

LA VISTA CITY COUNCIL MEETING AGENDA
April 2, 2024
6:00 p.m.
Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamation: National Library Workers Day**
- **Service Award: Jeremy Kinsey – 30 Years**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
 2. **Approval of the Minutes of the March 19, 2024 City Council Meeting**
 3. **Request for Payment – Benesch – Professional Services – Giles Road Widening – \$16,412.21**
 4. **Request for Payment – Swain Construction – Professional Services – Existing Central Park Road Reconstruction – \$113,166.00**
 5. **Request for Payment – M.E. Collins – Professional Services – 73rd Ave Culvert Rehab – \$240,692.94**
 6. **Request for Payment – RDG Planning & Design – Professional Services – Municipal Campus Plan & Design – \$3,742.51**
 7. **Request for Payment – Spencer Management, LLC – Professional Services – On-Call Paving Repairs – \$241,790.18**
 8. **Resolution – Authorize Payment – Commonwealth Electric/Traffic Signal Repair 84th & Park View Blvd**
 9. **Resolution – Authorize Payment – Commonwealth Electric/Traffic Signal Repair 72nd & Josephine St**
 10. **Approval of Claims**
- **Reports from City Administrator and Department Heads**
- B. Ordinance – Amend Section 131.10 – La Vista Municipal Code – Disorderly Premises or Nuisance Gatherings**
- C. Resolution – Approve Professional Services Agreement – D.A. Davidson & Co. – Financial Services**
- D. Resolution – Approve Professional Services Agreement – Human Resources Information System Software**
- E. Resolution – Authorize Request for Bids – Central Park Road & Pedestrian Lighting**
- F. Resolution – Authorize Purchase – Regular Cab Truck**
- G. Discussion – Surface Parking Lot – Lot 12 La Vista City Centre Replat 3**
- **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.



PROCLAMATION NATIONAL LIBRARY WORKERS DAY

WHEREAS, libraries are essential institutions that offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, librarians and library support staff bring the nation expert assistance, personal service and access to a wealth of resources and programs, both in person and online;

WHEREAS, library professionals at thousands of academic, governmental, public, school, and specialized libraries in the United States provide this invaluable service to library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, the library workers at La Vista Public Library tirelessly serve our community, enriching lives and fostering literacy and lifelong learning through their expertise and commitment;

WHEREAS, the passion and dedication of library professionals contribute to the cultural enrichment, educational advancement, economic development, and social cohesion of our city; and

WHEREAS, libraries, library workers, and library supporters across America are celebrating the National Library Workers Day, sponsored by the American Library Association-Allied Professional Association.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim Tuesday, April 9, 2024 as **National Library Workers Day** in the City of La Vista, and I encourage all in this community to take advantage of the variety of library resources available and to thank library workers for their exceptional contributions to American life.

DATED THIS 2ND DAY OF APRIL 2024



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, MMC
City Clerk



CITY OF LA VISTA
CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JEREMY KINSEY OF THE LA VISTA POLICE DEPARTMENT**, FOR 30 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Jeremy Kinsey** has served the City of La Vista since March 28, 1994; and

WHEREAS, **Jeremy Kinsey's** input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Jeremy Kinsey** on behalf of the City of La Vista for 30 years of service to the City.

DATED THIS 2ND DAY OF MARCH 2024.

A blue ink signature of Douglas Kindig, Mayor.

Douglas Kindig, Mayor

A blue ink signature of Kim J. Thomas, Councilmember, Ward I.

Kim J. Thomas
Councilmember, Ward I

A blue ink signature of Terrilyn Quick, Councilmember, Ward I.

Terrilyn Quick
Councilmember, Ward I

A blue ink signature of Ronald Sheehan, Councilmember, Ward II.

Ronald Sheehan
Councilmember, Ward II

A blue ink signature of Kelly R. Sell, Councilmember, Ward II.

Kelly R. Sell
Councilmember, Ward II

A blue ink signature of Deb Hale, Councilmember, Ward III.

Deb Hale
Councilmember, Ward III

A blue ink signature of Alan W. Ronan, Councilmember, Ward III.

Alan W. Ronan
Councilmember, Ward III

A blue ink signature of Kevin Wetuski, Councilmember, Ward IV.

Kevin Wetuski
Councilmember, Ward IV

A blue ink signature of Jim Frederick, Councilmember, Ward IV.

Jim Frederick
Councilmember, Ward IV



ATTEST:

A blue ink signature of Pamela A. Buethe, MMC, City Clerk.

