\$5,548.75**

Task 003 2.0 Civil and Structural
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Schemmer	152,270.00	32.7502	49,868.75	49,868.75	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00

Total Fee **0.00**

DESIGNWORKSHOP

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 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	006605.00	La Vista - 84th Street Bridge	Invoice	0073444
			Total this Task	0.00
			Total this Invoice	<u>\$5,548.75</u>

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

DESIGNWORKSHOP

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

PAYMENT RECOMMENDATION NO. 3 ON CONTRACT FOR
CENTRAL PARK ACCESS ROAD – PARK VIEWOwner: City of La Vista
8116 Park View Blvd
La Vista, NE 68128Contractor: Mackie Construction
14565 Portal Circle, Suite 117
La Vista, NE 68138CONTRACT AMOUNT \$1,090,474.43
REVISED CONTRACT AMOUNT \$1,038,166.03

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S) \$ 637,383.74

Item	Description	Approx. Quantity	Unit Price	Amount
1	Mobilization	1.00	L.S. \$ 78,769.30 / L.S.	\$ 78,769.30
2	Install, Maintain and Remove Orange Safety Fence	0.00	L.F. \$ 4.12 / L.F.	\$ 0.00
3	Remove Wooden Picnic Structure, Floor Slab and Footings	1.00	L.S. \$ 5,729.06 / L.S.	\$ 5,729.06
4	Clearing and Grubbing	0.86	L.S. \$ 9,208.05 / L.S.	\$ 7,918.92
5	Stockpile and Redistribute Topsoil (760 CY Moved Twice), Established Quantity	1250.00	C.Y. \$ 9.39 / C.Y.	\$ 11,737.50
6	Common Earthwork, In Place, Established Quantity	2100.00	C.Y. \$ 37.54 / C.Y.	\$ 78,834.00
7	Remove and Dispose Existing Bridge Headwalls	1.00	L.S. \$ 22,380.84 / L.S.	\$ 22,380.84
8	Remove and Dispose of Existing Wooden Bridge	1.00	L.S. \$ 6,057.38 / L.S.	\$ 6,057.38
9	Remove and Salvage Existing Monument, Flag Pole, Pavers and Blocks	1.00	L.S. \$ 5,865.00 / L.S.	\$ 5,865.00
10	Remove and Dispose ACC Pavement	395.00	S.Y. \$ 14.08 / S.Y.	\$ 5,561.60
11	Remove and Dispose PCC Pavement	500.00	S.Y. \$ 16.43 / S.Y.	\$ 8,215.00
12	Remove and Dispose PCC Sidewalk	325.00	S.Y. \$ 10.56 / S.Y.	\$ 3,432.00
13	Remove and Dispose of 4 Ft Tall Chain Link Fence	225.00	L.F. \$ 7.04 / L.F.	\$ 1,584.00
14	Remove and Dispose Crushed Rock Surfacing	270.00	S.Y. \$ 8.22 / S.Y.	\$ 2,219.40
15	Remove and Replace 8" PCC Pavement (Panel Repair)	145.00	S.Y. \$ 88.81 / S.Y.	\$ 12,877.45
16	Remove and Recompact Sewer Trench Backfill	200.00	C.Y. \$ 99.71 / C.Y.	\$ 19,942.00

Payment Recommendation No.3
 Thompson Creek – Central Park East
 February 8, 2023
 Page 2 of 5

17	Subgrade Recompaction, Established Quantity	1100.00	C.Y.	\$	7.63	/	C.Y.	\$	8,393.00
18	Construct 18" RCP Storm Sewer w/Bedding, In Place	200.00	L.F.	\$	111.44	/	L.F.	\$	22,288.00
19	Construct 24" RCP Storm Sewer w/Bedding, In Place	175.00	L.F.	\$	145.46	/	L.F.	\$	25,455.50
20	Construct 18" Storm Sewer Tap in Box Culvert	1.00	EA.	\$	3,419.30	/	EA.	\$	3,419.30
21	Construct 24" Storm Sewer Tap in Box Culvert	1.00	EA.	\$	4,039.82	/	EA.	\$	4,039.82
22	Construct Type III Curb Inlet, In Place	4.00	EA.	\$	7,218.65	/	EA.	\$	28,874.60
23	Construct 30" Nyloplast Drain Basin, Heavy Duty w/30" Dome Grate and 18" RCP Connector	1.00	EA.	\$	7,564.68	/	EA.	\$	7,564.68
24	Construct 54" I.D. Storm Sewer Manhole, In Place	11.00	V.F.	\$	903.00	/	V.F.	\$	9,933.00
25	Construct 8'W by 6'H Reinforced Concrete Box Culvert, In Place	80.00	L.F.	\$	2,157.41	/	L.F.	\$	172,592.80
26	Construct Reinforced Concrete Wing Walls, Cast In Place	85.00	C.Y.	\$	801.51	/	C.Y.	\$	68,128.35
27	Construct 5" PCC Sidewalk, In Place	0.00	S.Y.	\$	80.15	/	S.Y.	\$	0.00
28	Construct 6" PCC Trail Pavement, In Place	50.00	S.Y.	\$	70.95	/	S.Y.	\$	3,547.50
29	Construct 8" PCC Curb Ramp, In Place	0.00	S.Y.	\$	144.68	/	S.Y.	\$	0.00
30	Construct 8" PCC Imprinted Surfacing, In Place	0.00	S.Y.	\$	110.90	/	S.Y.	\$	0.00
31	Construct 8" PCC Pavement, w and w/o Curb, In Place	2040.00	S.Y.	\$	69.49	/	S.Y.	\$	141,759.60
32	Construct 9" PCC Pavement, (Park View Blvd), In Place	65.00	S.Y.	\$	96.43	/	S.Y.	\$	6,267.95
33	Construct 4 Ft Tall, Black Vinyl Coated, Chain Link Fence, In Place	0.00	L.F.	\$	43.41	/	L.F.	\$	0.00
34	Rout & Seal Existing Pavement Joints	0.00	L.F.	\$	4.12	/	L.F.	\$	0.00
35	Furnish & Install Baffle Plates in Existing Storm Manhole	0.00	L.S.	\$	5,255.04	/	L.S.	\$	0.00
36	Install 4" Wide, White Pavement Marking Paint, In Place	0.00	L.F.	\$	4.70	/	L.F.	\$	0.00
37	Install 12" Wide, White Pavement Marking Paint, Grooved, In Place	0.00	L.F.	\$	15.43	/	L.F.	\$	0.00

Payment Recommendation No.3
 Thompson Creek – Central Park East
 February 8, 2023
 Page 3 of 5

38	Install 24" Wide, White Pavement Marking Paint, Grooved In Place	0.00	L.F.	\$	21.24	/	L.F.	\$	0.00
39	Furnish and Install ADA Detectable Warnings, Cast Iron, Natural Finish	0.00	S.F.	\$	25.68	/	S.F.	\$	0.00
40	Furnish and Install Traffic Control Signage, In Place	0.00	EA.	\$	478.88	/	EA.	\$	0.00
41	Install, Maintain and Remove Stabilized Construction Entrance	1.00	EA.	\$	6,862.05	/	EA.	\$	6,862.05
42	Install and Maintain Fabric Silt Fence	0.00	L.F.	\$	4.40	/	L.F.	\$	0.00
43	Remove and Dispose Fabric Silt Fence	0.00	L.F.	\$	0.60	/	L.F.	\$	0.00
44	Temporary Seeding w/Straw Mulch	0.00	AC.	\$	1,759.50	/	AC.	\$	0.00
45	K-31 Fescue Seed w/Straw Mulch	0.00	AC.	\$	3,636.30	/	AC.	\$	0.00
46	Furnish and Install Straw Wattle, 12" Diameter	0.00	L.F.	\$	5.57	/	L.F.	\$	0.00
47	Install, Maintain and Remove Curb Inlet Filter	0.00	EA.	\$	293.25	/	EA.	\$	0.00
48	Install, Maintain and Remove Grate Inlet Filter	0.00	EA.	\$	469.20	/	EA.	\$	0.00
49	Water Management, Complete	0.00	L.S.	\$	14,662.50	/	L.S.	\$	0.00
50	Furnish and Install Flex-A-Mat, In Place	0.00	S,F,	\$	13.79	/	S,F,	\$	0.00
51	Furnish & Install Access Gates	0.00	L.S.	\$	13,183.35	/	L.S.	\$	0.00
52	Furnish & Install Access Gate Control System w/Detection Loops	0.00	L.S.	\$	8,797.50	/	L.S.	\$	0.00
53	Furnish & Install 1-1/2-Inch PVC Conduit, In Place, Access Gate Controls	0.00	L.F.	\$	24.34	/	L.F.	\$	0.00
54	Furnish & Install Fiberglass Pull Box, Type PB-6, Access Gate Controls	0.00	EA.	\$	2,129.00	/	EA.	\$	0.00
55	Grounding Rod, Copper-Clad, 8-Ft. Long, 1/2-inch Diameter	0.00	EA.	\$	480.93	/	EA.	\$	0.00
56	Roadway Area Luminaire, LED Fixture, 252-LEDS, 120-V-AC or 12-V-DC, Equal to 210 Watt Inc Lamp	0.00	EA.	\$	4,420.51	/	EA.	\$	0.00
57	Light Poles, Glass V-30 ft Treated Poles, Excluding Concrete Bases, 20-Ft Mounting Height	0.00	EA.	\$	3,453.32	/	EA.	\$	0.00

Payment Recommendation No.3
 Thompson Creek – Central Park East
 February 8, 2023
 Page 4 of 5

58	Circuit Breakers, Bolt-on, 10k A-I.C., 2-pole, 240-volt, 15-50 Amp	0.00	EA.	\$	304.98	/	EA.	\$	0.00
59	Excavating Utility Trench, Common Earth, Chain Trencher 4" Wide, 18" Deep	0.00	L.F.	\$	14.67	/	L.F.	\$	0.00
60	Wire, copper, solid, 600-volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	0.00	C.L.F.	\$	213.10	/	C.L.F.	\$	0.00
61	PVC Conduit, Schedule 40, 3/4" Dia., to 10 Ft High, including terminations, fittings and support	0.00	L.F.	\$	22.44	/	L.F.	\$	0.00
62	Wire, copper, solid, 600-volt, #10, type XLPE USE (RHW), normal installation conditions in wireway, conduit, cable tray	0.00	C.L.F.	\$	675.65	/	C.L.F.	\$	0.00
63	PVC Conduit, Schedule 40, 1- 1/2" Dia., to 10 Ft High, including terminations, fittings and support	0.00	L.F.	\$	44.87	/	L.F.	\$	0.00
64	Wire, copper, stranded, 600 volt, #6, type THW, normal installation conditions in wireway, conduit, cable tray	0.00	C.L.F.	\$	8,991.05	/	C.L.F.	\$	0.00
65	Load centers-meter combo, 1 phase, 3-wire, main lugs, rainproof, 120/240-V, 100 amp, 12 circuits	0.00	EA.	\$	13,606.80	/	EA.	\$	0.00
66	HDPE Conduit, DR 13.5, 1- 1/2" Dia., including terminations, fittings and support	0.00	L.F.	\$	44.87	/	L.F.	\$	0.00
CO-1.1.	Milbank 100A Commercial Power Pedestal, In Place	0	LS	\$	7,600.00	/	LS	\$	0.00
CO-1.2	Furnish & Install 1-1.2 Inch HDPE Conduit, In Place	0	L.F.	\$	18.00	/	L.F.	\$	0.00
CO-1.3	#3 AWG THHN Copper Conductor (OPPD Primary)	0	L.F.	\$	5.16	/	L.F.	\$	0.00
CO-1.4	Furnish & Install Fiberglass Pull Box, Type PB-6, Access Gate Controls	0	EA.	\$	1,815.00	/	EA.	\$	0.00
CO-1.5	#12 AWG THHN Copper Conductor (Access Gate Controls)	0	L.F.	\$	1.79	/	L.F.	\$	0.00
CO-1.6	#6 AWG THHN Copper Conductor (Holiday Lighting Circuit)	0	L.F.	\$	4.58	/	L.F.	\$	0.00

Payment Recommendation No.3
Thompson Creek – Central Park East
February 8, 2023
Page 5 of 5

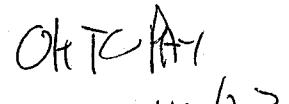
CO-1.7	Receptacle Post, Containing One (1) GFCI Duplex Receptacle with In-Use Cover and Mounted in a Gard-N-Post	0	EA.	\$	950.00	/	EA.	\$	0.00
CO-1.8	Soil Stabilization at Box Culvert	1	LS	\$	8,058.09	/	LS	\$	8,058.09
<hr/>									
TOTAL									
LESS 10% RETAINED									
LESS PREVIOUS PAYMENT RECOMMENDATION(S)									
<hr/> TOTAL DUE TO CONTRACTOR									
\$ 788,307.69									
\$ 78,830.77									
\$ 637,383.74									
\$ 72,093.18									

We recommend that payment in the amount of \$72,093.18 be made to Mackie Construction.

Respectfully submitted,



Bradley P. Huyck, P.E.
THOMPSON, DREESSEN & DORNER, INC.


DMS 2/14/23

cc: Mackie Construction



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

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Unit 312; Sioux Falls, SD 57108
Office: 605/951-0886

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

Invoice number 155147
Date 02/01/2023
Project 0171-21 CITY OF LA VISTA MISC.
SERVICES, 2021, SURVEY

Professional Services from November 23, 2021 through February 01, 2023

0171-21-001 PART OF LOTS 1 THROUGH 4, LA VISTA CITY CENTRE REPLAT 4 TOGETHER WITH PART
OF TAX LOT 12 IN THE NW 1/4 OF SECTION 14-14-12, SARPY COUNTY, NEBRASKA.

Description	Current Billed
Prepare Topographic Survey - City Centre Improvements	8,875.00
Total	8,875.00

Invoice total 8,875.00

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

OKIC A-1
PMO 2/14/23
1671.0917.000 - PARK SEC 1

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CITY OF LA VISTA NE
8116 PARK VIEW BLVD
LA VISTA, NE 68128

FROM J.E. Dunn Construction Company
CONTRACTOR: 1001 Locust St
Kansas City, MO 64106

PROJECT: Central Park Pavilion and Site Improvements
8116 PARK VIEW BLVD
LA VISTA, NE 68128

ARCHITECT: Bruce Niedermeyer
301 GRAND AVE
DES MOINES, IA 50309

APPLICATION NO.: 8
PERIOD TO: 01-31-2023
PROJECT NOS.: 21046300
INVOICE NO.: 21046300008
CONTRACT DATE: 05-10-2022

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: Central Park Pavilion and Site Improvements

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 15,955,803
2. Net change by change orders	\$ 0
3. CONTRACT SUM TO DATE (Line1 +/- 2)	\$ 15,955,803
4. TOTAL COMPLETED & STORED TO DATE	\$ 7,470,595

(Column G on G703)

5. RETAINAGE:

(Total retainage Column I of G703)	\$ 646,768
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6. TOTAL EARNED LESS RETAINAGE	\$ 6,823,827
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(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 5,736,708
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8. CURRENT PAYMENT DUE	\$ 1,087,119
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9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$ 9,131,976
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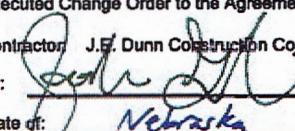
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0	0
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0	0
Net Change by Change Orders		0	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

WARNING: DO NOT CHANGE ESTABLISHED PAYMENT INSTRUCTIONS FOR PAYMENTS TO J.E. DUNN CONSTRUCTION COMPANY. J.E. Dunn Construction Company does not change its bank routing or account numbers. Do not accept or rely upon emails or correspondence requesting changes to J.E. Dunn Construction Company's established payment instructions. Any change to J.E. Dunn Construction Company's payment instructions can only be made by a fully executed Change Order to the Agreement between Owner and J.E. Dunn Construction Company.