Pamela A. Buethe, MMC
City Clerk

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MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING March 19, 2024

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on March 19, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Police Captain Barcal, Director of Public Works Soucie, Community Development Director Fountain, Recreation Director Buller, Finance Director Harris, Library Director Barcal and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on March 13, 2024. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Acting Mayor Thomas called the meeting to order and made the announcements.

APPOINTMENT – PLANNING COMMISSION – APPOINT AMANDA BREWER – FILL VACANCY OF A 3 YEAR TERM

Acting Mayor Thomas stated, with the approval of the City Council, he would like to appoint Amanda Brewer to the Planning Commission for a 3 year term. Councilmember Sell motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE MARCH 5, 2024 CITY COUNCIL
MEETING**
- 3. APPROVAL OF THE MINUTES OF THE FEBRUARY 24, 2024 STRATEGIC
PLANNING WORKSHOP**
- 4. MONTHLY FINANCIAL REPORT – FEBRUARY 2024**
- 5. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – LA VISTA POOL DEMO – \$10,500.00**
- 6. REQUEST FOR PAYMENT - NL & L CONCRETE, INC – CONSTRUCTION
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION -
\$245,382.32**
- 7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – 2024 STREET REHABILITATION PROJECT –
\$80,000.00**
- 8. REQUEST FOR PAYMENT – HGM ASSOCIATES INC – PROFESSIONAL
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –
PHASE 2 FINAL DESIGN – \$62,151.09**
- 9. REQUEST FOR PAYMENT – PUBLIC RESTROOM COMPANY –
PROFESSIONAL SERVICES – LA VISTA PARK RESTROOM - \$111,786.00**
- 10. APPROVAL OF CLAIMS**

1000 BULBS, maint.	2,569.50
ACTION BATTERIES UNLTD, maint.	277.04
ALFRED BENESCH & CO, services	25,013.52
ALUMINUM ATHLETIC EQUIP, supplies	376.55
AMAZON, supplies	1,318.79
AMER PUBLIC WORKS ASSN, training	1,520.00
ARNOLD MOTOR SUPPLY, maint.	209.99
AXON ENTERPRISES, supplies	872.00
BACON LETTUCE CREATIVE, services	2,273.75
BADGER BODY & TRUCK EQUIP, maint.	198.72
BARCAL, R, training	224.00

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BERGANKDV LLC, services	40,000.00
BIBLIOTHECA, books	24.00
BIG RED LOCKSMITHS, services	120.00
BISHOP BUSINESS EQUIPMENT, supplies	1,519.69
BRODERSEN, C, training	355.50
CALENTINE, J, reimb.	1,500.00
CENTER POINT, books	284.04
CINTAS CORP, services	29.86
CONTROL MASTERS, supplies	642.75
CULLIGAN OF OMAHA, services	13.00
DATASHIELD CORP, services	160.00
DELL MARKETING, supplies	49,592.41
DHHS REG/LIC-POOL, pool permit	40.00
DIGITAL EXPRESS, supplies	130.00
DILLON BROS HARLEY DAVIDSON, maint.	774.15
DRAIN M.D., maint.	1,800.00
ECHO GROUP INC, maint.	32.08
EMBASSY SUITES HOTEL, lodging	948.15
FAC PRINT & PROMO, services	219.00
FIRST RESPONDER OUTFITTERS, apparel	350.16
FIRST WIRELESS, phones	1,214.46
FITZGERALD SCHORR BARMETTLER, services	30,408.40
FOUNTAIN, B, training	355.50
GALE, books	111.71
GALLS, apparel	191.38
GENUINE PARTS CO, supplies	381.98
GREAT PLAINS UNIFORMS, apparel	1,600.00
HARM'S CONCRETE, services	264.51
HGM ASSOCIATES, services	20,858.48
HILTI, maint.	31.50
HOBBY LOBBY, supplies	13.74
HONEYMAN RENT-ALL, services	207.10
HOTSY EQUIPMENT CO, bldg & grnds	12.12
INGRAM LIBRARY SERVICES, books	1,372.54
KANOPY, media	160.00
KUSTOM SIGNALS INC, maint.	3,411.25
LEAD INNOVATIONS, services	2,400.00
LEAGUE OF NE MUNICIPALITIES, memshp	924.59
LIBRARY IDEAS, books	9.00
LOWE'S, supplies	562.63
MATT FRIEND TRUCK EQUIP, maint.	571.98
MENARDS, supplies	670.84
M RONAN, refund	123.60
MICROFILM IMAGING SYSTEMS, services	497.04
MIDWEST TAPE, media	294.91
MILLARD METAL, services	320.00
NE ARBORISTS ASSOC, training	215.00
NE LIBRARY COMMISSION, books	3,164.55
NE STATE FIRE MARSHAL, services	324.00
NE LIBRARY ASSN, memshp	210.00
NORM'S DOOR, services	2,112.88
OFFICE DEPOT, supplies	1,258.08
OLSSON, services	900.00
OMAHA TACTICAL, supplies	476.00
OMAHA WORLD-HERALD, services	33.00

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OMNI ENGINEERING, services	560.00
O'REILLY AUTO PARTS, supplies	2,882.10
PAPILLION SANITATION, services	1,184.36
POINT C HEALTH, services	13,451.66
POMP'S TIRE, maint.	440.96
POWER SYSTEMS, maint.	1,012.10
RDG PLANNING & DESIGN, services	3,000.25
REACH SPORTS MARKETING GRP, license	900.00
REDSHAW PAINT, supplies	19.62
SARPY CO FISCAL ADMIN, services	17,361.19
SECURITY EQUIPMENT, bldg & grnds	511.00
SHERWIN-WILLIAMS, supplies	255.95
SIGN IT, services	80.00
SOLBERG, C, training	590.00
SUBURBAN NEWSPAPERS, services	132.08
TARGET SOLUTIONS LEARNING, services	5,153.40
TED'S MOWER SALES, maint.	890.51
THE SCHEMMER ASSOC, services	890.00
THEATRICAL MEDIA, services	225.00
THOMPSON DREESSEN & DORNER, services	595.00
TRANS UNION RISK, services	75.00
TURF TANK, maint.	45,000.00
UNITE PRIVATE NETWORKS, services	4,950.00
US BANK NAT'L ASSOC, supplies	26,403.32
VERIZON CONNECT FLEET, phones	608.00
VERIZON WIRELESS, phones	365.83
VOIANCE LANGUAGE, services	25.00
WALMART, supplies	486.16
WOODHOUSE, maint.	3,899.30

Councilmember Frederick made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Thomas reviewed the bills and had no questions. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris went over the financial report.

Community Development Director Fountain reported on the Nebraska Chapter Implementation Award for the Successful Implementation of the Vision 84 Plan that was received. Community Development Director Fountain introduced new Building Inspector II, Chris Hassler.

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

Police Captain Kinsey introduced new Code Enforcement Officer, Mario Hatcher.

City Engineer Dowse provided an update on the East La Vista Sewer Project.

PRESENTATION – FY23 ANNUAL AUDIT

Tim Lens with Bergan KDV went over findings of the annual audit and draft of ACFR.

PRESENTATION – PARK MATRIX PLAN

Park Superintendent Allen and Associate City Planner Broderson presented the Park Matrix Plan.

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B. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – D.A. DAVIDSON & CO. – FINANCIAL SERVICES

Acting Mayor and Council requested that Item B be tabled to a future date. Councilmember Sell made a motion to table Item B. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

C. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – CHARRED SOUTHPORT LLC DBA CHARRED BURGER & BAR

1. PUBLIC HEARING

At 6:32 p.m. Acting Mayor Thomas opened the public hearing and stated the floor was now open for comment on the Class C Liquor License Application for Charred Southport LLC dba Charred Burger & Bar.

At 6:34 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-025 entitled: 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 CHARRED SOUTHPORT, LLC DBA CHARRED BURGER & BAR IN LA VISTA, NEBRASKA.

WHEREAS, Charred Southport, LLC dba Charred Burger & Bar, 12434 Southport Parkway, 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 Charred Southport, LLC dba Charred Burger & Bar, 12434 Southport Parkway, La Vista, Sarpy County, Nebraska.

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

D. REDEVELOPMENT PLAN – 84TH STREET REDEVELOPMENT AREA – PROPOSED AMENDMENT NO. 3

1. PUBLIC HEARING

At 6:35 p.m. Acting Mayor Thomas opened the public hearing and stated the floor was now open for comment on the Redevelopment Plan – 84th Street Redevelopment Area – Proposed Amendment No.3. Deputy Community Development Director gave an overview and Chris Erickson with City Ventures gave a presentation on the buildings.