Contractor: J.E. Dunn Construction Company

By: 

Date: 2.7.23

State of: Nebraska

County of: Sarpy

Subscribed and sworn to before

me this 7th day of February 2023

Notary Public:

My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 1,087,119.00

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Bruce Niedermeyer

By: 

Date: 02/07/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK TO PAY
PMD 2/14/23

16.71.0917.001-PART 18001

J.E. Dunn Construction Company

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8

APPLICATION DATE: 02-07-2023

INVOICE NO.:

PERIOD TO: 01-31-2023

21046300008

PROJECT NO: 21046300

A	B	C			D		F	G	H	I				
		SCHEDULED VALUE		WORK COMPLETED (D+E)		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED % (G/C) TO DATE	PER- CENTAGE	BALANCE TO FINISH
01	PRECONSTRUCTION	14,300	0	14,300	14,300	0	0	0	0	0	14,300	100	0	0
	PRECONSTRUCTION Total:	14,300	0	14,300	14,300	0	0	0	0	0	14,300	100	0	0
02	GENERAL CONDITIONS	1,045,767	-184,700	861,067	335,816	34,992	0	0	0	0	370,808	43	490,258	0
	GENERAL CONDITIONS Total:	1,045,767	-184,700	861,067	335,816	34,992	0	0	0	0	370,808	43	490,258	0
03	PERMITS, BONDS, & INSURANCE	308,977	135,668	444,645	444,645	-9,052	0	0	0	0	435,593	98	9,052	0
	PERMITS, BONDS, & INSURANCE Total:	308,977	135,668	444,645	444,645	-9,052	0	0	0	0	435,593	98	9,052	0
04	DIRECT COSTS													
02330	Earthwork	337,026	8,862	346,888	277,189	14,398	0	0	0	0	291,585	84	55,303	28,158
02455	Pipe Piles	0	156,050	156,050	156,050	0	0	0	0	0	156,050	100	0	15,605
02500	Site Utilities	678,094	15,302	694,396	1,075	104,535	0	0	0	0	105,810	15	586,786	10,561
02790	Athletic Surfacing	96,311	-65,285	31,026	0	0	0	0	0	0	0	0	31,026	0
02810	Lawn Sprinklers	62,140	147,680	209,820	0	0	0	0	0	0	0	0	209,820	0
02815	Fountain Allowance	336,300	0	336,300	0	0	0	0	0	0	0	0	336,300	0
02833	Retaining Wall	339,000	0	339,000	0	0	0	0	0	0	0	0	339,000	0
02900	Landscaping	135,400	75,383	210,783	0	0	0	0	0	0	0	0	210,783	0
03330	CIP Concrete	4,002,844	137,908	4,140,752	2,770,843	352,774	0	0	0	0	3,123,617	75	1,017,135	312,362
04210	Masonry	859,200	49,800	909,100	548,378	209,742	0	0	0	0	758,119	83	150,981	75,812
05100	Structural Steel	616,500	29,438	645,938	640,119	0	0	0	0	0	640,119	99	5,820	64,012
05700	Railings	677,865	0	677,865	0	0	0	0	0	0	0	0	677,865	0
06199	Rough Carpentry	159,565	0	159,565	0	0	0	0	0	0	0	0	159,565	0
06299	Finish Carpentry	37,037	6,788	43,835	0	0	0	0	0	0	0	0	43,835	0
07100	Waterproofing	74,384	203,814	278,198	54,674	45,222	0	0	0	0	98,898	36	178,302	9,990
07410	Roofing	181,000	318,394	499,394	88,095	31,668	0	0	0	0	117,763	24	381,631	11,778
074104	Metal Wall Panels	215,148	0	215,148	0	0	0	0	0	0	0	0	215,148	0
07460	Siding	27,096	-27,096	0	0	0	0	0	0	0	0	0	0	0
07900	Joint Sealants	19,051	-19,051	0	0	0	0	0	0	0	0	0	0	0
08110	Doors & Hardware	115,922	-13,354	102,588	59,050	0	0	0	0	0	59,050	58	43,518	5,905
08330	Ceilng Doors	25,718	-8,710	17,008	0	0	0	0	0	0	0	0	17,008	0
08400	Glazing	135,180	27,840	163,020	11,210	15,650	0	0	0	0	26,860	16	136,160	2,686
09250	Framing & Drywall	96,421	79,400	175,821	86,721	26,300	0	0	0	0	113,021	64	82,800	11,302
09300	Flooring	83,180	-58,869	26,311	0	0	0	0	0	0	0	0	26,311	0
09900	Painting	98,705	-51,824	46,881	0	0	0	0	0	0	0	0	46,881	0
10199	Specialties	27,636	61,585	89,221	0	0	0	0	0	0	0	0	89,221	0

J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 In tabulation below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Page: 3

APPLICATION NUMBER: 8

APPLICATION DATE: 02-07-2023

INVOICE NO.:

PERIOD TO: 01-31-2023

21046300008

PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD				
10800	Site Furnishings	447,280	-134,417	312,863	0	28,292	0	28,292	9	284,571
11600	Food Service Equipment	504,142	-88,449	414,693	0	0	0	0	0	414,693
12510	Boardwalk	390,947	-390,947	0	0	0	0	0	0	0
15400	Plumbing & HVAC	1,228,350	0	1,228,350	492,914	271,642	0	764,558	62	463,794
16000	Electrical	1,549,371	0	1,549,371	136,848	46,298	0	183,146	12	1,366,225
35000	Escalation Allowance	192,065	-192,065	0	0	0	0	0	0	0
	DIRECT COSTS Total:	13,749,678	270,287	14,019,965	5,321,165	1,146,519	0	6,467,684	46	7,552,281
05	CONTINGENCY	447,515	-221,255	226,260	0	0	0	0	0	226,260
	CONTINGENCY Total:	447,515	-221,255	226,260	0	0	0	0	0	226,260
06	FEE	389,566	0	389,566	152,898	29,312	0	182,210	47	207,356
	FEE Total:	389,566	0	389,566	152,898	29,312	0	182,210	47	207,356
	Total:	15,955,803	0	15,955,803	6,268,824	1,201,771	0	7,470,595	47	8,485,206
	Project Total:	15,955,803	0	15,955,803	6,268,824	1,201,771	0	7,470,595	47	8,485,206
										646,768

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT
 THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006



January 5, 2023

Mr. Ron Bartlett
 City of Omaha-EQCD
 5600 South 10th Street
 Omaha, NE 68107-3501

RE: Omaha-La Vista WSA
 Sanitary Sewer Connection Fee Reporting
 Quarter 4 of 2022

Dear Ron,

In accordance with Amendment No. 3 to the Wastewater Service Agreement between the City of Omaha and the City of La Vista, we are submitting this report for the 4th quarter of 2022. There was one (1) connection to the Stonybrook Outfall within the quarter to report. The following is a summary of the properties for which the fees were applicable and have been collected:

13356 Centech Road

Abante Holdings

If you have questions about this report, please contact me.

This submittal makes the City of La Vista current in the remittance of sewer connection fees to the City of Omaha, to the best of my knowledge.

Submitted by:

Pat M. Dowse

Patrick M. Dowse, P.E.
 City Engineer

Enclosure

Cc Mr. Kevin Pokorny, Director of Administrative Services

City Hall
 8116 Park View Blvd.
 La Vista, NE 68128-2198
 402.331.4343 [P](#)
 402.331.4375 [F](#)

Community Development
 8116 Park View Blvd.
 402.593.6400 [P](#)
 402.593.6445 [F](#)

Library
 9110 Giles Rd.
 402.537.3900 [P](#)
 402.537.3902 [F](#)

Police
 7701 S. 96th St.
 402.331.1582 [P](#)
 402.331.7210 [F](#)

Public Works
 9900 Portal Rd.
 402.331.8927 [P](#)
 402.331.1051 [F](#)

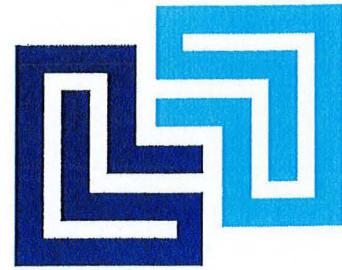
Recreation
 8116 Park View Blvd.
 402.331.3455 [P](#)
 402.331.0299 [F](#)

**City Of La Vista
Remittance Calculation to Omaha
Quarterly Report to City of Omaha**

Date 1/5/2023

4th Qtr of 2022

Project Multi-Family	Legal	Address	Acres	La Vista	La Vista	Omaha
				Tract Fee Rate	Tract Conn Fee Collected	Sr. Conn. Fee Remitted, 95%
Comm/Ind						
Abante Holdings	Lot 1 Centech Business Park Replat 5	13356 Centech Road	0 Units	\$1,117.00 per Unit	\$ -	\$ -
			2.1 Acres	\$7,777.00 per Acre	\$ 16,331.70	\$ 15,515.12
				Total		\$ 15,515.12



MEMO

TO: Kevin Pokorny, Director of Administrative Services
FROM: Pat Dowse, City Engineer
CC:
DATE: January 5, 2023
RE: Quarter 4 Sewer Fees to the City of Omaha

Herewith is my letter and report for Quarter 4 of 2022 Sewer Fees for connections to the Stonybrook Outfall Sewer to Ron Bartlett at the City of Omaha. To my knowledge, there was one (1) building and connection fee collected within the Stonybrook Outfall Sewer catchment area for the reporting area. As a matter of record keeping, the attached report was generated.

If you agree with my findings, please send my report letter and worksheet onto Ron Bartlett at the address on my letter.

Please feel free to contact me if you have questions, or do not agree.

Attachments



A-9

July 8, 2022

Ms. Cindy Miserez
Finance Director
City of La Vista
Via: Email

Dear Cindy,

Our interlocal agreement with the Papillion Creek Watershed Partnership requires that we submit payment of the watershed fees (AKA storm water management fees) by July 1 of each year.

The following is a summary of the properties for which the fees were applicable and have been collected:

8817 S 117TH ST

6910 S 118TH ST

11623 EMILINE ST

8302 CITY CENTRE DR

12434 SOUTHPORT PKWY

12410 SOUTHPORT PKWY

7875 S 84TH ST

9800.5 HUPP DRIVE

Freds Heating & Air

R.E. Contracting Bldg.

Streck Housing

Astro Theater

North Lot strip mall-shell only

Starbucks-shell only building

Parking Garage 2

Barret Contractors Hupp Drive Addition

I recommend that payment be made to the Papio-Missouri River Natural Resources District in the amount of **\$69,472.19** and be sent to the attention of Lori Laster. This should go to a City Council meeting for authorization of payment in the month of July. I have enclosed a spreadsheet showing the calculation of the fees.

Contact me if you need more details.

Prepared by:

Patrick M. Dowse
City Engineer

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F



Enclosure

Cc: Pam Buethe
File

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

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

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402.537.3902 **F**

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402.331.7210 **F**

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

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

Storm Water Management Fee Tracking

Updated

8-Jul-22

July 1, 2021 to June 30, 2022

Based on City Engineer Bldg Permit Review Letters and/or Monthly Bldg Permit Reports

Location.....	Project Name.....	Permit Date	Acres	Fee per Ac.	Collected
8817 S 117TH ST	Freds Heating & Air	July 2021	3.64	\$5,087.00	18,516.68
6910 S 118TH ST	R.E. Contracting Bldg.	October 2021	0.68	\$5,087.00	3,459.16
11623 EMILINE ST	Streck Housing	September 2021	3.03	\$4,302.00	13,035.06
8302 CITY CENTRE DR	Astro Theater	November 2021	2.04	\$5,087.00	10,377.48
12434 SOUTHPORT PKWY	North Lots strip mall-shell only	January 2022	1.55	\$5,214.00	8,081.70
12410 SOUTHPORT PKWY	Starbucks-shell only building	January 2022	0.7	\$5,214.00	3,649.80
7875 S 84TH ST	Parking Garage 2	April 2022	1.27	\$5,087.00	6,460.49
9800.5 HUPP DR.	Barrret Contractors Hupp Drive Addition	June 2022	1.13	\$5,214.00	5,891.82
Total for June 30, 2022 Payment to the PMRNRD					\$69,472.19

Notes: This period goes back to July 1, 2021 and does not match our fiscal year. It matches the NRD fiscal year.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA**

Subject:	Type:	Submitted By:
PAYMENT AUTHORIZATION – EMERGENCY SEWER CAMERA REPAIRS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing payment to MacQueen Equipment, St. Paul, Minnesota for emergency repairs made to the sewer camera in an amount not to exceed \$8,250.92.

FISCAL IMPACT

The Sewer Maintenance Budget provides funding for the repairs.

RECOMMENDATION

Approval.

BACKGROUND

The Sewer Camera was repaired on an emergency basis.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO MACQUEEN EQUIPMENT, ST. PAUL, MINNESOTA FOR EMERGENCY REPAIRS MADE TO THE SEWER CAMERA IN AN AMOUNT NOT TO EXCEED \$8,250.92.

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

WHEREAS, the Sewer Maintenance Budget provides funding for the repairs; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to MacQueen Equipment, St. Paul, Minnesota for emergency repairs made to the sewer camera in an amount not to exceed \$8,250.92.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

4607 SE Rio Court

Ankeny, IA 50021

515-289-9994 • 800-933-1190

PLEASE REMIT TO:

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: CITY OF LA VISTA
8116 Park View Blvd
La Vista NE 68128

Branch		
ANKENY IA		
Date	Time	Page
02/03/23	22:45:21 (B)	01
Account No	Phone No	Inv No
LAVIS001	4023318927	W03917
Ship Via	Purchase Order	
	ESTIMATE	
Tax ID No		
		Salesperson
		279

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C009077	RCX90 CAMERA	422	5613180		
	RCX90	1			

SEGMENT# 1 C 1380 EN200 01/27/23 01/27/23

RCX-90 KIT 2 Seal Maintenance

CORRECTION:

2-2-23 Disassembled camera removed all o rings and cleaned.
Replaced bent swivel axles and bad pwr board. Reassembled
using new o rings, pressurized and tested. Unit is working
correctly and holding pressure.

ADDITIONAL DESCRIPTION:

HRS

1. RCX-90 KIT 2 Seal Maintenance (EN200) 5.00

REPLACE THE FOLLOWING:

2 JOURNAL SEALS
2 SIDE PLATE SEALS
2 JOURNAL SEALS
FRONT COVER SEAL
CAMERA WINDOW SEAL
ROTATION SHAFT SEAL
ROTATION UNIT SEAL
2 SIDE ARM SEALS
2 SIDE ARM DISC SEALS

=====

replace rotational shaft

replace rotational tabs for tilt

E-064-0018-03-SP	KIT, PAN AXLE W	1
E-100-0653-01-SP	RX() pwr board	1
E-561-0027-01-SP	KIT, DRIVE SWIV	1
E-561-0102-03-SP	KIT-ROTATION UN	1 N
E-561-0120-04-SP	FNT LED LIGHT	1
E-561-9320-00-SP	RCX90 PM KIT	1

CONTINUED ON PAGE 02

X

Received By

Date



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

4607 SE Rio Court

Ankeny, IA 50021

515-289-9994 • 800-933-1190

PLEASE REMIT TO:

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: CITY OF LA VISTA
8116 Park View Blvd
La Vista NE 68128

Branch

ANKENY IA

Date	Time	Page
02/03/23	22:45:21 (B)	02
Account No	Phone No	Inv No
LAVIS001	4023318927	W03917
Ship Via	Purchase Order	
	ESTIMATE	
Tax ID No		
	Salesperson	
	279	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C009077	RCX90 CAMERA	422	5613180		
	RCX90	1			
FRT		FREIGHT		1	
11000001					
				PARTS	7171.42
				LABOR	1020.00
				SEGMENT TOTAL==>	8191.42

***** WORK ORDER TOTALS *****	
PARTS	7171.42
LABOR	1020.00
SHOP SUPPLIES	59.50
TOTAL DUE	8250.92

X

Received By

Date

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2367(E)	01/31/2023	AMERICAN HERITAGE LIFE INSURANCE CO	1,219.87	N
2368(E)	01/31/2023	DEARBORN NATIONAL LIFE INSURANCE CO	1,209.00	N
2369(E)	01/31/2023	DEARBORN NATIONAL LIFE INSURANCE CO	6,735.12	N
2370(E)	01/31/2023	LINCOLN NATIONAL LIFE INS CO	6,417.15	N
2371(E)	01/31/2023	MEDICA INSURANCE COMPANY	123,223.21	N
2372(E)	01/31/2023	METLIFE	1,144.70	N
2373(E)	01/31/2023	MID-AMERICAN BENEFITS INC	740.00	N
2366(E)	02/09/2023	CITY CENTRE MUSIC VENUE LLC	230,271.49	N
2374(E)	02/09/2023	US BANK NATIONAL ASSOCIATION	28,530.14	N
138875	02/09/2023	ALFRED BENESCH & COMPANY	8,286.50	N
138876	02/09/2023	HDR ENGINEERING INC	4,137.44	N
138877	02/09/2023	OLSSON, INC.	4,864.75	N
138878	02/09/2023	RDG PLANNING & DESIGN	5,512.31	N
138879	02/09/2023	SAMPSON CONSTRUCTION CO., INC	760,465.00	N
138880	02/09/2023	THOMPSON DREESSEN & DORNER, INC.	27,486.30	N
138881	02/09/2023	UNITED STATES POSTAL SERVICE	1,752.65	N
2384(E)	02/21/2023	BLACK HILLS ENERGY	17,255.25	N
2385(E)	02/21/2023	CENTURY LINK/LUMEN	77.87	N
2386(E)	02/21/2023	CENTURY LINK/LUMEN	105.30	N
2387(E)	02/21/2023	GREAT PLAINS COMMUNICATION	777.60	N
2388(E)	02/21/2023	MID-AMERICAN BENEFITS INC	5,742.91	N
2389(E)	02/21/2023	MID-AMERICAN BENEFITS INC	6,942.33	N
2390(E)	02/21/2023	PAYROLL MAXX	396,534.62	N
2391(E)	02/21/2023	ROBERT HALF	2,830.40	N
138882	02/21/2023	1000 BULBS	484.01	N
138883	02/21/2023	ACCO UNLIMITED CORPORATION	570.00	N
138884	02/21/2023	ACTION BATTERIES UNLTD INC	43.95	N
138885	02/21/2023	AHF BOOKS	20.00	N
138886	02/21/2023	ALEGENT CREIGHTON HEALTH	1,719.00	N
138887	02/21/2023	AMAZON CAPITAL SERVICES, INC.	2,025.10	N
138889	02/21/2023	ANDERSON, PATTI	222.50	N
138890	02/21/2023	ARNOLD MOTOR SUPPLY	104.99	N
138891	02/21/2023	ASPEN EQUIPMENT COMPANY	3,040.26	N
138892	02/21/2023	AT&T MOBILITY LLC	98.32	N
138893	02/21/2023	BABER, BRAD	355.10	N
138894	02/21/2023	BACON LETTUCE CREATIVE	1,560.00	N
138895	02/21/2023	BADGER BODY & TRUCK EQUIP CO INC	3,365.00	N
138896	02/21/2023	BIBLIOTHECA LLC	23.77	N
138897	02/21/2023	BISHOP BUSINESS EQUIPMENT	1,074.64	N
138898	02/21/2023	BOBCAT OF OMAHA	2,875.00	N
138899	02/21/2023	BOTACH INC.	3,400.00	N
138900	02/21/2023	BRITE IDEAS DECORATING	78.48	N
138901	02/21/2023	BUETHE, PAM	222.50	N
138902	02/21/2023	CENTER POINT, INC.	383.52	N
138903	02/21/2023	CHI HEALTH EMPLOYEE ASST PROGRAM	3,146.55	N
138904	02/21/2023	CINTAS CORPORATION NO. 2	38.50	N
138905	02/21/2023	COMPLETE TACTICAL CONSULTANTS	300.00	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
138906	02/21/2023	COX COMMUNICATIONS, INC.	467.15	N
138907	02/21/2023	CULLIGAN OF OMAHA	44.65	N
138908	02/21/2023	CUMMINS CENTRAL POWER LLC	347.86	N
138909	02/21/2023	D & K PRODUCTS	60.00	N
138910	02/21/2023	DANIELSON TECH SUPPLY INC	19,168.00	N
138911	02/21/2023	DATA443 RISK MITIGATION INC	316.88	N
138912	02/21/2023	DIAMOND VOGEL PAINTS	3,876.72	N
138913	02/21/2023	DOUGLAS COUNTY SHERIFF'S OFC	777.50	N
138914	02/21/2023	ECHO GROUP INCORPORATED	174.54	N
138915	02/21/2023	EDGEWEAR SCREEN PRINTING	42.00	N
138916	02/21/2023	ENCYCLOPEDIA BRITANNICA INC	925.00	N
138917	02/21/2023	ENTERPRISES INC	27.99	N
138918	02/21/2023	FAC PRINT & PROMO COMPANY	341.75	N
138919	02/21/2023	FERGUSON ENTERPRISES INC #226	265.32	N
138920	02/21/2023	FIRST WIRELESS INC	1,537.92	N
138921	02/21/2023	FITZGERALD SCHORR BARMETTLER	19,651.90	N
138922	02/21/2023	FLEETPRIDE	219.44	N
138923	02/21/2023	GALLS LLC	101.68	N
138924	02/21/2023	GRAINGER	217.39	N
138925	02/21/2023	GREAT PLAINS UNIFORMS	1,540.00	N
138926	02/21/2023	GREGG YOUNG CHEVROLET INC	6.48	N
138927	02/21/2023	GUNN, BRENDA	64.85	N
138928	02/21/2023	HITOUCHE BUSINESS SERVICES	252.00	N
138929	02/21/2023	HTS AG	2,223.00	N
138930	02/21/2023	HUSKER AUTO GROUP INC	2,562.00	N
138931	02/21/2023	HY-VEE INC	140.00	N
138932	02/21/2023	HYDRONIC ENERGY INC	3.60	N
138933	02/21/2023	INGRAM LIBRARY SERVICES	213.69	N
138934	02/21/2023	IOWA AMERICAN RESCUE	3,100.00	N
138935	02/21/2023	J & J SMALL ENGINE SERVICE	976.83	N
138936	02/21/2023	JENSEN TIRE AND AUTO #11	101.65	N
138937	02/21/2023	KIMBALL MIDWEST	29.28	N
138938	02/21/2023	LARSEN SUPPLY COMPANY	395.92	N
138939	02/21/2023	LARSON, CRYSTAL	233.15	N
138940	02/21/2023	LOGAN CONTRACTORS SUPPLY	265.15	N
138941	02/21/2023	LOWE'S CREDIT SERVICES	241.92	N
138942	02/21/2023	MARCO INCORPORATED	4.10	N
138943	02/21/2023	MENARDS-RALSTON	1,498.63	N
138946	02/21/2023	MIDWEST TAPE	11.24	N
138947	02/21/2023	MIDWEST TURF & IRRIGATION	3,412.27	N
138948	02/21/2023	MOTOROLA SOLUTIONS INC	480.00	N
138949	02/21/2023	MSC INDUSTRIAL SUPPLY CO	115.72	N
138950	02/21/2023	NEBRASKA IOWA INDL FASTENERS INC	17.01	N
138951	02/21/2023	NEBRASKALAND TIRE, INC.	395.16	N
138952	02/21/2023	NORTON, JODI	122.00	N
138953	02/21/2023	OFFICE DEPOT INC	2,092.98	N
138955	02/21/2023	OLSON, KRISTEN	35.43	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
138956	02/21/2023	OMAHA WINNELSON SUPPLY	262.50	N
138957	02/21/2023	OMAHA WORLD-HERALD	676.00	N
138958	02/21/2023	ONE CALL CONCEPTS INC	95.72	N
138959	02/21/2023	PAPILLION SANITATION	1,925.54	N
138960	02/21/2023	PER MAR SECURITY SERVICES	582.59	N
138961	02/21/2023	PETERSEN MFG. CO. INC.	1,209.00	N
138962	02/21/2023	RED WING BUSINESS ADVANTAGE ACCT	150.00	N
138963	02/21/2023	RESOURCE RENTAL CENTER INC	842.00	N
138964	02/21/2023	ROBERT T. HENNICH	1,084.40	N
138965	02/21/2023	SIGN IT	472.50	N
138966	02/21/2023	SINNETT, JEFF	355.10	N
138967	02/21/2023	SOUTHERN COAST K9	14,000.00	N
138968	02/21/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	422.12	N
138969	02/21/2023	SUNSET LAW ENFORCEMENT LLC	4,876.90	N
138970	02/21/2023	SUPER SEER CORPORATION	880.80	N
138971	02/21/2023	TED'S MOWER SALES & SERVICE INC	48.00	N
138972	02/21/2023	THE COLONIAL PRESS, INC	130.66	N
138973	02/21/2023	THE FILTER SHOP, INC.	784.68	N
138974	02/21/2023	THE SCHEMMER ASSOCIATES INC	237.50	N
138975	02/21/2023	TORNADO WASH LLC	189.00	N
138976	02/21/2023	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
138977	02/21/2023	TRUCK CENTER COMPANIES	3,933.71	N
138978	02/21/2023	UNITED PARCEL SERVICE	15.59	N
138979	02/21/2023	VAUGHAN, CONNOR	198.00	N
138980	02/21/2023	VERIZON WIRELESS	365.63	N
138981	02/21/2023	VERMEER HIGH PLAINS	792.70	N
138982	02/21/2023	VOIANCE LANGUAGE SERVICES, LLC	25.00	N