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At 6:52 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION – RECOMMEND REDEVELOPMENT PLAN AMENDMENT NO. 3 TO THE CITY COUNCIL (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-026 entitled: A RESOLUTION OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY ADOPTING AND RECOMMENDING AMENDMENT NO. 3 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA PURSUANT TO NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2157.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council, as the governing body of the La Vista Community Development Agency, ("Agency") do hereby find, determine, declare and approve as follows:

- I. **FINDINGS.** The Mayor and City Council hereby find and determine as follows:
 - A. The La Vista Comprehensive Plan, Updated December 2018, as amended November 21, 2023 ("Comprehensive Development Plan" or "Comprehensive Plan") is the general plan for the development of the City as a whole as amended.
 - B. The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment ("Redevelopment Area").
 - C. To eliminate and prevent recurrence of the substandard and blighted area and upon public hearings and recommendations of the Agency and Planning Commission, the City, following public hearings, approved a Redevelopment Plan "84th Street Redevelopment Area" in 2013 ("2013 Redevelopment Plan"), Amendment No. 1 to the Redevelopment Plan in 2016 and Amendment No. 2 in 2020 (such 2013 Redevelopment Plan, as amended by Amendment No. 1 and Amendment 2, is referred to herein as "Redevelopment Plan"), which among other things included and further refined a mixed-use redevelopment project and a public improvement redevelopment project within the Redevelopment Area.
 - D. Following public hearings and recommendations of the Planning Commission, the Comprehensive Development Plan at each point described in "C" above was contemporaneously amended to incorporate the 2013 Redevelopment Plan, Amendment No. 1 and Amendment No. 2, and accordingly the 2013 Redevelopment Plan, Amendment No. 1, Amendment No. 2, and the Redevelopment Plan as amended, each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole.
 - E. Proposed "Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3" is presented at this meeting as prepared or caused to be prepared by the Agency ("Amendment No. 3"), which Amendment No. 3 provides further specification with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project within the Redevelopment Area. Amendment No. 3 shall supersede and control over any provisions of the Redevelopment Plan to the extent any provision of such Redevelopment Plan is inconsistent with Amendment No. 3, and all provisions of such Redevelopment Plan are deemed revised, modified, and amended to be consistent with the provisions of Amendment No. 3. Terms and conditions of the Redevelopment Plan shall continue in effect except as modified by Amendment No. 3.

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- F. The Agency, in recommending and adopting the 2013 Redevelopment Plan, designated the substandard and blighted 84th Street Redevelopment Area as appropriate for one or more renewal projects, which designation the Agency ratified and affirmed in Amendment No. 1 and Amendment No. 2, and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 3. Accordingly, the 84th Street Redevelopment Area is a community redevelopment area, and all works and undertakings in such Area pursuant to Amendment No. 3, the Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, or Neb. Rev. Stat. Sections 18-2101 through 18-2157 ("Community Development Law") constitute one or more redevelopment projects. Furthermore, the Agency, in recommending and adopting Amendment No. 1, designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the Agency ratified and affirmed in connection with recommendation and adoption of Amendment No. 2 and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 3 and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.
- G. City Staff proposes by separate action of the Mayor and City Council on behalf of the City an amendment to the Comprehensive Development Plan to incorporate Amendment No. 3, as finally approved, into the City's Comprehensive Development Plan ("Proposed Comprehensive Plan Amendment").
- H. The proposed modification of the Redevelopment Plan as represented in Amendment No. 3 and Redevelopment Plan as amended:
1. Is for one or more community redevelopment areas, or redevelopment projects, which conforms to the general plan for the development of the City as a whole, as set forth in the City's Comprehensive Development Plan, subject to City Council approval of the Proposed Comprehensive Plan Amendment, and is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements, and
 2. Is sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in each redevelopment project area, and
 3. Includes among other things:
 - a. The boundaries of each redevelopment project area, with a map showing the existing uses and condition of the real property therein,
 - b. A land-use plan showing proposed uses of each area,
 - c. Information regarding standards of population densities, land coverage and building intensities in each area after redevelopment,
 - d. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinance.
 - e. A site plan of each area,