121 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$1,771,141.49

0

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

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

APPROVED BY COUNCIL MEMBERS ON: 02/21/2023

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – RETIREMENT PLAN BENCHMARKING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a professional services agreement with Kelley Investment Advisory Services, Omaha, Nebraska to benchmark the City's current retirement plans in an amount not to exceed \$7,500.

FISCAL IMPACT

The FY23/FY24 Biennial Budget includes funding for these services.

RECOMMENDATION

Approval.

BACKGROUND

On April 3, 2001, the City Council designated the ICMA-RC as the City's plan administrator for the police and civilian 401(a) plans, as well as a 457 (b) voluntary salary deferral plan option for all municipal employees. On June 19, 2001, the City Council approved the Administrative Services Agreement and documents necessary to move the Plan to ICMA-RC (now Mission Square Retirement). Since 2001, the Plan has operated under that agreement.

In order to ensure that the retirement plan fees are competitive, it is necessary to benchmark our current plan provider against others. Benchmarking is a best practice to ensure rates stay competitive and in the best interest of the plan participants.

Three (3) quotes were received from reputable and referred Advisory groups. Staff recommends Nick Kelley from Kelley IAS as the lowest responsible provider for the service. He is local, has 30+ years of experience and has worked with the city previously.

The following are the quotes received:

- Advanced Capitol Group - \$10,000
- Hub International - \$7,500
- Kelley Investment Advisory Services - \$7,500

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KELLEY INVESTMENT ADVISORY SERVICES, OMAHA, NEBRASKA TO BENCHMARK THE CITY'S RETIREMENT PLAN IN AN AMOUNT NOT TO EXCEED \$7,500.00.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that benchmarking our current retirement plan is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve a professional services agreement with Kelley Investment Advisory Services, Omaha, Nebraska to benchmark our current retirement plan in an amount not to exceed \$7,500.00

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

February 15, 2023

Wendy Lowery
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

Dear Wendy,

As requested I am providing you a written statement in regards to my fee for providing services to the City's retirement plan.

Request for Proposal

As discussed during our meeting, I am a member of Retirement Plan Advisory Group (RPAG). RPAG is the industry leader in providing retirement plan advisors the tools and resources necessary to provide elite services to retirement plan sponsors and participants.

RPAG maintains an RFP and benchmarking department committed solely to performing provider searches. By leveraging RPAG's intellectual capital and robust consulting tools, Kelley Investment Advisory Services can lead plan sponsors through the benchmarking process — from the initial proposal requests to the final analysis, and even conversion management assistance (if and when warranted).

The source of data utilized to benchmark plan fees, services and investments is proprietary—developed and maintained in-house by full-time provider research analysts. Ultimately, the final report output documents whether current fees, services and investments are competitive with the marketplace, which helps plan fiduciaries meet their responsibilities as set forth by ERISA.

As discussed during the meeting, my fee is \$5,000 to complete the RFP if all of your plans can be included in one RFP (I believe that will be the case). Otherwise, if I need to complete an RFP for the police plan separately, the fee will be \$7,500 total for both RFP's. In order to complete the RFP's, I will need you to provide Mission Square with the authorization letter that I left with you so that I can have Mission Square provide the plan demographics for the RFP.

As discussed, after the RFP is completed, if you decide to engage my services ongoing, I will waive the RFP fee and it will be included in my ongoing advisory fee.

Attached is my Investment Advisory Agreement. It has not been fully completed. It will be fully completed appropriately when it has been decided to engage my services.

I partially completed the agreement to show you the services that I would be providing for this project.

For a project only RFP the “Plan Search Support/Vendor Analysis” box on page 11 is checked. Then, on page 13, the “One-time Fee of \$5,000 for Project-Specific work” section is checked and completed. This will be changed if more than one RFP is required.

Please let me know if you have any questions.

Thanks.

Sincerely,

Nick

F. Nicholas Kelley, AIF, CLU

FNK/mtf

3(21) INVESTMENT ADVISORY AGREEMENT

THIS INVESTMENT ADVISORY AGREEMENT is made on the Effective Date identified below by and between Global Retirement Partners, LLC ("Advisor"), doing business as Kelley Investment Advisory Services, and the entity shown on Appendix A attached hereto ("Client"), with reference to the following:

The Sponsor named on Appendix A sponsors and maintains a retirement plan ("Plan"). Client is responsible for designating investment alternatives available to participants for the investment of their individual accounts under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties. The type of Plan is specified on Appendix A.

Advisor is a Registered Investment Adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), and is willing to render advisory and other services under the terms and conditions of this Agreement through its advisory representatives ("Advisory Representatives"). Advisory Representatives are named in Appendix A.

In connection with and in discharge of its duties with respect to the Plan, Client desires to engage the services of Advisor and the Advisory Representative for the purposes specifically set forth below.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, Client and Advisor agree as follows:

1. Appointment of Advisor

Investment Advisor. Client hereby engages Advisor and the Advisory Representative to provide the investment advisory and other services described by this Agreement. Client and Advisor agree and acknowledge that (a) Advisor and the Advisory Representative shall act in a solely advisory capacity and shall not have or exercise any discretionary authority or discretionary control respecting management or the investment of the assets of the Plan, and (b) Advisor and the Advisory Representative will not be responsible for investment decisions made by the Plan participants with respect to the investment of their individual accounts.

2. Services—See Appendix B

3. Term

The term of this Agreement shall commence on the Effective Date set forth below, and shall continue unless and until terminated by either party on not less than thirty (30) days written notice to the other party.

4. Termination of Agreement

This Agreement may be terminated by either party upon providing written notification to the other party. If the effective date of termination of this Agreement occurs during the quarter in which the notice of termination is given and is other than the last day of a calendar quarter for which Advisor has

received payment, Advisor shall be entitled to fees in connection with the services provided hereunder for the period to such termination. Client will be responsible for a pro rata portion of its quarterly fee for such additional period. Any such additional fee shall be paid concurrently with the notice of termination if given by Client and within five (5) business days following the notice of termination by Advisor. The termination of this Agreement shall not affect provisions of this Agreement relating to the arbitration of disputes, the validity of any action taken before termination, or liabilities for actions taken prior to termination.

5. Compensation

Advisor shall be paid for services by the party and in the manner selected in Appendix C. Advisor will not charge a termination fee for early termination of this Agreement, but certain fees or adjustments may apply upon the sale or other termination of investments made by the Plan. Please review the prospectus or other offering documents that apply to the investments made by your Plan.

Client agrees and acknowledges that it has received a copy of this Agreement and Appendix C for review reasonably in advance of entering this Agreement. This Agreement together with Appendix B and Appendix C describes the services to be provided by Advisor and Advisor's compensation for services under this Agreement.

6. Acknowledgements, Representations, Warranties and Disclosures of Client

- (a) Client acknowledges that (i) it has selected the investment(s) and investment manager(s) to be held by or offered under the Plan, and (ii) Advisor is acting in an advisory capacity only and has no discretion over the investments held by or offered under the Plan.
- (b) Client acknowledges that Client (or if required by the Plan, the Plan's participants) is solely responsible for the voting of proxies and exercise of other shareholder rights with respect to securities held by the Plan and Advisor does not provide any advice with respect to such matters.
- (c) Client has been advised by Advisor that investments fluctuate in value and the value of the investments when sold may be greater or lesser than the original cost. Client acknowledges that (i) Advisor does not warrant or guarantee any level of performance by any of the investments or that any investment will be profitable over time, (ii) the Plan and its participants are assuming the market risk involved in the investment of Plan assets, and (iii) past investment performance does not necessarily guarantee any level of future investment performance.
- (d) Notwithstanding any other provision of this Agreement, neither Advisor nor your Advisory Representative may provide any investment or other advice with respect to (i) assets of the Plan that may be invested in stock issued by the plan sponsor, (ii) a self-directed brokerage option that permits participants the opportunity to allocate some or all of their participant accounts to other investments, or (iii) with respect to whether to continue such investments as a part of the Plan.
- (e) Client represents and warrants that Client has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement. Client represents and warrants that it

is a fiduciary of the Plan with authority to select the Plan's other service providers and the Plan's investments, and Client has responsibility to determine whether the Plan's service arrangements including compensation paid by the Plan is reasonable.

- (f) Client acknowledges that the Plan will pay fees and expenses in connection with the Plan's investment transactions, which will be in addition to the Advisor's fees. If the Plan invests in mutual funds, the fee table that is located in the summary section at the front of each mutual fund prospectus describes fees and expenses paid from a mutual fund's assets, including its total annual operating expenses. If the Plan purchases a variable annuity contract or other insurance product ("insurance product"), the total annual operating expense of each variable investment option provided under an insurance product, and all other charges, fees, or penalties that may be imposed in connection with the purchase, holding, exchange or termination of the insurance product are described in disclosure materials provided by the insurance company issuer for your review. The Advisory Representative may provide copies of mutual fund prospectus and insurance company disclosure materials to Client before Client selects a mutual fund or insurance product, and will obtain and provide additional copies on the Client's request.
- (g) Client represents and warrants that this Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Client and Plan, enforceable in accordance with its terms.
- (h) Client acknowledges and agrees that Client is required to provide Advisor with current statements of investment holdings and such other information as Advisor may reasonably require in performing services under this Agreement. Client agrees to coordinate as needed with the Plan's other service providers (e.g., trustee or custodian, record keeper and/or investment provider) to provide (or provide Advisor access or authorization to access) such statements and other information to Advisor. Client agrees that Advisor may rely on all financial and other information provided or to be provided to Advisor by Client or any of the Plan's other service providers to enable Advisor to perform services under this Agreement as true, correct and complete in all material respects. Client further acknowledges that Advisor's performance of services including without limitation the delivery of reports to Client depends upon Advisor's timely receipt of all required information and that Advisor is not responsible for verifying the accuracy of the financial and other information provided by Client or any other of the Plan's service providers. Client agrees to promptly notify Advisor in writing of any material change in the financial and other information provided to Advisor and to promptly provide any such additional information as may be requested by Advisor. Further, Client represents and warrants that the information provided on Appendix A with respect to the Sponsor, Client and Plan is accurate and correct. Client shall notify Advisor immediately of any change to Client and Plan information provided on Appendix A.
- (i) Client acknowledges that Advisor shall not, and cannot, provide legal, accounting or tax advice to Client or the Plan. Client is responsible to maintain the Plan in compliance with applicable qualification requirements of the Internal Revenue Code and Advisor shall have no responsibility for such matters. Client agrees to seek the advice of its legal advisor as to matters that might arise relating to the operation and administration of the Plan.
- (j) Client acknowledges that Client is solely responsible for the administration of the Plan in accordance with applicable law and regulation.

(k) Receipt of Disclosure Statement: Client acknowledges receipt of Advisor's Brochure (Part 2A and 2B of Form ADV) prior to or contemporaneously with execution of this agreement and understands that this agreement may be terminated without penalty within five (5) business days after entering this Agreement.

7. Representations, Warranties and Disclosures of Advisor

- (a) Advisor represents and warrants that (i) Advisor is registered as an investment adviser under the Advisers Act and shall maintain such registration through the term of this Agreement, and (ii) all personnel assigned by Advisor to render services hereunder shall be appropriately licensed as required by law.
- (b) Advisor represents and warrants that it has no material affiliation or contractual relationship with any other party in the selection of the investment options under the Plan.
- (c) Advisor represents and warrants that Advisor has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- (d) Advisor represents and warrants that this Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Advisor, enforceable in accordance with its terms.

8. Standard of Care; Limits on Liability

- (a) In performing its duties hereunder, Advisor will act in a manner consistent with the requirements of a fiduciary under ERISA charged with performing the duties specified in this Agreement. Accordingly, Client acknowledges that the sole standard of care imposed on Advisor and its agents hereunder is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use.
- (b) Client agrees that the only responsibilities of Advisor hereunder are to render the services described by this Agreement, and Advisor shall have no other responsibility with respect to Client or the Plan. Neither Advisor nor any "person associated with" Advisor, as such term is defined in Section 202(a)(17) of the Advisers Act, shall have the authority to take custody or possession of any assets of the Plan.
- (c) Advisor will not be subject to any claim arising from any act or failure to act of Sponsor, Client, any other representative of the Plan, any employee or agent of the Sponsor, any other service provider to the Plan, or any participant under the Plan, or any failure of Sponsor, Client or any other representative of the Plan (or any of their employees or agents), or any other service provider to the Plan, to comply with any of its obligations relating to the Plan. Advisor shall not be liable for any action taken, suffered or omitted by it or for any error in judgment made by it in the performance of its duties hereunder, in the absence of negligence, intentional misconduct or material breach of Agreement on the part of Advisor.



- (d) Sponsor (and to the extent permitted by applicable law, the Plan) shall indemnify Advisor, and each of its current or future subsidiaries or affiliates, and their shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorneys' fees or damages of every kind and character without limitation arising out of or connected with (i) any breach of Client's acknowledgements, representations and warranties under Section 6 or other failure to comply with its obligations under this Agreement, and (ii) any action taken or failed to be taken by Sponsor, Client or any other representative of the Plan (or any of their employees or agents), or any other service provider to the Plan, in connection with the operation or administration of the Plan (including without limitation, the selection or retention of investments, investment managers or investment providers not recommended by Advisor) in the absence of Advisor's negligence, intentional misconduct or material breach of this Agreement.
- (e) The provisions of this Section 8 shall survive termination of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall operate as a waiver or limitation of the Plan's rights under federal or state securities laws.

9. Custody

All Plan assets will be maintained by a designated custodian selected by the Client. Advisor will not act as custodian for any Plan assets and will not take possession of cash and/or securities of the Plan. Advisor will not be liable to Client for any act, conduct or omission by the custodian.