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- f. A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in each area after redevelopment, and
 - g. A proposal for the designation of an enhanced employment area as provided in Amendment No. 2.
 - I. The Agency submitted said Amendment No. 3 to the Planning Commission of the City of La Vista for review and recommendations as to its conformity with the general plan for development of the City as a whole as set forth in the Comprehensive Development Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment. The Planning Commission, after required notice, held a public hearing on proposed Amendment No. 3. The Planning Commission after said hearing reviewed proposed Amendment No. 3 and, taking into consideration all relevant factors including the Proposed Comprehensive Plan Amendment and any public comments at the public hearing, made findings and written recommendations with respect to proposed Amendment No. 3, including that proposed Amendment No. 3 (and the Redevelopment Plan as amended by Amendment No. 3) is in conformity with the general plan for the development of the City as a whole as set forth in the Comprehensive Development Plan of the City, subject to various conditions including City Council adoption of the Proposed Comprehensive Plan Amendment, and the Planning Commission recommended Amendment No. 3 for approval. The findings and written recommendations were submitted and presented to the Agency, as well as to the City Council with proposed Amendment No. 3, as on file with the City Clerk. The Planning Commission also considered and recommended the Proposed Comprehensive Plan Amendment for approval.
 - J. The Agency, before recommending Amendment No. 3 to the City Council for approval, considered, and in making such recommendation determined, the following in connection with the additions, subtractions, and modifications made by said amendment, and the Redevelopment Plan as amended by Amendment No. 3: Whether the proposed land uses and building requirements in each redevelopment project area are designed with the general purpose of accomplishing, in conformance with the City's general plan as set forth in the City's Comprehensive Development Plan (subject to City Council adoption of the Proposed Comprehensive Plan Amendment), a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight. Factors considered include, without limitation, the following:
 - 1. Proposed public improvements, including without limitation public street, intersection, and offstreet parking improvements, will make adequate provision for traffic and vehicular parking.
 - 2. Buildings and other improvements will be designed and constructed in accordance with applicable fire and safety codes, which will promote safety from fire, panic, and other dangers.
 - 3. Planned public and private recreational, entertainment, and community areas and facilities, and placement of buildings of the Mixed Use Redevelopment Project will be designed to provide for light and air, and promote healthful and convenient distribution of population.
 - 4. The type of mixed use redevelopment and its proximity to Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to other major streets and I-80 is anticipated to facilitate commuting and traffic flow, and enhance the opportunity for further development and use of public

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transportation for residents and visitors to and from the area and other parts of the metro area. The Mixed Use Redevelopment Project also will include adequate water, sewerage, and other public utilities. The projects will be located in close proximity to area schools, and all La Vista residents will be able to enjoy improvements in the vicinity of the former La Vista Falls golf course and other recreational areas.

5. The proposed projects provide and promote sound design and arrangement of public and private facilities and improvements that will benefit all La Vista residents.
6. Expenditures of public funds and proposed works and improvements will be wise and efficient in eliminating and preventing recurrence of substandard, blighted, insanitary and unsafe accommodations, conditions, facilities, and areas.

Provisions of Amendment No. 1 involving the Mixed Use Redevelopment Project included the division of taxes as provided in Neb. Rev. Stat. Section 18-2147 ("TIF") and a cost-benefit analysis was conducted, as updated in connection with Amendment No. 2, using a cost-benefit model developed for use by local projects and considering and analyzing the following factors:

1. Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147,
2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project,
3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project,
4. Impacts on other employers and employees within the City and the immediate area that are located outside the boundaries of the area of the redevelopment project,
5. Impacts on the student populations of the school districts within the City, and
6. Any other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from provisions of the redevelopment project.

Such cost-benefit analysis, as updated, shall be and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, and, because it is based on a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, it shall be and be deemed to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The Mayor or City Administrator or his or her designee on behalf of the Agency shall be authorized to conduct any additional cost-benefit or other analysis from time to time as determined in his or her discretion necessary or appropriate in connection with any proposed TIF.

Additional updates to such cost-benefit analysis are not proposed in connection with Amendment No. 3, the current cost-benefit analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by Amendment No. 3, and, because it is based on a Maximum Redevelopment Loan Amount, as amended by the Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, it shall continue as and be deemed to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project.