10. Non-Exclusive Services; Relationship of Parties

Client understands that Advisor and its affiliates and agents, including its Advisory Representatives, perform, among other things, brokerage and investment advisory services for other clients, including other plans. Client recognizes that Advisor or any of its affiliates or agents including its Advisory Representatives may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as the Plan) which may differ from advice given, or in the timing and nature of action taken, with respect to Client and the Plan. Nothing in this Agreement shall be deemed to impose on Advisor, or any of its affiliates or agents including its Advisory Representatives, any obligation to advise Client with respect to the Plan in the same manner as Advisor (or any of its affiliates or agents including its Advisory Representatives) may advise any other clients. Client also acknowledges that Advisor (and its affiliates and agents including its Advisory Representatives) may, by reason of its other activities as described above from time to time acquire confidential information. Client acknowledges and agrees that Advisor (and its affiliates and agents including its Advisory Representatives) are not permitted to divulge to Client or any other party, or to act upon, any such confidential information in providing services under this Agreement.

Client acknowledges that certain Advisory Representatives of Advisor may engage in outside business activities that are not supervised by the Adviser such as (without limitation) providing consulting, administration, recordkeeping or similar services with respect to retirement plans. Client acknowledges and agrees that Advisor (i) does not endorse or recommend any Advisory Representative to provide services to Client or the Plan that are not within the scope of and subject to this Agreement, and (ii) is not responsible for and does not supervise any Advisory Representative with respect to any such

outside business activities. If Client engages the Advisory Representative to provide services other than the services described by this Agreement and Appendix A, Advisor shall not supervise such services and shall have no responsibility for the Advisory Representative's provision of such services.

11. Expenses

Advisor shall be entitled to reimbursement of any reasonable and necessary expenses incurred by it at the request of Client in the performance of its duties hereunder promptly upon presentation of invoices. In the event of any litigation involving the Plan, Client shall reimburse Advisor for all costs of providing records, preparing reports and preparing for and providing testimony in such litigation, including the reasonable compensation of its employees in performing such functions, whether or not Advisor is a party to such action. This provision shall survive termination of this Agreement.

12. General Provisions

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between Client and Advisor with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, promises or agreements other than those set forth herein have been made by any party to the other. In addition, this Agreement shall supersede all previous Agreements between the Client and Advisor with respect to matters herein.
- (b) **Amendments.** Advisor may propose to amend this Agreement by written notice to Client, and Client will be deemed to agree and the amendment will be effective, unless Client objects in writing within thirty (30) days of receipt of such notice. No other modifications, amendments or attempted waiver of any provisions of this Agreement shall be valid unless in writing and signed by both parties hereto.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, except to the extent federal law preempts state law.
- (d) **Nonassignability; Binding Effect.** Neither party to this Agreement may assign nor delegate any rights or obligations hereunder without first obtaining the written consent of the other, but this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- (e) **Notice.** All notices required by this Agreement shall be in writing and delivered by U.S. Mail, overnight express delivery, facsimile or email and shall be effective on the date of delivery if personally delivered or delivered by email or on the date of posting if mailed. Notices shall be delivered to the following addresses:

If to Advisor: Global Retirement Partners, LLC
Attn.: Compliance Officer
4340 Redwood Highway, Suite B60
San Rafael, CA 94903
(415) 526-2750 phone
(415) 492-1229 facsimile



If to Client: Address as indicated in Appendix A

A copy of any notice to the Advisor shall also be sent to the Advisory Representative at the address on Appendix A.

- (f) **Advice of Counsel.** Each party represents and warrants that in executing this Agreement it has had the opportunity to obtain independent accounting, financial, investment, legal, tax and other appropriate advice; that the terms of the Agreement have been carefully read by such party and its consequences explained to such party by his or their independent advisors, and that such party fully understands the terms and consequences of this Agreement. Each party further represents and warrants that, in executing this Agreement, it has not relied on any inducements, promises or representations made by the other party (except those expressly set forth herein) or the accountants, attorneys or other agents representing or serving the other party. Each party represents and warrants that its execution of this Agreement is free and voluntary.
- (g) **Interpretation.** This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto, and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subheadings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the masculine gender shall include the neuter and feminine gender, words used herein in the neuter gender shall include the masculine and feminine, words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.
- (h) **Arbitration.** In the event of a dispute arising from or relating to this Agreement or a breach thereof, the parties agree to try in good faith to resolve the dispute through direct discussions. If such direct discussions do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures, the New York Stock Exchange, Inc., or Financial Industry Regulatory Authority (FINRA), as Advisor may designate before resorting to arbitration. If they are unable to resolve the dispute through mediation, within sixty (60) days from the date notice is first given by one party to the other as to the existence of such a dispute, they agree to submit to resolution by arbitration before a panel of independent arbitrators and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, the New York Stock Exchange, Inc., or Financial Industry Regulatory Authority (FINRA), as Advisor may designate. Such arbitration shall be binding and final, the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. This provision survives termination of this Agreement.

The Parties have caused this Agreement to be signed by their duly authorized representatives as of
[May 20, 2021] (the "Effective Date").

Authorized Signer for Named Plan Fiduciary		Investment Advisor Representative
Signature:	Signature:	
Print Name:	Print Name: <u>F. Nicholas Kelley</u>	
Company Name:	DBA: <u>Kelley Investment Advisory Services</u>	
Address:	Address: <u>17110 Marcy Street, Suite 104</u>	
City, ST Zip:	City, ST Zip: <u>Omaha, NE 68118</u>	
Email:	Email: <u>nick@kellyias.com</u>	
Date:	Date:	
Authorized Signer for Named Plan Fiduciary (Complete only if second signature required)		
Signature:	Signature:	
Print Name:	Print Name:	
Company Name:	DBA:	
Address:	Address:	
City, ST Zip:	City, ST Zip:	
Email:	Email:	
Date:	Date:	
Authorized Signer for Named Plan Fiduciary (Complete only if third signature required)		
Signature:	Signature:	
Print Name:	Print Name:	
Company Name:	DBA:	
Address:	Address:	
City, ST Zip:	City, ST Zip:	
Email:	Email:	
Date:	Date:	
RIA Acceptance		



APPENDIX A

Plan Name: _____

Named Plan Fiduciary (Client): _____

Plan Sponsor Name: _____

Plan Sponsor Address/ _____

Phone/Email: _____

Plan Tax ID: _____

**List All Authorized Signers,
POAs, or anyone with discretion
over the plan:
(attach separate page as needed)** _____

Plan Type: Please Specify _____

Vendor/Provider Name: _____

Advisory Representative: F. Nicholas Kelley _____

Advisory Representative Address: 17110 Marcy Street, Suite 104 _____

(Include Phone and Email) Omaha, NE 68118 _____

Internal Use - To be Completed by IAR

Estimated Plan Participants as of the effective date of the agreement: _____

Total Estimated Plan Assets as of the effective date of the agreement: _____

APPENDIX B - SERVICES

Investment Advisory Services (Select all that apply)

Investment Policy Statement.

Advisor will prepare an initial draft investment policy statement ("IPS") for the Plan, including investment objectives, policies, and constraints consistent with the Plan's requirements and provide an annual review of the IPS. Client is responsible for reviewing and adopting the IPS, and updating the IPS to reflect changes in the Plan and investments of the Plan from time to time. Advisor provides no assurances that the Plan will achieve the investment objectives in the IPS.

Ongoing Investment Selection and Recommendations.

Advisor will review the Plan's investments and recommend investment manager(s) and investment(s) consistent with the requirements of the Plan's IPS as adopted by Client. Advisor will assist Client to implement the Plan's investment program solely upon Client's direction. Advisor will recommend, for consideration and selection by Client, investment replacements if an existing investment is no longer suitable as an investment option.

Ongoing Investment Monitoring.

Advisor will perform ongoing monitoring of investment options in relation to the criteria provided by the Client to the Advisor.

Non-Discretionary Model Portfolios.

Advisor will recommend, for consideration and approval by Client, (i) asset allocation target-date or risk-based model portfolios for the Plan to make available to Plan participants, (ii) funds from the line-up of investment options chosen by the Client to include in such model portfolios.

Performance Reports.

Advisor will prepare periodic reports reviewing the performance of all Plan investment options, as well as comparing the performance thereof to benchmarks with Client. The information used to generate the reports will be derived directly from information such as stated provided by Client, investment providers and/or third parties.

Agreed Upon Plan Reviews (Annually):

Quarterly

Semi-Annually (1Q&3Q or 2Q&4Q)

Annually

Consulting Services (Select all that apply)

Service Provider Liaison.

Advisor shall assist the Plan by acting as a liaison between the Plan and service providers, product sponsors and/or vendors. In such cases, Advisor shall act only in accordance with instructions from the Client on investment or Plan administration matters and shall not exercise judgment or discretion.

Education Services to Plan Committee.

Advisor will provide education, training, and/or guidance for the members of the Plan Committee with regard to plan features, retirement readiness matters, or duties and responsibilities of the Committee, including education with respect to fiduciary responsibilities.

Participant Enrollment.

Advisor will assist Client in enrolling Plan participants in the Plan, including conducting an agreed upon number of enrollment meetings. As part of such meetings, Advisor will provide participants with information about the Plan, which may include information on the benefits of Plan participation, the benefits of increasing Plan contributions, the impact of preretirement withdrawals on retirement income, the terms of the Plan and the operation of the Plan.

Agreed Upon Enrollment Meetings (Annually): _____

Participant Education.

If the Plan is participant-directed, Advisor may provide investment education and information to participants as agreed from time to time, including in-person group sessions and printed education materials (which may include posters, payroll stuffers, and emails) and other similar services.

Advisor Representative may provide investment advice to individual participants upon request. If providing participant advice, each participant must complete a Participant Investment Advisory Agreement providing the relevant financial information for the advisor to make informed recommendations. The Advisor will not charge an additional fee to participants for this service. With respect to the extent of the investment advice provided under the Participant Investment Advisory Agreement, GRP and IAR each acknowledge that it is a fiduciary.

Agreed Upon Education Meetings (Annually): _____

Provide a Comprehensive Wellness Program.

Plan Search Support/Vendor Analysis.

Advisor will assist Client with the preparation of requests for proposals, evaluation of proposals and bids, and interviews of investment providers (e.g., insurance or brokerage firms or mutual fund complexes offering plan recordkeeping and investment services) and/or other plan service providers, as requested by Client, from time to time. Advisor will assist Client with conversions between investment providers and other plan service providers. In performing service provider search support services, Advisor acts in a solely advisory capacity; Client shall be responsible for selecting the Plan's investment platform provider and other plan service vendors and determining whether their compensation is reasonable.



**Benchmarking Services.**

Advisor will provide Client with comparisons of Plan data (e.g., regarding fees, services, participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

**Assistance Identifying Plan Fees.**

Advisor will assist Client in identifying the fees and other costs borne by the Plan for, as specified by Client, investment management, recordkeeping, participant education, participant communication and/or other services provided with respect to the Plan.

APPENDIX C – FEE SCHEDULE

Payment Source:

Investment Provider or other third party, and/or out of Plan assets:

Sponsor authorizes the investment provider or other third party ("Third Party Payor") to pay compensation due to RIA and Advisory Representative(s) pursuant to the below terms. A periodic statement setting forth the compensation deducted from the Plan shall be provided by Third Party Payor. (Note: additional authorization forms may be required by the Third Party Payor.) Check applicable payor:

Name of Payor: _____

Payment Account/Contract Ref#: _____

Client: Fees shall be billed to the Sponsor. Fees shall be due upon receipt of the billing notice.

Advisor Compensation:

Annual Fee for Service. Fee for service based on percentage of Plan assets of _____ basis points (bps). _____

Annual Flat Fee for Service: \$ 5,000 _____

First Year Transition Expense fee of \$ _____ or _____ bps (one time).

One-time Fee of \$ _____, for Project-Specific work.

Annual Fee for Service – Tiered. Fee for service based on a percentage of Plan assets, per the tiered schedule below:

Value of Plan Assets (range)	Fee
	_____ Basis Points

Note: Subject to Vendor approval and execution



Payment Frequency, Timing, and Method:

Frequency:

- Monthly
- Quarterly
- Other: _____

Timing:

- In arrears
- In advance

Method:

- Based on the value of Plan assets in the method determined by the Third Party Payor,
- Based on the value of Plan Assets at (beginning or end) of the quarter
- Based on the average market value for the frequency selected above
- Flat Fee, as noted above



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA

Subject:	Type:	Submitted By:
APPOINT PLAN COORDINATOR - CITY OF LA VISTA RETIREMENT PLANS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

SYNOPSIS

A resolution has been prepared to appoint the Director of Administrative Services (formerly ICMA-RC) as the plan coordinator for the City's retirement plans with Mission Square Retirement.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Previously, the Assistant City Administrator was identified as the plan coordinator for the City's retirement plans. Because the Human Resources Department is under the supervision of the Director of Administrative Services it is recommended that the responsibility for plan oversight be transferred to this position in order to sign and/or approve all plan-related items.

A copy of the plan contacts and access form has been included for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE APPOINTMENT OF A PLAN COORDINATOR FOR THE CITY'S RETIREMENT PLANS WITH MISSION SQUARE RETIREMENT AND GIVING AUTHORITY TO THE DIRECTOR OF ADMINISTRATIVE SERVICES TO SIGN AND/OR APPROVE ALL PLAN-RELATED ITEMS.

WHEREAS, the City Council of the City of La Vista has determined that the appointment of a plan coordinator to the City's retirement plans with Mission Square Retirement is necessary; and

WHEREAS, the City Administrator, in consultation with staff, recommends the appointment of the Director of Administrative Services as the new plan coordinator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve the appointment of a plan coordinator for the City's retirement plans with Mission Square Retirement and giving authority to the Director of Administrative Services to sign and/or approve all plan-related items.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Plan Contacts & Access Form

MissionSquare Retirement is committed to providing innovative, helpful tools and support for plan administration. So that we can stay connected with you, please designate the individuals who will work directly with MissionSquare and will need access to the employer web tool and our support team.

Web Access Profiles

Standard allows the user to view all participants' information, process transactions, and view reports.

Payroll allows the user to process payroll rosters only.

Admin Reports allows the user to view reports only.

Sponsor Reports allows contacts with oversight roles to view reports at a plan level without showing participants' personally identifiable information.

Employer Name	City of La Vista
Plan Number*	106162, 106422, 300510, 706124, 107185, 107200, 304703

*If an employer has multiple plans (401, 457, or 403(b)), only one form is required IF your designated contacts are exactly the same across all plans. If designated contacts are not the same, you must complete one form per plan. Employers with RHS plans can't combine designated contacts with other plan types and must complete a form for the RHS plan(s) only.

Plan Sponsor Contacts (REQUIRED)

Plan Coordinator			
Role/Duties	Not day-to-day recordkeeping contact. Provides fiduciary oversight for plan. Designated through official resolution. Role does not apply to RHS or IRA accounts.		
Name	Initial <input checked="" type="checkbox"/> Change <i>(Attach copy of resolution.)</i>		
Email Address	Kevin Pokorny kpokorny@cityoflavista.org		
Phone Number			
Web Access	<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Sponsor Reports <input type="checkbox"/> No Access		
Authorization	Plan Coordinator has authority to sign/approve all plan-related items and authority to change all administration contacts.		
Signature (Required)			

RHS Trustee (RHS Plans ONLY)			
Role/Duties	Not day-to-day recordkeeping contact. Provides fiduciary oversight for plan.		
Name	Initial <input type="checkbox"/> Change <i>(Attach copy of resolution.)</i>		
Email Address			
Phone Number			
Web Access	<input type="checkbox"/> Standard <input type="checkbox"/> Payroll <input type="checkbox"/> Admin Reports <input type="checkbox"/> No Access		
Authorization	RHS Trustee has authority to sign/approve all plan-related items and authority to change all administration contacts.		
Signature (Required)			

Plan Administration Contacts (REQUIRED)

Primary Contact	
Role/Duties	Day-to-day recordkeeping contact. Receives required notices from MissionSquare about changes to investments or services provided.
	Initial <input checked="" type="checkbox"/> Change
Name	Wendy Lowery
Email Address	wlowery@cityoflavista.org
Phone Number	402-593-6421
Web Access	<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Payroll <input type="checkbox"/> Admin Reports
Authorization	Primary Contact has authority to sign/approve all plan-related items and authority to change all administration contacts.
Signature (Required)	
Payroll Contact	
Role/Duties	Principal payroll administration contact.
	Initial <input type="checkbox"/> Change
Name	
Email Address	
Phone Number	
Web Access	<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Payroll
Withdrawal Contact	
Role/Duties	Approves withdrawals via online approval and/or paper form.
	Initial <input checked="" type="checkbox"/> Change
Name	Katie Spencer
Email Address	kspencer@cityoflavista.org
Phone Number	
Web Access	<input checked="" type="checkbox"/> Standard
Authorization	Withdrawal Contact has authorization to sign/approve all participant loan and withdrawal requests.
Signature (Required)	
Billing Contact	
Role/Duties	Receives and processes payment of plan invoices.
	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Change
Name	Meg Harris
Email Address	MHarris@cityoflavista.org
Phone Number	402-331-4343

Other Contacts (OPTIONAL)

Additional Administration Contact				
	<input type="checkbox"/> Add	<input checked="" type="checkbox"/> Remove	<input type="checkbox"/> Replace	
Name	Cindy Miserez			
Email Address				
Phone Number				
Web Access	Standard	Payroll	Reports	<input checked="" type="checkbox"/> No Access
Authorization	Withdrawals <input checked="" type="checkbox"/> No Authorization			
Signature*				

*Required if authorization indicated.

Additional Administration Contact				
	<input type="checkbox"/> Add	<input checked="" type="checkbox"/> Remove	<input type="checkbox"/> Replace	
Name	Randy Trail			
Email Address				
Phone Number				
Web Access	Standard	Payroll	Reports	<input checked="" type="checkbox"/> No Access
Authorization	Withdrawals <input checked="" type="checkbox"/> No Authorization			
Signature*				

*Required if authorization indicated.

Additional Administration Contact				
	<input type="checkbox"/> Add	<input checked="" type="checkbox"/> Remove	<input type="checkbox"/> Replace	
Name	Rita Ramirez			
Email Address	rramirez@cityoflavista.org			
Phone Number	402-331-4343 ext 132			
Web Access	Standard	Payroll	Reports	<input checked="" type="checkbox"/> No Access
Authorization	Withdrawals <input checked="" type="checkbox"/> No Authorization			
Signature*				

*Required if authorization indicated.

Additional Administration Contact				
	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	<input type="checkbox"/> Replace	
Name				
Email Address				
Phone Number				
Web Access	Standard	Payroll	Reports	No Access
Authorization	Withdrawals <input type="checkbox"/> No Authorization			
Signature*				

*Required if authorization indicated.

Third-Party Contacts

Auditor			
	Add	Remove	Replace
Firm Name			
Firm Tax ID			
Firm Address			
Contact Name			
Email Address			
Phone Number			
Web Access	<input checked="" type="checkbox"/> Auditor		

Investment Consultant			
	Add	Remove	Replace
Firm Name			
Firm Tax ID			
Firm Address			
Contact Name			
Email Address			
Phone Number			
Web Access	Investment Consultant has access to MissionSquare Retirement Consultant Access site and can contact Consultant Relations Team directly for support.		

Third-Party Administrator			
	Add	Remove	Replace
Firm Name			
Firm Tax ID			
Firm Address			
Contact Name			
Email Address			
Phone Number			

Signature

By signing this document, the Plan Coordinator/RHS Trustee attests that the individuals listed above have been named as authorized contacts for the purposes of plan administration. If the plan informs MissionSquare that the Plan Coordinator/RHS Trustee named above is unavailable or the role has been vacated, MissionSquare is authorized to treat the Primary Contact on file as the Plan Coordinator/RHS Trustee, with the full ability to name new authorized contacts.

Plan Coordinator/RHS Trustee

Signature _____
Title _____
Date _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA**

Subject:	Type:	Submitted By:
NO PARKING ZONE DESIGNATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to establish “No Parking Zones” on the southwestern side of Harry Anderson Avenue from South 110th Street to South 109th Street as recommended by the City Engineer and authorizing the installation of appropriate signs.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

Overnight semi-truck parking along Harry Anderson Avenue has resulted in the separation of the centerline longitudinal pavement joint within this segment of roadway. To preserve the remaining integrity of the pavement, the installation of four (4) “NO PARKING 2:00 AM TO 6:00 AM” signs is recommended from South 110th Street to south 109th Street. Attached is a map illustrating the proposed sign locations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING NO PARKING ZONES ON THE SOUTHWESTERN SIDE OF HARRY ANDERSON AVENUE IN DESIGNATED AREAS.

WHEREAS, the City Council of the City of La Vista has determined that "No Parking Zones" are necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the installation of the appropriate signage designating these "No Parking Zones".

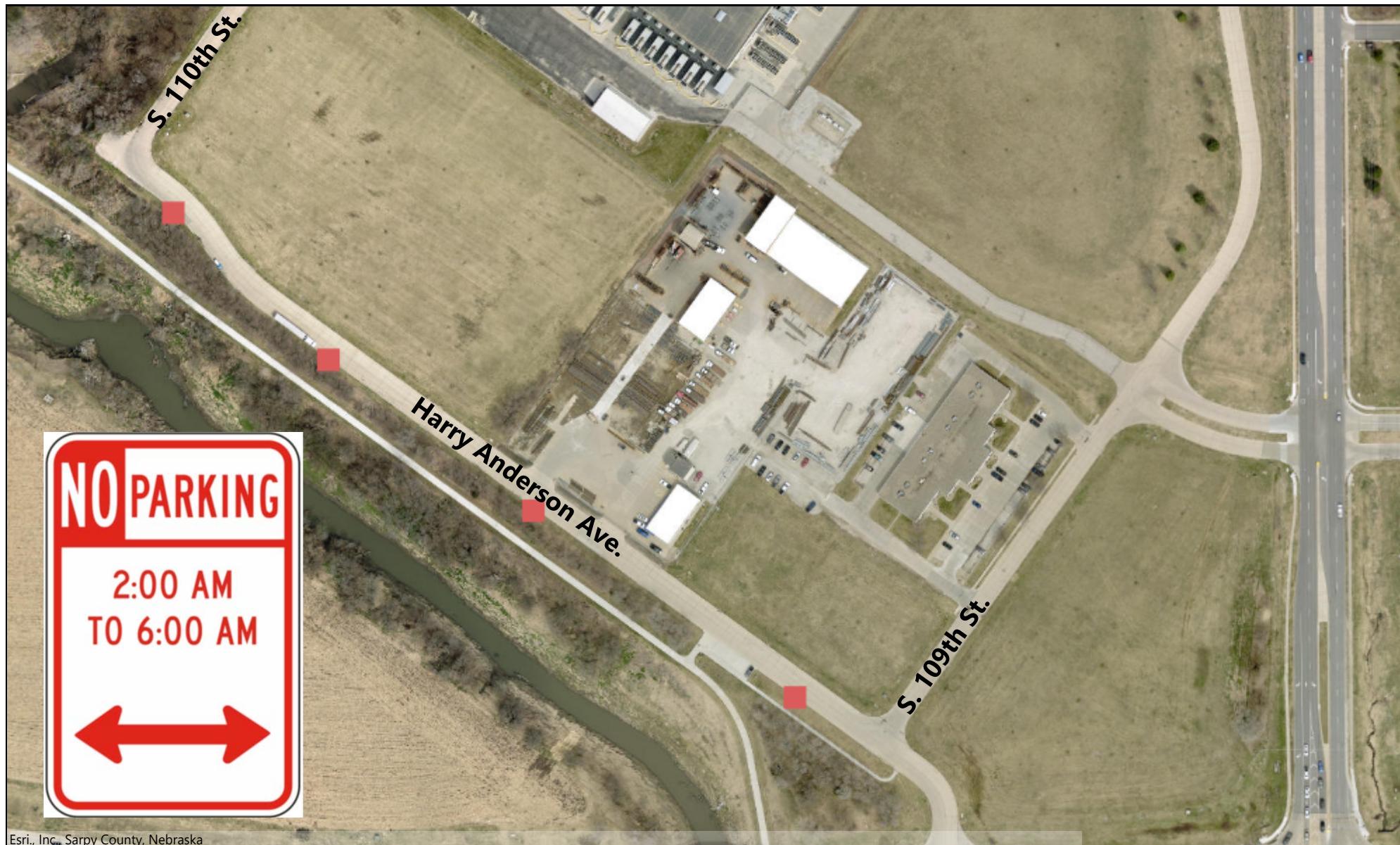
PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

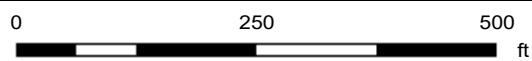
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Esri, Inc. Sarpy County, Nebraska



Map Scale 1: 3185

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes: Not To Scale



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA**

Subject:	Type:	Submitted By:
APPROVE CONTRACT – THE BLUE LINE OF LEADERSHIP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve the procurement of training with The Blue Line of Leadership LLC for a training course in an amount not to exceed \$6,300.

FISCAL IMPACT

Full funding is provided through the Department of Justice Grant Award.

RECOMMENDATION

Approval.

BACKGROUND

The Police Department received a Department of Justice “De-Escalation” grant to support contemporary law enforcement training. Representatives of the department met with trainers from the National Association of Field Training Officers (NAFTO) in October and researched and developed a more modern field training curriculum. Presently, the department uses the “San Jose” model of field training, developed in the 1970’s. The NAFTO representatives teach a program that builds on the basics of the existing model and incorporates current learning modalities to produce more effective learning. NAFTO instructors from Blue Line of Leadership will deliver the training on-site to current FTOs and supervisors over the course of three days.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PROCUREMENT OF TRAINING WITH THE BLUE LINE OF LEADERSHIP LLC, MESA, AZ IN AN AMOUNT NOT EXCEED \$6,300.00.

WHEREAS, the City Council of the City of La Vista has determined highly trained police officers are necessary to carry out the mission of the City of La Vista, and

WHEREAS, the Police Department received a Department of Justice grant award to acquire specialized field officer training, and

WHEREAS, The Blue Line of Leadership has been identified by the police department with a contemporary law enforcement field training curriculum, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the procurement of training from The Blue Line of Leadership LLC for field officer training in an amount not to exceed \$6,300.00.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Thin Blue Line of Leadership LLC



PHONE: (602) 321-1775
EMAIL: tblleadership@gmail.com

1931 W. Naranja Ave EIN: 83-4577438
Mesa, AZ 85202

TRAINING ESTIMATE

DATE:

December 22, 2022

TO:

La Vista Police Department
ATTN: Capt. Todd Armbrust
7701 S. 96th Street
La Vista, NE 68128

SCOPE OF WORK:

Thin Blue Line of Leadership LLC agrees to provide professional training services for La Vista Police Department. The training will consist of three (3) nine-hour training sessions related to Nextgen Field Training School. Thin Blue Line of Leadership LLC will provide materials for these sessions to support the training class to include digital and/or printed handouts, worksheets, and/or other supporting documents. La Vista Police Department will provide a training location and each attendee with a copy of the LVPD Nextgen Field Training Manual.

Quantity	Description	Unit Price	Total
1	Nextgen Field Training School	\$4500.00	\$4500.00
	* To Be Delivered March/April 2023		
1	Travel Expense Estimate	\$1800.00	\$1800.00
	* Flight - \$550.00		
	* Hotel and Rental Car Package - \$1000.00		
	* Per Diem - \$250.00		
Subtotal			\$6300.00
Sales Tax			N/A
Total Estimate			\$6300.00

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 7, 2023 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – UNMANNED AERIAL SYSTEM (DRONE)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve the purchase of one (1) Autel EVO II Dual 640T Enterprise Bundle V3 (Unmanned Aerial System - UAS) from HTS Ag, Harlan, Iowa in an amount not to exceed \$7,088.

FISCAL IMPACT

The Police Department received a BNSF Railway Foundation UAS (Drone) Program Modernization grant for the full amount of purchase.

RECOMMENDATION

Approval.

BACKGROUND

The Police Department received a \$9,968 BNSF Railway Foundation UAS (Drone) Program Modernization grant. The grant will allow the Police Department to acquire two (2) UAS systems to replace the department's no longer supported Unmanned Aerial System (UAS) for which parts are no longer available and will no longer meet FAA Guidelines as of September 2023. Expected delivery and payment for the UAS is approximately the first week of March 2023.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) AUTEL EVO II DUAL 640T ENTERPRISE BUNDLE V3 FROM HTS AG, HARLAN, IOWA IN AN AMOUNT NOT TO EXCEED \$7,088.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Unmanned Aerial System is necessary; and

WHEREAS, the Police Department received a BNSF Railway Foundation UAS (Drone) Program Modernization grant for the full amount of purchase, and

WHEREAS, HTS Ag is a highly qualified retailer utilized by numerous agencies in the Omaha Metropolitan Area for UAS purchases and support, 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 approve the purchase of a one (1) Autel EVO II Dual 640T Enterprise Bundle V3 from HTS Ag, Harlan, Iowa in an amount not to exceed \$7,088.00.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



www.htsag.com

712-794-7992

653 Oak Road, Harlan, IA 51537

Quote AAAQ15709

Valid through December 14, 2022

Prepared For:

La Vista Police Department
Ray Harrod
Phone: (402) 331-7210 x274
7701 S 96th Street
La Vista, NE
rharrod@cityoflavista.org

Prepared By:

Cody Vanderholm
Technology Advisor
Phone: 712-794-7992 x510
Fax:
Email: cvanderholm@htsag.com



Cody Vanderholm



Below is the interactive version of the quote, you can choose options and see the quote totals.

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
1	EVO II Dual 640T Enterprise Bundle			
<input type="checkbox"/>	3	EVO II Dual 640T Enterprise Bundle V3	\$6,999.00	\$6,999.00
<input type="checkbox"/>	1	Autel EVO II Battery	\$219.00	\$657.00
<input checked="" type="checkbox"/>	1	EVO II Battery Charging Hub	\$89.00	\$89.00
****Freight Charged as Assessed***				
SubTotal				\$7,088.00

Update Totals

SubTotal: **\$7,088.00**
Shipping: **\$0.00**
Tax: **\$0.00**
Total: **\$7,088.00**
Deposit Required: **\$7,088.00**

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION FOR PURCHASE AND PROCUREMENT OF PROFESSIONAL SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared authorizing the purchase and procurement of the professional services of David A. Blagg, a member of the Cassem, Tierney, Adams, Gotch & Douglas law firm, Omaha NE.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for professional services.

RECOMMENDATION

Approval.

BACKGROUND

Professional Services are required to represent the Personnel Board in connection with appeals to the Board from time to time.

David Blagg, a member of the Cassem, Tierney, Adams, Gotch & Douglas law firm, Omaha NE is recommended to serve in this capacity.

The hourly rate, reimbursement of expenses and other terms and conditions of such work will be authorized by the Mayor or his designee who will be authorized to take all further action on behalf of the City.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA FOR PURCHASE AND PROCUREMENT OF PROFESSIONAL SERVICES.

WHEREAS, the Mayor and City Council desires to ratify, affirm and approve the purchase and procurement of professional services for the Personnel Board.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby ratify, affirm and approve the purchase and procurement of professional services of David A. Blagg, as member of the Cassem, Tierney, Adams, Gotch & Douglas law firm, Omaha, NE, to represent and advise the Personnel Board in connection with appeals to the Board from time to time ("Work"), at and on such hourly rate, reimbursement of expenses and other terms and conditions for such Work as the Mayor or his designee determines satisfactory.

FURTHER RESOLVED, that the Mayor or his designee shall be authorized to take all further actions on behalf of the City to carry out the actions approved herein, including without limitation entering or executing any agreement, document, or instrument.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – PLAYGROUND EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing the purchase and installation of playground equipment for Central Park East from Crouch Recreation in an amount not to exceed \$250,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The Thompson Creek rehabilitation project and the Central Park Access Road construction that occurred in 2022, necessitated removal of the playground equipment. For replacement, staff engaged the Park and Recreation Advisory Board in an effort to plan a replacement playground. After a design workshop and series of activities/meetings to develop and refine the design, the Board voted unanimously on February 8, 2023 to recommend a replacement playground plan for Central Park East.

The proposed playground will include a nature themed obstacle course with climbing features, a log suspension bridge, spinner, combination swing set with options for persons of different ages/abilities, surfacing, and perimeter sidewalks, benches, and lighting. Construction and installation of this playground is anticipated to be completed by Fall of 2023.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR CENTRAL PARK EAST FROM CROUCH RECREATION IN AN AMOUNT NOT TO EXCEED \$250,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of playground equipment is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase and installation; 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 and installation of playground equipment at Central Park East in an amount not to exceed \$250,000.00.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR ISLAND BNG GROUP, LLC DBA ISLAND BAR & GRILL IN LA VISTA, NEBRASKA.

WHEREAS, Island BnG Group LLC dba Island Bar & Grill, 7826 S. 123rd Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Island BnG Group LLC dba Island Bar & Grill, 7826 S. 123rd Plaza, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: February 13, 2023

RE: LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER
ISLAND BAR & GRILL

CC:

The police department conducted a check of computerized records for criminal conduct regarding the applicant for the Liquor License and Manager application. The applicants, David and Dawn Forney, have no criminal record in Sarpy County.

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

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: C

License Number:

125486

RECEIVED

JAN 17 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW / REPLACING 123815 TOP Yes / No

Hot List Yes / No

Initial: MW

PLEASE READ CAREFULLY

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

APPLICANT NAME IslandBnG Group LLC

TRADE (DBA) NAME Island Bar & Grill

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER David Forney 402-661-4979

CONTACT EMAIL ADDRESS ForneyDavidForney@gmail.com

Office use only

PAYMENT TYPE Pay Port

AMOUNT 400.00 RCPT _____

RECEIVED: 1-17-23 MP

DATE DEPOSITED _____



2300000168

DIRECTIONS

Each item must be included with your application

- 1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
- 2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)
 - Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
- 3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
- 4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
- 5. If purchasing an already licensed business; include Form 125--Temporary Operating Permit (TOP)
 - Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - Enclose a list of the assets being purchased (furniture, fixtures and equipment)
- If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
- Submit a copy of your business plan.