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- K. All applicable requirements of the Agency with respect to proposed Amendment No. 3, including any notice or hearing requirements, have been satisfied.
- II. RECOMMENDATION OF AMENDMENT NO. 3. Based on the foregoing and all other relevant factors, including any public comment at the public hearing, the Agency adopts and recommends Amendment No. 3 to the City Council for approval, subject to City Council adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all applicable requirements as the Mayor or City Administrator or his or her designee determines necessary or appropriate to carry out provisions of Amendment No. 3. This recommendation includes the following:
 - A. The recommendation of the Planning Commission concerning Amendment No. 3; and
 - B. Ratification and approval of the following statements in connection with Amendment No. 2:
 - 1. The proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area(s), and estimated proceeds or revenue from its disposal to redevelopers;
 - 2. The proposed method of financing portions of the redevelopment projects; and
 - 3. A feasible method proposed for the relocation of families to be displaced from the redevelopment project areas, if any. No relocation of families is expected.
 - C. By recommending Amendment No. 3, the Agency ratifies and affirms its agreement with the City Council in connection with prior approvals of the Redevelopment Plan for the imposition of one or more occupation taxes for one or more enhanced employment areas within the 84th Street Redevelopment Area as the City Council from time to time determines in its sole discretion.

III. FURTHER ACTIONS. The Mayor or City Administrator or his or her designee, in addition to any other person specified in Amendment No. 3, the Redevelopment Plan, as amended, any redevelopment contract, applicable law, or otherwise, is hereby authorized to take such further actions on behalf of the Agency as he or she determines necessary or appropriate to implement Amendment No. 3 or the Redevelopment Plan as amended, or to carry out the actions approved in this Resolution.

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

3. RESOLUTION – CITY COUNCIL APPROVE PROPOSED REDEVELOPMENT PLAN AMENDMENT NO. 3

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 24-027 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AMENDMENT NO. 3 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA IN ACCORDANCE WITH NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2157.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska does hereby find, determine, declare and approve as follows:

- I. FINDINGS. The City Council of the City of La Vista finds and determines as follows:
 - A. The findings and actions of the Agency as set forth in the resolution recommending Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area ("Amendment No. 3") to the City

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Council for approval ("Agency Resolution"), incorporated herein by reference, are ratified, affirmed, adopted and approved. Unless otherwise expressly provided, terms used in this Resolution shall have the meaning ascribed by the Agency Resolution.

- B. All applicable requirements with respect to the actions taken or approved in this Resolution, including notice and hearing requirements, have been satisfied.
- C. Proposed Amendment No. 3 (and the Redevelopment Plan as amended) is a workable program for utilizing appropriate private and public resources, powers, and actions to redevelop, eliminate, and prevent recurrence or spread of the substandard and blighted area.
- D. In exercising its powers under Neb. Rev. Stat. Sections 18-2101 through 18-2157 ("Community Development Law") with respect to the matters approved in this Resolution, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the City, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements, the City Council has given consideration to the following objective:

The City Council, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises.

Proposed Amendment No. 3 (and the Redevelopment Plan as amended), (i) is feasible - as provided in analysis and reporting of Hunden Strategic Partners incorporated by reference in connection with City Council approval of Amendment No. 1 and Amendment No. 2 to the Redevelopment Plan ("Hunden Analysis"), which analysis and reporting are ratified, affirmed and approved - and in conformity with the general plan for the development of the City as a whole, as set forth in the Comprehensive Development Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment described in the Agency Resolution, and (ii) in conformity with the legislative declarations and determinations set forth in the Community Development Law, including without limitation, the determination of the City Council of the necessity of eliminating and preventing recurrence of the substandard and blighted Area and related liabilities and harmful effects to the City as a matter of public uses, purposes, policy, interest, concern, powers, and authority for which public action shall be taken and public money shall be expended in accordance with such Amendment No. 3 (and Redevelopment Plan as amended).

- E. As documented in analysis and reporting of such Hunden Analysis on behalf of the City or Agency in connection with Amendment No. 1 and Amendment No. 2 to the Redevelopment Plan (and Redevelopment Plan as amended), and specifically provisions of the Redevelopment Plan as amended involving the Mixed Use Redevelopment Project and related redevelopment plan provisions using funds authorized by Neb. Rev. Stat. Section 18-2147 ("TIF"), that the following conditions were satisfied:
 - 1. Such provisions of the Mixed Use Redevelopment Project would not be economically feasible without the use of TIF,
 - 2. Such provisions of the Mixed Use Redevelopment Project would not occur in the community redevelopment area without use of TIF, and

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3. The costs and benefits of such provisions of the Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community and demand for public and private services have been analyzed by the City Council and found to be in the long-term best interest of the community impacted by the redevelopment project.

Amendment No. 3 does not add, subtract or modify amounts or uses of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving Amendment No. 3, the City Council hereby ratifies and affirms prior findings and documentation in connection with Redevelopment Plan as amended with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three items enumerated above.

- F. The Redevelopment Plan as amended included designation of an initial enhanced employment area and determined that new investment within such enhanced employment area would result in new employees and new investment satisfying applicable requirements of Neb. Rev. Stat. Section 18-2116(2). No additional or different designation of enhanced employment area or determination is made in connection with Amendment No. 3.

II. APPROVAL OF REDEVELOPMENT PLAN AMENDMENT NO. 3. Based on the foregoing and all relevant factors, including any public comment at the public hearing, the City Council of the City of La Vista hereby approves proposed Amendment No. 3, subject to adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator or his or her designee determines necessary or appropriate to carry out provisions of Amendment No. 3.

III. FURTHER ACTIONS. The Mayor or City Administrator, or his or her designee, in addition to any other person specified in Amendment No. 3, the Redevelopment Plan as amended, or any redevelopment contract or otherwise, is hereby authorized to take such further actions as are necessary or appropriate to implement Amendment No. 3, the Redevelopment Plan as amended, or carry out the actions approved in this Resolution on behalf of the City.

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

E. COMPREHENSIVE DEVELOPMENT PLAN ("COMPREHENSIVE PLAN") AMENDMENT — PROPOSED AMENDMENT TO INCORPORATE REDEVELOPMENT PLAN AMENDMENT NO. 3 — 84TH STREET REDEVELOPMENT AREA INTO THE COMPREHENSIVE PLAN

1. PUBLIC HEARING

At 6:52 p.m. Acting Mayor Thomas opened the public hearing and stated the floor was now open for comment on the Comprehensive Development Plan ("Comprehensive Plan") Amendment — Proposed Amendment to Incorporate Redevelopment Plan Amendment No. 3 — 84th Street Redevelopment Area into the Comprehensive Plan.

At 6:52 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE — APPROVE COMPREHENSIVE PLAN AMENDMENT TO INCORPORATE REDEVELOPMENT PLAN AMENDMENT NO. 3 INTO THE COMPREHENSIVE PLAN

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Councilmember Frederick introduced Ordinance No. 1510 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND SECTION 1 OF ORDINANCE NO. 1502 CODIFIED IN SECTIONS 151.01 AND 151.02 OF THE LA VISTA MUNICIPAL CODE TO INCORPORATE AMENDMENT NO. 3 OF THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA INTO THE COMPREHENSIVE DEVELOPMENT PLAN; TO REPEAL SECTION 1 OF ORDINANCE NO. 1502 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY CONFLICTING ORDINANCES OR PARTS THEREOF AS PREVIOUSLY ENACTED; AND TO PROVIDE FOR SEVERABILITY AND FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1510. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting 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.

F. 84TH STREET REDEVELOPMENT AREA

1. RESOLUTION – APPROVE THIRD AMENDMENT TO SUBDIVISION AGREEMENT

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-028 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING THIRD AMENDMENT TO SUBDIVISION AGREEMENT, LA VISTA CITY CENTRE.

WHEREAS, the City in 2016 entered a Subdivision Agreement - La Vista City Centre dated December 1, 2016 ("2016 Subdivision Agreement"), as amended in 2019 by a First Amendment and in 2021 by a Second Amendment (the 2016 Subdivision Agreement, as modified by the First Amendment and Second Amendment, is referred to as "Subdivision Agreement"). A Third Amendment to Subdivision Agreement is proposed as presented at this meeting or on file with the City Clerk to modify Minimum Uses and allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre. The Third Amendment to Subdivision Agreement only affects parcels within the 84th Street Redevelopment Area owned by Subdivider.

NOW THEREFORE, BE IT RESOLVED, that the Third Amendment to Subdivision Agreement as presented at this meeting is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law and is hereby approved. The Mayor on behalf of the City shall be authorized to execute the Third Amendment to Subdivision Agreement, subject to such additions, subtractions, or modifications as the Mayor, City Administrator or City Engineer may determine necessary or appropriate, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator, or Mayor's or City Administrator's designee determines necessary or appropriate to carry out the provisions of such Third Amendment to Subdivision Agreement or contemporaneous Third Amendment to Redevelopment Agreement.

BE IT FURTHER RESOLVED, that terms used in this Resolution have the meaning ascribed to them in the Subdivision Agreement. Additionally, recitals above are incorporated by reference, and the Mayor, City Administrator or City Engineer,

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in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the City as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Third Amendment to Subdivision Agreement and the Subdivision Agreement as amended.