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

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

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

A BEER, ON SALE ONLY

B BEER, OFF SALE ONLY**

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

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

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

F BOTTLE CLUB,

I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

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

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

AB BEER, ON AND OFF SALE

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

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

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

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

Individual License (requires insert FORM 104)

Partnership License (requires insert FORM 105)

Corporate License (requires FORM 101 & FORM 103)

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

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

Name _____ Phone Number _____

Firm Name _____

Email address _____

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

PREMISES INFORMATIONTrade Name (doing business as) Island Bar & GrillStreet Address 7826 S 123rd PlazaCity LaVistaCounty SarpyZip Code 68128-5601Premises Telephone number 402-933-7330Business e-mail address islandbaromaha@gmail.com

Is this location inside the city/village corporate limits

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

Check if same as premises

Name David ForneyStreet Address 9801 S 173rd AveCity OmahaState NEZip Code 68136-4221**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

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

DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

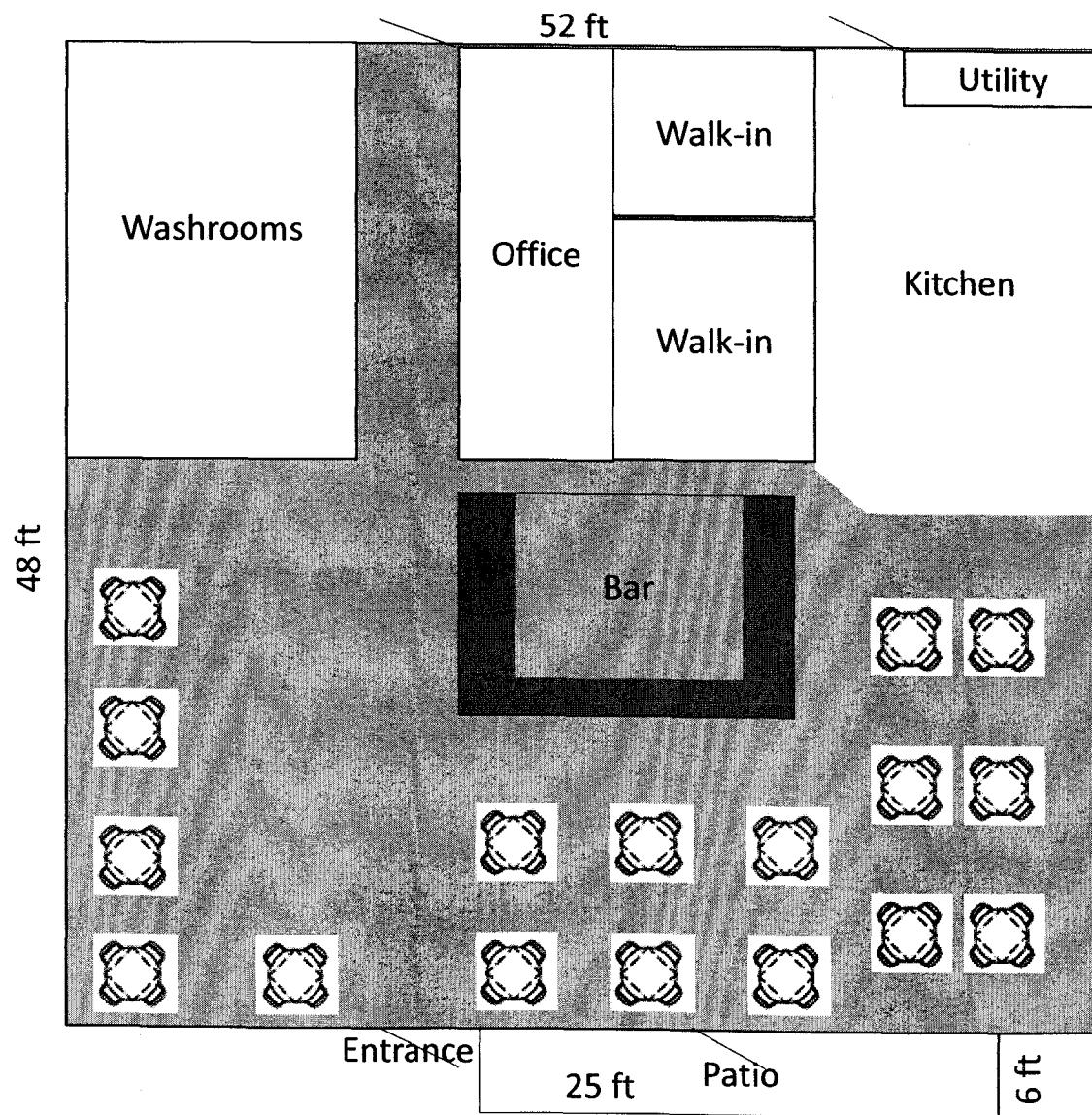
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 52 x width 48 in feetIs there a basement? Yes No If yes, length x width in feetIs there an outdoor area? Yes No If yes, length 25 x width 6 in feet+

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

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



APPLICANT INFORMATION

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

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

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

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

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

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

YES NO

If yes, provide business name and license number JJC Inc (Island Bar & Grill) #123815

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

YES NO
If yes, give name of business and liquor license number JJC Inc (Island Bar & Grill) #123815

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

YES NO

If yes

- a) Attach temporary operating permit (TOP) (Form 125)
- b) Submit a copy of the business purchase agreement
- c) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, list the lender(s) **Seller financing (JJC Inc)**

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

YES NO

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

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

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

YES NO

If yes, list such item(s) and the owner.

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

YES NO

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

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

YES NO

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

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

American National Bank: David Forney, Dawn Forney

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

none

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
David G Forney	01/2023	Nebraska Alcohol Server/Seller Certification
Dawn M Forney	01/2023	Nebraska Alcohol Server/Seller Certification

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

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

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

Lease expiration date 01/15/2028
 Deed
 Purchase Agreement

14. When do you intend to open for business? February, 2023

15. What will be the main nature of business? Bar & Grill

16. What are the anticipated hours of operation? Tuesday-Friday 3pm-11pm, Saturday-Sunday 11am-11pm

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
David Forney: Sarpy County, NE	2020	2023			
David Forney: Omaha, Douglas County, NE	1994	2020			
Dawn Forney: Sarpy County, NE	2020	2023			
Dawn Forney: Omaha, Douglas County, NE	2018	2020			
Dawn Forney: Missouri Valley, Harrison County, IA	1993	2018			

If necessary, attach a separate sheet

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

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

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

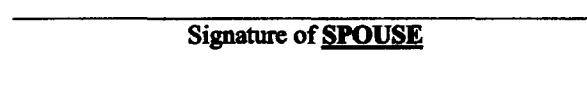
Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or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

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

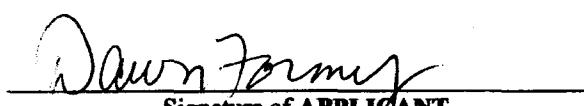

Signature of APPLICANT

David G Forney

Printed Name of APPLICANT

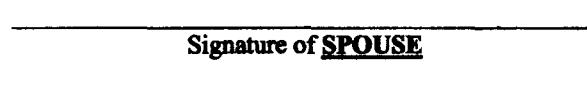

Signature of SPOUSE

Printed Name of SPOUSE


Signature of APPLICANT

Dawn M Forney

Printed Name of APPLICANT


Signature of SPOUSE

Printed Name of SPOUSE

Nebraska Secretary of State

ISLAND BAR & GRILL

Tue Jan 17 15:02:33 2023

SOS Account Number

2007119153

Status

Active

Contact

JJC, INC.
7826 S. 123RD PLAZA
LA VISTA, NE 68128

Entity Type

Trade Name

Date Filed

Jul 27 2020

Expiration Date

Jul 27 2030

Associated Entities

Account Number	Name	Type	Status
2006104770	JJC, INC.	Domestic Corp	Active

Filed Documents

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

Document	Date Filed	Price	
Trade Name	Jul 27 2020	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Proof of Publication	Aug 03 2020	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Good Standing Documents

Not Available for Trade Names

 [Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____

RECEIVED

JAN 17 2023
Office Use only

NEBRASKA LIQUOR
CONTROL COMMISSION

INSTRUCTIONS

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

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

ISLANDBNG GROUP LLC

Name of Registered Agent: **David Forney**

LLC Address: **9801 S 173rd Ave**

City: **Omaha** State: **NE** Zip Code: **68136 -4121**

LLC Phone Number: **402-661-4979** LLC Fax Number: _____

Name of Managing/Contact Member

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

Last Name: **Forney** First Name: **David** MI: **G**

Home Address: **9801 S 173rd Ave** City: **Omaha**

State: **NE** Zip Code: **68136 -4121** Home Phone Number: **402-661-4979**



Signature of Managing/Contact Member

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

Last Name: Forney First Name: David MI: G
[REDACTED]

Spouse Full Name (indicate N/A if single): Dawn Marie Forney
[REDACTED]

Percentage of member ownership 50

Last Name: Forney First Name: Dawn MI: M
[REDACTED]

Spouse Full Name (indicate N/A if single): David G Forney
[REDACTED]

Percentage of member ownership 50

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

YES NO

If yes, Form 185 is required

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____

RECEIVED

JAN 17 2023
Office Use Only

NEBRASKA LIQUOR
CONTROL COMMISSION

MANAGER MUST:

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

Spouse who will not participate in the business

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

Name of Corporation/LLC: ISLANDBNG GROUP LLC

Premises Trade Name/DBA: Island Bar & Grill

Premises Street Address: 7826 S 123rd Plaza

City: LaVista County: Sarpy Zip Code: 68128

Premises Phone Number: 402-933-7330

Premises Email address: IslandBarOmaha@gmail.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

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

BARCODE

MAIL-IN VOTER REGISTRATION FORM

Last Name: Forney First Name: David MI: G

Home Address: 9801 S 173rd Ave

City: Omaha County: Sarpy Zip Code: 68136

Home Phone Number: 402-661-4979

[REDACTED]

Email address: ForneyDavidForney@gmail.com

YES

NO

Spouses Last Name: Forney First Name: Dawn MI: M

[REDACTED]

[REDACTED]

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
David-Sarpy County, NE	2020	2023	Dawn-Sarpy County, NE	2020	2023
David-Omaha, NE	1994	2020	Dawn-Omaha, NE	2018	2020
			Dawn-Missouri Valley, IA	1993	2018

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2010	present	Mutual of Omaha, Insurance Co	Jason Davis	402-658-6725
2009	2010	AMC Theaters	Do not recall	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
David Forney	01/2023	Nebraska Alcohol Server/Seller Certification
Dawn Forney	01/2023	Nebraska Alcohol Server/Seller Certification

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

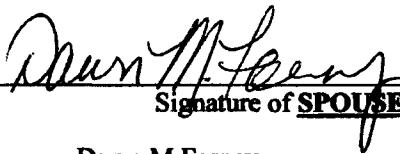
Must be signed by applicant and spouse.



Signature of **APPLICANT**

David G Forney

Printed Name of **APPLICANT**



Signature of **SPOUSE**

Dawn M Forney

Printed Name of **SPOUSE**

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

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

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;

It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp. Or a check made payable to **NSP** can be mailed directly to the following address:

*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

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

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

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

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

Trade Name Island Bar & Grill

Name of Person Being Fingerprinted: Dawn M Forney

Date fingerprints were taken: 1/16/2023

Location where fingerprints were taken: NSP TRAP A -OMAWA

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

11-1

Wm. W. Ferry
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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

Office Use only
RECEIVED
JAN 17 2023
Date Stamp HERE ONLY
NEBRASKA LIQUOR
CONTROL COMMISSION

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
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It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:

*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

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

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
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- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name Island Bar & Grill

Name of Person Being Fingerprinted: David G Forney

Date fingerprints were taken: 1/10/2023

Location where fingerprints were taken: NSP GROUP A- Omaha

How was payment made to NSP?

NSP PAYPORT **CASH** **CHECK SENT TO NSP CK #** _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup / Registrant Detail](#)

David G Forney

Political Party
Republican

Precinct
Precinct 59

Election Details

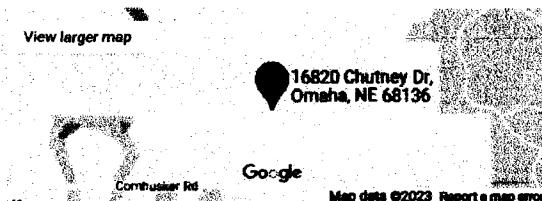
11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Palisades Elementary School

📍 16820 Chutney Dr Omaha, NE 68136



Ballot Styles

59.01

Districts

Show ▾

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[Back to Lookup](#) / [Registrant Detail](#)

Dawn Marie Forney

Political Party
Nonpartisan

Precinct
Precinct 59

Election Details

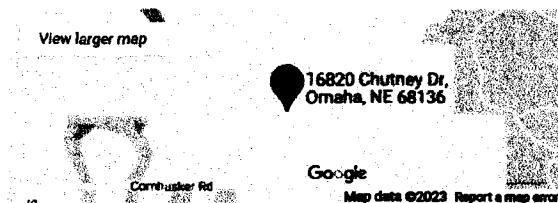
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Polling Location

Palisades Elementary School

📍 16820 Chutney Dr Omaha, NE 68136



Ballot Styles

59.01

Districts

Show ▾

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Certificate of Completion

This is to certify that

David Forney

has successfully completed the following
HOSPITALITYexam.com course and examination

Course Name: Nebraska Alcohol Server/Seller Certification

Edward D McLean, Administrator
www.HOSPITALITYexam.com

Date: 01/05/2023
Expiration: 01/05/2026
Certificate #: 139848
Birth Date: 06/15/1967

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made on January 13, 2023 (the "Effective Date") by and between JJC, Inc. Nebraska corporation, (hereinafter "Seller"), and IslandBng Group, LLC, a Nebraska limited liability company (hereinafter "Buyer").

In consideration of the mutual covenants, agreements and warranties contained herein, the parties agree to the sale and purchase of assets as follows:

1. Sale of Business. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller substantially all of the assets of the business operated by Seller at 7826 S 123rd Plaza, La Vista, NE 68128 dba Island Bar & Grill.

2. Purchase Price. As full payment for the transfer of the assets by Seller, Buyer shall pay to Seller the sum of \$159,000.00. The purchase price shall be paid as follows:

a. An initial payment of Twenty Five Thousand Dollars and No Cents (\$25,000.00) shall be paid upon Closing (defined below);

b. Buyer to execute a promissory note at Closing in the amount of \$134,000.00, for a term of 3 years with interest accruing thereon at a rate of 7.0% annually beginning 30 days after Closing.

c. The parties allocate the purchase price as follows:

Furnishings, fixtures, equipment	\$ 75000
Inventory	\$ 5000
Goodwill	\$ 70000
<i>Agent fee</i>	\$ 9000
Total	\$159,000.00

3. Description of Assets. The assets sold hereunder shall include the following:

a. Furnishings, fixtures and equipment more particularly described in Exhibit A attached to this Agreement and incorporated herein by this reference; except items described in Exhibit B attached to this Agreement and incorporated herein by this reference;

b. Inventory as listed on Exhibit C;

c. All other assets used in the operation of the business, except cash, cash accounts, accounts receivable and customer credits on the date of Closing except as otherwise provided herein; including the name of the business, all records necessary and useful in the operation of the business and the goodwill of the business. Provided, however, that records required to be retained by Seller for income tax purposes or otherwise shall be retained, but Seller agrees to allow Buyer access to such records at any reasonable time, either before or after Closing.

4. Inventory. The purchase price includes Seller's inventory on hand at Closing. Seller agrees to maintain the inventory in substantially the same state as it exists on execution of this Agreement at the date of Closing. All creditors of Seller shall be paid in full for such amounts as may be due them at or prior to Closing.

5. Accounts Receivable. All accounts receivable for inventory sold or services performed prior to the date of Closing shall remain the property of the Seller. Seller shall be responsible for the collection of these accounts and for the costs of same. Any money received by Buyer with regard to said accounts will be immediately paid over to the Seller without demand.

6. Business Name. Buyer may use the business name/trade name "Island Bar & Grill". The purchase of the business assets includes the business name, social media accounts and websites; but does not include the purchase of any ownership interest in JJC, Inc., a Nebraska corporation. At Closing, Seller shall assign the Trade Name "Island Bar & Grill" to the Buyer.

7. Representations of Seller. Seller further warrants and agrees as follows:

a. Seller owns and has good title to all assets to be transferred hereunder, and that all liens and encumbrances against such assets will be paid in full at or prior to Closing. Seller hereby indemnifies Buyer against all liability, including any liability for sales taxes, whether arising out of or prior to the sale herein contemplated, claims, charges, suits, obligations and other costs which relate to or result from, whether directly or indirectly, purchases, obligations incurred or any other event occurring prior to possession being transferred to Buyer.

b. Seller will do all acts and sign all transfer documents necessary to give Buyer good title to and possession of all of the assets to be transferred hereunder, both at and subsequent to Closing.

c. Until the date of Closing, Seller shall do all acts necessary and convenient in order to assist Buyer in commencing business, including but not limited to introductions to customers and suppliers by letter or in person and the like providing access to Buyer to Seller's branding, social media and websites. Preparation and mailing of letters, if any, shall be done at the expense of Buyer.

d. There are no legal actions, suits, arbitrations or other legal or administrative proceedings pending or threatened against the Seller which would affect the assets. Seller is not in default with respect to any judgment, order or decree of any court or any governmental agency or instrumentality.

e. Seller is not in violation of, or in default under, any lien, mortgage, lease, agreement, instrument, order, judgment or decree, or further subject to any restriction contained in any of the foregoing of any kind or character which materially adversely affects in any way the business, properties, assets or prospects of Seller, or which would prohibit Seller from entering into this Agreement or prevent consummation of the transfer of the assets contemplated by this Agreement.

f. Seller has completed and filed all federal, state and local information and other state and local tax returns of every nature required to be filed and no extensions of time in which to file any such returns are in effect. All taxes and other assessments and levies which Seller is required by law to withhold or collect have been duly withheld and collected and have been paid over to the proper governmental authorities or are being held by Seller for such payment.

g. The representation of Seller to Buyer in this Agreement and in all financial documents, schedules, tax returns and other information furnished to Buyer prior to and subsequent to the execution of this Agreement, do not and will not contain any untrue statements of fact or omit to state any facts necessary in order to make the statements contained herein or therein not misleading.

h. Between the date of execution of this Agreement and the date of Closing the Seller will carry on Seller's business in the usual and ordinary manner and will not enter into any unusual contract or make any unusual commitment affecting the operation of the business beyond such Closing date without the written consent of Buyer.

i. Seller will cooperate with Buyer in securing all permits and licenses necessary for the intended use of the property prior to Closing, to include maintaining the Seller's existing liquor license in good standing with the Nebraska Liquor Control Commission to the extent necessary for the Buyer to operate under their temporary operating permit, even if that time extends beyond Closing, provided that the Buyer is acting in good faith and with due diligence to obtain a permanent license.

8. Representations of Buyer. Buyer acknowledges an inspection of the assets subject to this Agreement, is acquainted with the condition and accepts the same in its present condition, except as otherwise provided for herein.

9. Assumption of Liabilities. Buyer will not assume, pay or discharge, or be deemed to have assumed, paid or discharged, any liabilities of Seller of any nature whatsoever, whether absolute or contingent. This disclaimer includes, but is not limited to the following:

a. Any state, federal or local income tax liability of Seller for any period whatsoever, or any tax liability of Seller of any kind whatsoever;

b. Any legal, accounting or other expenses incurred by Seller in connection with the negotiations relating to, and the execution and performance of this Agreement, and including any of Seller's activities or operations after Closing;

c. Any liabilities, debts or obligations of Seller resulting from any claims, actions, suits or proceedings pending at date of Closing, or thereafter instituted, arising out of the operation, acts or omissions of Seller prior to date of Closing, or any cause of action accruing or arising out of any transaction or occurrence prior to date of Closing even though asserted after date of Closing. Seller is responsible for the payment of all accounts payable up to and including the date of Closing;

d. Any employee salaries, compensation, unemployment claims or other benefits accrued as of the date of Closing.

10. Taxes and Assessments. Seller shall pay all personal property taxes on the property being sold hereunder for the calendar year 2022 and all prior years. All such taxes and assessments for the year of Closing shall be prorated between Seller and Buyer as of the date of Closing based upon the previous year's tax assessments or the actual 2022 Tax Assessment if available.

11. Conditions Precedent to Closing. Buyer must file for a temporary operating permit and permanent liquor license from the Nebraska Liquor Control Commission prior to Closing. Seller shall assign the Lease with Casey's Retail (name of landlord) to Buyer at Closing. Buyer is responsible for obtaining the landlord's written consent.

12. Deliveries at Closing. At Closing, Seller shall deliver to Buyer a Bill of Sale properly executed by Seller conveying the personal property being sold hereunder free and clear of all liens and encumbrances.

13. Closing. Closing of the sale shall occur on or before Feb. 1, 2023 ("Closing") at a location agreed to by the parties, unless extended by the terms of this Agreement or mutual consent of the parties.

14. Default. Should Buyer default in payment of the purchase price as provided herein upon approval of conditions of this Agreement, Seller, at Seller's option, may declare the interest of Buyer terminated and retain the earnest deposit, if any, as liquidated damages or may seek any other remedy to which Seller might be entitled at law or equity. Should Seller default under the terms of this Agreement, Buyer may seek any remedy that Buyer may be entitled to at law or in equity.

15. Time of Essence. Time is of the essence of this Agreement.

16. Risk of Loss. Risk of loss shall remain with the Seller until the date of Closing.

17. Integration of Agreements. This Agreement is integrated with (i) a Non-Compete and Non-Solicitation Agreement (the "Non-Compete Agreement") (ii) a Promissory note; (iii) a Security Agreement; (iv) a Transition Agreement; (v) a Personal Guaranty; and (vi) a Bill of Sale between Seller, Seller's shareholders, and Buyer. These Agreements supersede all agreements previously made between the parties and express the entire agreement between the parties, no party relying upon any statement or representation not contained in the above-mentioned Agreements.

18. Division of Expenses. The parties agree that each party shall pay for their own attorney's fees for the drafting of this Agreement, any other agreements executed in connection with this Agreement or this transaction, and the preparation of the bill of sale and Closing statement.

19. Amendment and Modification. Any amendment or modification to this Agreement shall be made in a document executed by all parties.

20. Binding. This Agreement shall be binding when signed by all parties and shall inure to the benefit of and be binding upon and enforceable against the heirs, successors and assigns of the parties hereto.

21. Nondisclosure. The parties agree to keep the terms of this Agreement confidential except that each party may disclose the existence of this Agreement and its terms to their respective legal, financial and tax advisors.

22. Non-Assignment. This Agreement shall not be assigned, either in whole or in part, whether voluntarily or involuntarily, without the written consent of Seller. Any assignment shall not relieve Buyer from Buyer's obligations under the terms of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, i.e., one or more of the parties may execute and acknowledge a copy of this Agreement which, when combined with duly executed counterparts by the other parties, shall constitute one agreement.

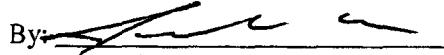
24. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

25. Severability. If any term of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining term of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

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

SELLER:

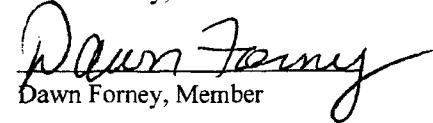
JJC, Inc.
a Nebraska corporation

By: 
Justin Clark, President

BUYER:

IslandBng Group, LLC
a Nebraska limited liability company

By: 
David Forney, Member


Dawn Forney, Member

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement ("ASSIGNMENT") is entered into on this 1/13/2023 day of January 2023 ("EFFECTIVE DATE") by and between JJC Inc. DBA Island Bar and Grill ("ASSIGNOR"); IslandBnG Group LLC ("ASSIGNEE"); and Casey's Retail Company, an Iowa corporation ("LANDLORD"), (collectively referred to as "PARTIES").

RECITALS

WHEREAS LANDLORD owns real property located at 7826 S. 123rd Plaza, Suites E and F, La Vista, Nebraska 68128 ("PREMISES"); and

WHEREAS LANDLORD and ASSIGNOR are parties to a Lease Agreement dated September 24, 2007, as amended by a First Amendment to Lease dated January 23, 2008, a Second Amendment to Lease dated January 15, 2012, a Third Amendment to Lease dated February 14, 2017, a Fourth Amendment to Lease dated September 12, 2017, Assignment of Lease Agreement dated June 8, 2020, and the Fifth Amendment to Lease Agreement dated October 20, 2022 (collectively the "Lease Agreement"), under which for ASSIGNOR leases the PREMISES and uses it as a bar and grill; and

WHEREAS ASSIGNOR desires to assign its rights and obligations under the LEASE AGREEMENT to ASSIGNEE and ASSIGNEE desires to assume those rights and obligations; and

WHEREAS LANDLORD does not object to the proposed assignment and has agreed to substitute ASSIGNEE for ASSIGNOR.

AGREEMENT

NOW THEREFORE, in consideration for the terms set forth in this ASSIGNMENT, the PARTIES agree as follows:

1. The foregoing recitals are incorporated into this ASSIGNMENT by reference.
2. ASSIGNOR hereby completely and unequivocally assigns all of its rights, and obligations under the LEASE AGREEMENT to ASSIGNEE. As of the EFFECTIVE DATE, LANDLORD releases ASSIGNOR from any further obligation related to the LEASE AGREEMENT, and ASSIGNOR shall not receive any further benefit under the LEASE AGREEMENT.
3. ASSIGNEE hereby completely and unequivocally assumes all of ASSIGNOR's rights and obligations under the LEASE AGREEMENT.
4. LANDLORD, being fully consulted, hereby acknowledges and consents to this ASSIGNMENT. As of the EFFECTIVE DATE, LANDLORD shall hold ASSIGNOR harmless for any further obligations under the LEASE AGREEMENT, and LANDLORD shall accord to ASSIGNEE all rights and courtesies as a tenant under the LEASE AGREEMENT.

5. Except as set forth in this ASSIGNMENT, all other terms and conditions of the LEASE AGREEMENT shall remain in full force and effect.

6. This ASSIGNMENT represents the complete agreement between the PARTIES regarding the LEASE AGREEMENT, and this ASSIGNMENT shall supersede any prior agreements between the PARTIES relating thereto. This ASSIGNMENT shall be amended only by a writing that has been executed by all PARTIES.

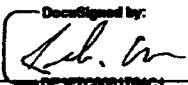
7. This ASSIGNMENT shall be governed by the laws of the state of Nebraska.

8. This ASSIGNMENT may be executed in counter-parts and any photocopies of this ASSIGNMENT shall be treated as originals for all purposes.

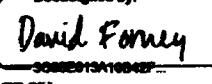
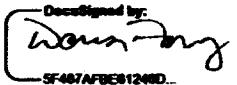
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

VOLUNTARILY EXECUTED:

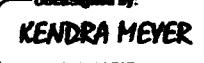
JJC, Inc. – ASSIGNOR

By: 
Justin Clark

IslandBnG Group LLC. – ASSIGNEE

By: 
David Forney

Dawn Forney

Casey's Retail Company – LANDLORD

By: 
Kendra Meyer, Vice President – Real Estate

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT to the Lease Agreement made and entered into as of this _____ day of 10/20/2022, 2022, by and between Casey's Retail Company, an Iowa corporation, having its principal place of business at One S.E. Convenience Boulevard, Ankeny, Iowa 50023 ("Landlord") and JJC Inc. DBA Island Bar & Grill ("Tenant").

WITNESSETH:

WHEREAS, Fantasy's Inc. and Fields Inc. entered into a lease agreement dated September 24, 2007, for real property situated at 7826 S. 123rd St. La Vista, NE. The lease agreement together with all amendments is hereinafter referred to as the ("Lease Agreement").

WHEREAS, the Lease Agreement was assigned from Fantasy's Inc. to Landlord by Assignment and Assumption of Lease dated March 5, 2019.

WHEREAS, the Lease Agreement was assigned from Fields Inc. to Tenant by Assignment and Assumption of Lease dated June 8, 2020.

WHEREAS, the Lease Agreement is currently in its second and final renewal term which expires January 15, 2023, and the parties wish to amend the Lease Agreement upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the undersigned parties agree and state as follows:

1. **Additional Renewal Terms.** Landlord hereby grants to Tenant one renewal option of 5 years. The terms and conditions for Renewal Term shall be the same as for the Initial Term, except that the monthly rental, then in effect, shall be as set forth in Section 2 of this Amendment.
2. **Rent During Renewal Term.** Rent during Renewal Term shall be as set forth below:

Lease Year	Monthly Rent Payment
Jan. 16, 2023 - Jan 15, 2024	\$ 5017.67
Jan. 16, 2024 - Jan. 15, 2025	\$ 5168.20
Jan. 16, 2025 - Jan. 15, 2026	\$ 5323.25
Jan. 16, 2026 - Jan. 15, 2027	\$ 5482.94
Jan. 16, 2027 - Jan. 15, 2028	\$ 5647.43

3. **Lease in Effect.** Except as hereinabove specifically amended, all terms, conditions, and provisions of the Lease Agreement are hereby ratified, confirmed, and approved as to the agreement of the parties, to continue in full force and effect according to the terms thereof.

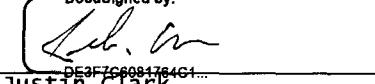
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the date and year first written above.

LANDLORD:

CASEY'S RETAIL COMPANY

By: 
Stephen P. Bramlage 10/20/2022
E0DBB00A1592440
Stephen P. Bramlage Jr.

TENANT:

By: 
Justin Clark
DE3F7C608476461

PERSONAL GUARANTY

On January 13/2023, 2023, **Casey's Retail Company** ("Landlord") and **IslandBnG Group LLC** ("Tenant") entered into a certain lease for real estate located at 7826 S. 123rd Plaza, Suites E and F, La Vista, Nebraska 68128, Nebraska (the "Lease").

To induce the Landlord to consent to Lease to Tenant, and for other valuable consideration, the undersigned Guarantors, David Forney and Dawn Forney, unconditionally and irrevocably guarantee to Landlord: 1) prompt and full payment of all rent and other payments due from the Tenant, and 2) prompt performance of all of the other terms and conditions and covenants of the Tenant under the Lease.

The Guarantor intends and agrees that this Guaranty shall remain effective until full and complete payments and performance of all of the Tenant's obligations under the Lease, including any modifications or extensions thereof, notwithstanding any act or incurrence which might otherwise act to reduce or discharge the Guarantor. In this regard, the Guarantor acknowledges and agrees that the liability of the Guarantor under this guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease, provided, however, in the event the Lease is assigned by Tenant to an entity that is not affiliated with Tenant and obtains a personal guaranty of the principal owner(s) of such assignee, and Landlord approves such assignment and personal guaranty as provided in the Lease, this Guaranty shall terminate and Guarantor shall be released of its obligations. In the event Landlord does not approve the personal guaranty of the assignee entity, this Guaranty and Guarantor's obligations hereunder shall extend only to the end of the then current Lease term and to those Lease obligations of the Tenant arising up to that time. The Guarantor waives notice of any such assignment, extension, amendment, modification or forbearance. The Guarantor further agrees that Landlord may pursue its remedies under this Guaranty without proceeding against the Tenant.

Notice of acceptance of this Guaranty and of any obligations or liabilities of Tenant incurred under the Lease are waived. This Guaranty shall be binding upon the heirs, successors and personal representatives of Guarantor and shall be construed according to Nebraska law.

EXECUTED this 1/13/2023 day of January 2023.

GUARANTORS

David Forney

Dawn Forney

Exhibit A-Assets being sold

All books and records of Seller related to the business including, but not limited to, books, manuals, records, sales and promotional data, advertising lists, credit information, cost and pricing lists, business plans, and customer lists.

All of Seller's telephone numbers and fax numbers and right, title and interest in telephone system equipment relating to the business.

All websites and social media platforms and sites along with source code and passwords and other login information, including without limitation, Snapchat, Instagram, Facebook and Twitter.

Exhibit B-Assets retained by Seller

None

Exhibit C-Inventory

Attached



ADDENDUM TO PURCHASE AGREEMENT

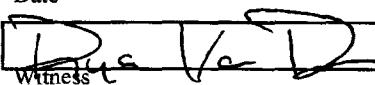
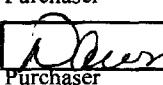
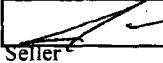
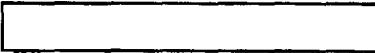
DATED 01/13/2023

Property Address 7826 S 123rd Plaza, La Vista, NE 68128

It is hereby agreed and understood that:

The \$5000 earnest deposit money is NON REFUNDABLE. Only way the deposit is refundable is if the seller chooses to vacate the transaction.

All other terms and conditions to remain the same.

<u>1/13/23</u> Date	 Purchaser
 Witness	 Purchaser
<u> </u> Date	 Seller
 Witness	 Seller

Bar assets

Furniture

18 high bar chairs (\$1529.82)

20 bar stools(\$1099.88)

48 low chairs(\$2639.52)

5 high top tables (\$500.00)

12 low tables(\$827.88)

DJ equipment

Yamaha mg06x mixer(\$169.99)

Shure blx 288/pg58 dual channel system with 2 pg58 handheld microphones(\$549.99)

Xlr cables (\$300.00)

2 electro voice zlx-12bt(\$1174.88)

2 elx-200 subwoofers(\$2565.86)

2 on stage wall mounts(\$87.69)

Chavet mini Kinta irc(\$128.40)

Remote for chavet mini kinta irc(\$27.91)

Security cameras(\$630.30)

Simplisafe alarm system (\$599.99)

Leased equipment from nts

3 dart boards

Touch tunes juke box

8 mtx speakers

Amplifier above cooler

Lg tv above kitchen window

2 mtx speakers outside on patio

Leased equipment from convenient water treatment.

Water softener

Leased equipment from D&j beverage

2 big co2 tanks

2 small co2 tanks

2 soda guns

All pumps to make soda

6 long spoons
Cutting board and knife
Step stool
4 beer tap system
Warning blender

4 San jamar paper towel dispensers
3 San jamar toilet paper dispensers
4 sams club soap dispensers
4 tub sink behind bar
Green monster glass washer(\$200.00)
Ice bin behind bar
Wash sink behind bar
Beverage air dw64 cooler with slide open doors(\$3,000.00)
2 Thomson upright freezers
Point of sale iPad 7th gen
iPad mini point of sales with card swiper
Star tsp650II bar printer
12 rolls of printer paper
Epson 188b kitchen printer
30 rolls of paper
9 replacement ribbon
2 wet floor signs
Dual vtech phone

Frigidaire microwave with rack
Duke E303m steam table
Continental cold table sw48-12
American range griddle/ stove top/ grill/ oven combo
2 pitco fryers
Captive air exhaust fan
Carrol cooler walk-in cooler with slider doors lol
Carrol cooler walk-in freezer
Wash sink
3 bins dish sink 2 faucet with sprayer
Jet tech dishwasher
5 dish racks
Anvil meat slicer



Island
Bar & Grill

BUSINESS PLAN

Island BnG LLC

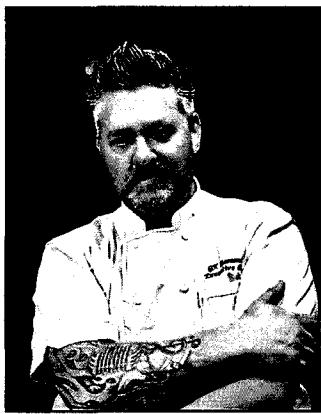
EXECUTIVE SUMMARY

The Island Bar & Grill is the twelfth restaurant build/rebuild for Executive Chef GK Gammon and the first for new business partners David and Dawn Forney of Island BnG, LLC. We will offer casual dining experience, intended to match the local community, and positioning our menu in the space between the sports bars and the white tablecloth restaurants.

BUSINESS OVERVIEW

- **Summary:** The Island Bar & Grill will be a casual neighborhood restaurant, complemented by a sophisticated, yet approachable menu of steaks, light seafood fare, burgers, and attractive appetizers. The Forneys first approached Chef GK to consult on an out-of-state restaurant purchase. We soon realized shared objectives which motivated us to partner right here in Omaha.
- **Vision:** Southwest Omaha is plentiful with fast food restaurants and sports bars; but there are few locations where one can bring a family, a soccer team or a group of friends for consistently-great, satisfying meals that aren't served in a paper bag. We will build a bar & grill where local diners will want to visit several times each month, and which will attract from the greater Omaha area through reputation.
- **Facilities:** The building in which the business will operate is a 2496 sq ft double bay with an existing U-shaped bar, walk-in refrigerator and freezer, dining room, kitchen and washrooms. The space has been operating as Island Bar & Grill for approximately 15 years under previous ownership. There are 68 seats in the dining room plus 15 at the bar. We believe there is ample space to add an additional 20 seats in the dining room for a total capacity of 103. There is good economy of space, with less than 25% devoted to the kitchen (including the walk-ins).
- **Legal Structure and Ownership:** The Island will be owned by Island BnG, LLC, a corporation organized under the laws of Nebraska and jointly owned by David and Dawn Forney.
- **Menu and Pricing:** A working copy of our planned menu is attached as Attachment 1. We will monitor item sales and modify the menu as we determine bestsellers and any unpopular items, as well as for seasonal and weekday-specific specials. We will have a full bar with familiar and local beers on tap and in bottles, also serving crafted cocktails and a selection of wine. We will offer table service for food and bar throughout the establishment. We are modeling our menu to maintain food cost of approximately 28%. Bar costs will be at industry standards for beer/wine (20% pour cost), with well, call, and premium liquor at 30%, 25%, and 15% approximate pour costs.

MANAGEMENT



GK Gammon is a certified Executive Chef from the Culinary Institute of America (Greystone in St. Helena, California) spanning nearly two decades of experience. Additional education includes a Bachelor's degree in Biology and Chemistry, as well as Serv-Safe Sanitation courses he both attended and conducted. Working as a consultant, he has assisted in the opening of five highly successful, brand new restaurant concepts, in addition to several local remodels, rebranding locations as well as three business created, owned and operated by himself and his team over the last ten years. Driven and artistic by nature, GK has roots in the Pacific Northwest, but now resides in Omaha full time and enjoys fishing, golfing and playing the guitar as a sought-after Nashville session artist. Chef GK will be the restaurant's Executive Chef and Kitchen Manager.



Dawn Forney is a warm and caring leader who is finishing a career in nursing, in which she worked in a hospital ICU with premature babies, as a school nurse, and as a clinic supervisor for Boys Town Hospital. Dawn's experience in managing a large nursing staff including staffing, scheduling and payroll will enable her to relate to people and manage daily operations within the restaurant - even with 21st century staffing challenges. In addition, Dawn has service experience waiting tables during nursing school, and also helping run her parents' country store. Dawn has a BSN from Midland College. Dawn will be the restaurant's Front of House and General Manager.

David Forney is friendly and social, with prior experience in office environments, movie theater management, as a military officer, and as an entertainer. Dave's outgoing personality is complemented by management and business ownership experience. In addition to owning and managing a professional office, David has been managing partner of an entertainment consultant company, working with musical acts, organizing wedding receptions and managing business finances. While a student, he worked several years in a commercial pizza kitchen. David has a business management bachelor's degree from University of Maryland, a graduate degree from Creighton University, and is currently a project manager for Mutual of Omaha Insurance Company – a position which he will continue to work. David will be the Office Manager and will assist with customer service and elsewhere as needed during evening and weekend hours.

MARKET ANALYSIS

- **Overview:** The Southport area in LaVista is a growing, affluent region of town. Thousands of people reside within 1 mile of the restaurant location, with an average household income of greater than \$70,000 per annum. Within a 3-mile radius are more than 50,000 people. Southport sits near the intersection of Harrison/Giles and Interstate 80, a major east-west corridor for commuters and travelers. The immediate area includes five hotels and two large corporate offices, as well as two

popular shopping destinations, Costco and Cabela's. The intersection in front of our site has a traffic signal, making it easier to turn from either direction, and increasing that possibility that stopped traffic will see our signage. The parking lot is shared with a Casey's gas station, creating an opportunity to catch the eye of commuters who have stopped to fuel-up. There is a new city-owned soccer complex 0.5 miles away.

- **Competitors** There are several food establishments and bars/grills in the area:
 - Casey's 0.0 mile – serves pizza and grab-and-go items. We intend to serve primarily eat-in customers, and will have a menu which we don't see as competing with Casey's food items.
 - PizzaWest 0.1 mile – serves pizza and alcoholic beverages. Has a menu which does not directly compete with us.
 - Beyond Golf Bar & Kitchen 0.1 mile – is our closest competition, serving food created in a scratch kitchen similar to ours. Primarily serves customers interested in their golf simulators.
 - Jimmy Johns, Burger King, Amigos, Sonic, Runza, Dunkin 0.2 mile – As fast food establishments, we don't see these as direct competitors.
 - Summer Kitchen Café 0.3 mile – Is primarily a breakfast and lunch establishment.
 - Hooters 0.9 mile – bar and grill with a Hooters girl theme.
 - Hail Varsity Club 0.9 mile – bar and grill with a sports theme and limited menu.
 - Osaka Steakhouse and Sushi Bar 1.0 mile – Japanese steakhouse with a higher price point.
 - Liquid Sunshine Taproom – bar and restaurant located within Alamo movie theater.

- **SWOT Analysis:**

Strengths	Weaknesses	Threats
Chef GK Gammon has the experience, expertise, and reputation to draw and retain customers	Dave and Dawn haven't operated a restaurant before, though we believe GK's experienced guidance will temper that shortcoming	Restaurants in the area have done well with delivery and carryout business. There is opportunity to do the same
The building is already outfitted and will require little modification to be ready for opening	The existing bar and grill has no discernable reputation, and isn't well known, even among locals.	We can offer food that serves the market in between regular fried bar food and expensive restaurants
As working owners, we will have frequent insight, customer service, and problem-solving capability.		Sarpy County is the fastest growing area in the region, creating opportunities to attract new customers
Our menu will be unique in the area		We can attract new customers through better signage, direct mail, marketing to the hotels, social media, or geofence messaging

OPERATING PLAN

We will be open six days per week for dinner, and open Saturday and Sunday for lunch. We will modify start and stop times to meet demand from special events such as televised sporting events or soccer tournaments

- **Sourcing and Order Fulfillment:** We will purchase food from bulk food wholesalers and restaurant supply stores, and beer and wine from local distributors. We may later add wines and beers from local independent sources, such as local wineries and microbreweries.
- **Payment:** We will accept cash and credit/debit card payments. We will use the existing Point-of-Sale system, which has credit card processing capability. Online orders will accept prepayment.
- **Technology:** The business will operate the existing point-of-sale system with Internet connectivity, and rely upon cloud-based accounting. We will participate with online ordering and delivery services such as Door Dash and Uber eats.
- **Key Customers:** Our key customers will be people looking for food from a scratch kitchen, and who seek entertainment in a cool venue. Those include hotel guests, soccer participants, those attending bar events such as trivia and bingo, and local residents seeking good food.

MARKETING AND SALES PLAN

Marketing will be key to our success.

- **Key Messages:** Our restaurant is a place where you can find a sophisticated, yet approachable menu in a casual, fun environment.
- **Marketing Activities:** The Island will benefit from a multi-pronged marketing approach
 - Signage – The building has a sign facing the Casey's service station; but the 15-year-old sign is dim and dirty. We will get it cleaned and better lit. There's a second sign on the back of the building, but it's not visible and illegible from any vantage point. We will seek to move the sign from the back of the building to the east side, so it faces the soccer fields. There is a sign for the nail salon on the building facing 126th street, but none for the bar and grill. This is a significant thoroughfare, so we will look at options for additional signage there.
 - Viral marketing – GK's reputation as a chef has a significant following, which will draw in people anxious to test his latest menu offerings. Dave and GK both have substantial social media followings from their time as musicians, creating opportunity for creating word-of-mouth marketing among those fans and friends.

- Chamber of Commerce – Greater Omaha’s Chamber does a good job of highlighting restaurants in the area. We will reach out to the Chamber to participate in their listings.
- Social media – There is an opportunity to create a robust presence online to attract customers and keep them apprised of our schedule, menu, and specials. David can bring his experience with social media and online presence from his previous work in the entertainment industry.
- Hotel cards – The card blanks for hotel keys are inexpensive when purchased in bulk. We will offer to supply key cards to some of the local hotels with a discount offer printed on them.
- Direct mail – We plan to send occasional mailers to homes and businesses within the area in our first year to encourage visits for special occasions such as valentine’s day.
- Website – a professional website can introduce us to potential customers, increase our search ranking on search engines, provide an opportunity to order carryout food online, and entice customers with good menu descriptions and imagery designed to encourage a visit.
- Customer loyalty program – We will introduce a customer loyalty program for purchases that will reward repeat business with free food and promotional items.

FINANCIAL PLAN

Our initial financial plan is laid out in Attachments 2, 3, and 4. For purposes of startup costs and expenses, we are projecting an opening date of Feb 1, 2023. Based on the historical data for revenue, and Chef Gammon’s knowledge of the market we are making a conservative estimate. We anticipate revenue will actually be much better.

- We estimate initial opening costs of approximately \$16,265 including food and bar inventory; and total additional nonoperational costs for the first four months of to be about \$1,390 per month, not including lease payments.
- With cash on hand and good credit availability; we believe we are positioned to cover startup, short-term wages and nonoperational costs until such time as the restaurant generates enough revenue to offset monthly expenses.



Spinach Artichoke Dip- With toasted baguette \$9

Panko Cheese Curds- With House Honey Mustard Aioli \$8

Smoked Trout Dip- Pickled Purple Onion, Creme Fraise Toasted Baguette \$10

Crab Cake- Panko breading, sweet corn relish, arugula salad, Old Bay aioli \$15

Jumbo Shrimp Cocktail with Housemade cocktail sauce \$13

Whole Roasted Artichokes- Served with Lemon Caper Aioli and Crispy Onion \$12

Farmer's Market Salad- Choice of Blue Cheese, Balsamic Vinaigrette, 1000 Island, Cusabi Ranch \$7

Caesar Salad- Chopped romaine lettuce, Caesar dressing, garlic croutons, parmesan cheese. With or without anchovies. \$9

Roasted Beet Salad- Goat cheese, red onions, toasted pecans, yuzu vinaigrette. \$11

Basil And Garlic Prawn Skewers- Basil, chili and garlic prawns, napa cabbage-bell pepper slaw & coconut cashew sauce \$12

House Burger- 1/3 hand patty with lettuce, tomato, onion and pickle with fries \$10
Or choice of side add \$2

Reuben- Corned Beef, Swiss cheese, thousand island & sauerkraut on grand central rye \$11

Chicken Curry Salad Wrap- Chicken curry salad with cashews, apples, raisins & green leaf lettuce in a flour tortilla \$10

Buffalo Chicken Caesar Wrap- Warm pulled chicken tossed in buffalo sauce, topped with Caesar dressing, romaine lettuce, onion, tomato & bleu cheese \$12

Peppered Bacon Turkey Club- Oven roasted turkey, peppered bacon, lettuce, tomato, Swiss & mayo stacked high on toasted grand central bread \$13

Panko Crusted Fish And Chips- Remoulade, cocktail sauce & Housemade fries \$14

Blackened Fish Tacos- Chipotle sauce & purple cabbage slaw on local corn tortillas topped with cilantro, served with chips \$11

BBQ Pulled Pork Tacos- Chipotle sauce & napa cabbage-bell pepper slaw on corn tortillas, served with chips \$11

Country Meatloaf- Hoisin-sriracha glaze, veg, mashed potatoes & gravy \$13

Andouille Mac N' Cheese- Creamy Tillamook cheddar & provolone sauce, andouille sausage with garlic-panko parmesan crust \$12

Chicken Fried Chicken- Panko coated with veg, mashed potatoes & gravy \$13

Herbed Cream Chicken Linguini- Cascade natural chicken, mushrooms, peas, broccoli, parmesan & basil with grilled bread \$17

Halibut Picatta- Egg battered, lemon-caper butter sauce, Housemade tagliatelle pasta \$23

Chicken Parmagiana- Marinara sauce, muenster cheese, Housemade fettuccine pasta \$17

Filet Mignon- Brushed with garlic butter. Yukon gold mashed, baby carrots, soubise sauce \$36

Dry Aged New York Strip Steak- au poivre, Served with house steak sauce, pommes frites or choice of side \$32

Sweet Warm Chocolate Brownie- Caramel sauce and vanilla ice cream (gluten free) \$7

Cinnamon Sugar Bread Pudding- Bourbon caramel sauce and vanilla ice cream \$7

ATTACHMENT 2 - PROJECTED START-UP COSTS

The Island Bar & Grill

STARTUP COST ITEMS	MONTHS	COST/ MONTH	ONE-TIME COST	TOTAL COST
Advertising/Marketing	2	\$150.00	\$200.00	\$500.00
Bar Inventory	0	\$0.00	\$2,000.00	\$2,000.00
Branding	0	\$0.00	\$500.00	\$500.00
Business Licenses/Permits/Fees	0	\$0.00	\$1,500.00	\$1,500.00
Cash-On-Hand (Working Capital)	0	\$0.00	\$0.00	\$0.00
Chemical Service (dishwasher, CO2)	2	\$35.00	\$0.00	\$70.00
Communication/Telephone	2	\$125.00	\$200.00	\$450.00
Computer Equipment	0	\$0.00	\$500.00	\$500.00
Computer Software	0	\$0.00	\$300.00	\$300.00
Consultant(s)	0	\$0.00	\$0.00	\$0.00
Food Inventory	0	\$0.00	\$4,000.00	\$4,000.00
Furniture & Fixtures	0	\$0.00	\$750.00	\$750.00
Insurance	2	\$200.00	\$0.00	\$400.00
Kitchen Equipment	0	\$0.00	\$250.00	\$250.00
Leasehold Improvements	2	\$100.00	\$500.00	\$700.00
Miscellaneous	2	\$200.00	\$1,000.00	\$1,400.00
Clean, relight, move Signage	0	\$0.00	\$2,500.00	\$2,500.00
Postage/Shipping	2	\$15.00	\$15.00	\$45.00
Professional Services - Legal, Accounting	0	\$0.00	\$1,500.00	\$1,500.00
Rent/Lease Payments	2	\$9,500.00	\$0.00	\$19,000.00
Security Deposit(s)	0	\$0.00	\$0.00	\$0.00
Supplies	2	\$50.00	\$150.00	\$250.00
Utilities	2	\$400.00	\$400.00	\$1,200.00
ESTIMATED START-UP BUDGET		\$10,775.00	\$16,265.00	\$37,815.00

ATTACHMENT 3 - PROJECTED PROFIT AND LOSS - YEAR 1

The Island Bar & Grill

REVENUE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Food & Bar Sales	\$0	\$35,000	\$35,000	\$35,000	\$45,000	\$45,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$495,000
Less Writeoff & Discounts	\$0	(\$175)	(\$175)	(\$175)	(\$225)	(\$225)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$2,475)
Less Delivery Fees	\$0	(\$212)	(\$212)	(\$212)	(\$272)	(\$272)	(\$303)	(\$303)	(\$303)	(\$303)	(\$303)	(\$303)	(\$2,995)
Other Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Sales	\$0	\$34,613	\$34,613	\$34,613	\$44,503	\$44,503	\$49,448	\$49,448	\$49,448	\$49,448	\$49,448	\$49,448	\$489,530
Cost of Goods Sold	\$0	\$8,750	\$8,750	\$8,750	\$11,250	\$11,250	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$123,750
Gross Profit	\$0	\$25,863	\$25,863	\$25,863	\$33,253	\$33,253	\$36,948	\$36,948	\$36,948	\$36,948	\$36,948	\$36,948	\$365,780
EXPENSES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Chef Salary	\$0	\$4,000	\$4,000	\$4,000	\$5,000	\$4,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$4,000	\$47,000
Marketing/Advertising	\$0	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,650
Hourly Wages	\$0	\$5,950	\$5,950	\$5,950	\$7,650	\$7,650	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$84,150
Lease	\$0	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$65,681
Utilities	\$0	\$400	\$425	\$425	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$4,850
Website Expenses	\$0	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,100
Internet/Phone	\$0	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$1,375
Insurance	\$0	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,200
Repay Purchase Loan	\$0	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$45,518
Legal/Accounting	\$0	\$0	\$0	\$450	\$0	\$0	\$450	\$0	\$0	\$450	\$0	\$0	\$1,350
Office Supplies	\$0	\$125	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$625
Entertainment	\$0	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,400
Miscellaneous	\$0	\$200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Total Expenses	\$0	\$21,759	\$21,609	\$22,059	\$24,334	\$23,334	\$24,634	\$25,184	\$24,184	\$25,634	\$24,184	\$24,184	\$261,099
Income Before Taxes	\$0	\$4,104	\$4,254	\$3,804	\$8,919	\$9,919	\$12,314	\$11,764	\$12,764	\$11,314	\$12,764	\$12,764	\$104,681
Income Tax Expense	\$0	\$1,231	\$1,276	\$1,141	\$2,676	\$2,976	\$3,694	\$3,529	\$3,829	\$3,394	\$3,829	\$3,829	\$31,404
NET INCOME	\$0	\$2,873	\$2,978	\$2,663	\$6,243	\$6,943	\$8,619	\$8,234	\$8,934	\$7,919	\$8,934	\$8,934	\$73,277

ATTACHMENT 4 - PROJECTED PROFIT AND LOSS - YEARS 2-5

The Island Bar & Grill

REVENUE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Food & Bar Sales	\$32,000	\$40,000	\$40,000	\$40,000	\$45,000	\$45,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$542,000
Less Writeoff & Discounts	(\$160)	(\$200)	(\$200)	(\$200)	(\$225)	(\$225)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$2,710)
Less Delivery Fees	(\$194)	(\$242)	(\$242)	(\$242)	(\$272)	(\$272)	(\$303)	(\$303)	(\$303)	(\$303)	(\$303)	(\$303)	(\$3,279)
Other Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Sales	\$31,646	\$39,558	\$39,558	\$39,558	\$44,503	\$44,503	\$49,448	\$49,448	\$49,448	\$49,448	\$49,448	\$49,448	\$536,011
Cost of Goods Sold	\$8,000	\$10,000	\$10,000	\$10,000	\$11,250	\$11,250	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$135,500
Gross Profit	\$23,646	\$29,558	\$29,558	\$29,558	\$33,253	\$33,253	\$36,948	\$36,948	\$36,948	\$36,948	\$36,948	\$36,948	\$400,511
EXPENSES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Chef Salary	\$5,000	\$4,000	\$4,000	\$4,000	\$5,000	\$4,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$4,000	\$52,000
Marketing/Advertising	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Hourly Wages	\$5,440	\$6,800	\$6,800	\$6,800	\$7,650	\$7,650	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$92,140
Lease	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$5,971	\$71,652
Utilities	\$450	\$425	\$425	\$425	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$5,325
Website Expenses	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Internet/Phone	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$1,500
Insurance	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Repay Loan (through year 3)	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$4,138	\$49,656
Legal/Accounting	\$1,000	\$0	\$0	\$450	\$0	\$0	\$450	\$0	\$0	\$450	\$0	\$0	\$2,350
Office Supplies	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Entertainment	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800
Miscellaneous	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Total Expenses	\$23,124	\$22,459	\$22,459	\$22,909	\$24,334	\$23,334	\$24,634	\$25,184	\$24,184	\$25,634	\$24,184	\$24,184	\$286,623
Income Before Taxes	\$522	\$7,099	\$7,099	\$6,649	\$8,919	\$9,919	\$12,314	\$11,764	\$12,764	\$11,314	\$12,764	\$12,764	\$113,888
Income Tax Expense	\$0	\$2,130	\$2,130	\$1,995	\$2,676	\$2,976	\$3,694	\$3,529	\$3,829	\$3,394	\$3,829	\$3,829	\$34,166
NET INCOME	\$522	\$4,969	\$4,969	\$4,654	\$6,243	\$6,943	\$8,619	\$8,234	\$8,934	\$7,919	\$8,934	\$8,934	\$79,722

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION – REFLECTION PLAZA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

An item has been placed on the agenda to determine if the City Council has an interest in considering sites other than the municipal campus for the location of a Reflection Plaza.

FISCAL IMPACT

N/A.

RECOMMENDATION

Discussion

BACKGROUND

An initial concept for a memorial/reflection plaza was shown in the 2013 Civic Center Master Park Plan. As additional planning took place, the location for the water feature concept was found to be a debris collector and the terrain/accessibility was limited for on-site mobility. As a result, when the plans were updated, it was recommended that the memorial plaza be given a prominent civic location on the municipal campus.