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

2. RESOLUTION – APPROVE THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT – MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-029 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, The City Council in 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1 in 2016 and Amendment No. 2 in 2020, for, among other things, two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project (such Redevelopment Plan for the 84th Street Redevelopment Area as amended by Amendment No. 1 and Amendment No. 2 referred to herein as "Redevelopment Plan"); and

WHEREAS, The City Council at this meeting approved Amendment No. 3 to the Redevelopment Plan to modify certain minimum requirements with respect to private improvements to be constructed within the Mixed Use Redevelopment Project Area and allow multiple family dwelling instead of retail uses for a portion of the street level of the building on Lot 14, La Vista City Centre, and to modify certain Design Standards (such Redevelopment Plan as amended by Amendment No. 3 referred to herein as "Redevelopment Plan, as amended"); and

WHEREAS, A Third Amendment to Redevelopment Agreement for the 84th Street Redevelopment Area ("Third Amendment to Redevelopment Agreement") is presented for approval of the La Vista Community Development Agency in accordance with Amendment No. 3 to the Redevelopment Plan. The Agency desires to approve the Third Amendment to Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council acting as the La Vista Community Development Agency that the Third Amendment to Redevelopment Agreement presented at this meeting is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law and is hereby approved. The Mayor on behalf of the Agency shall be authorized to execute the Third Amendment to Redevelopment Agreement, subject to such additions, subtractions, or modifications as the Mayor, City Administrator or City Engineer may determine necessary or appropriate, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator, or Mayor's or City Administrator's designee determines necessary or appropriate to carry out the provisions of such Third Amendment to Redevelopment Agreement or contemporaneous Third Amendment to Subdivision Agreement.

BE IT FURTHER RESOLVED, that terms used in this Resolution have the meaning ascribed to them in the Redevelopment Agreement. Additionally, recitals above are incorporated by reference, and the Mayor, City Administrator or City Engineer, in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the Agency as he or she determines necessary

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or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Third Amendment to Redevelopment Agreement and the Redevelopment Agreement for the 84th Street Redevelopment Area as amended.

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

G. CONDITIONAL USE PERMIT – GROUND FLOOR MULTIPLE FAMILY UNITS – LOT 14 LA VISTA CITY CENTRE

1. PUBLIC HEARING

At 6:56 p.m. Acting Mayor Thomas opened the public hearing and stated the floor was now open for comment on the Conditional Use Permit – Ground Floor Multiple Family Units – Lot 14 La Vista City Centre.

At 6:57 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-030 entitled: 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 CHARRED SOUTHPORT, LLC DBA CHARRED BURGER & BAR IN LA VISTA, NEBRASKA.

WHEREAS, Charred Southport, LLC dba Charred Burger & Bar, 12434 Southport Parkway, 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 Charred Southport, LLC dba Charred Burger & Bar, 12434 Southport Parkway, La Vista, Sarpy County, Nebraska.

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

H. ZONING TEXT AMENDMENTS – SECTIONS 2.04 & 5.19 – CONTAINER BARS

1. PUBLIC HEARING

At 6:58 p.m. Acting Mayor Thomas opened the public hearing and stated the floor was now open for comment on the Zoning Text Amendments – Sections 2.04 & 5.19 – Container Bars.

At 7:04 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick,

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

2. ORDINANCE

Councilmember Frederick introduced Ordinance No. 1511 entitled: AN ORDINANCE TO AMEND SECTIONS 2.04 AND 5.19 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 2.04 AND 5.19 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1511. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting 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.

I. ORDINANCE — AMEND MASTER FEE ORDINANCE

Councilmember Frederick introduced Ordinance No. 1512 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1507, 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 Wetuski seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1512. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting 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.

J. RESOLUTION — AWARD CONTRACT — SPENCER MANAGEMENT — CONCRETE REPAIR WORK

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-031 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDED A CONTRACT TO SPENCER MANAGEMENT LLC, OMAHA, NEBRASKA, FOR CONCRETE REPAIR WORK IN AN AMOUNT NOT TO EXCEED \$350,000.00.

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to Spencer Management LLC, Omaha, Nebraska, for concrete repair work in an amount not to exceed \$350,000.00.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented on the Valentine's Day and St. Patrick's Day events.

At 7:16 p.m. Councilmember Frederick made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Value Focused. Community Minded. Quality Driven.

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

March 15, 2024

Project No: 00120869.00

Invoice No: 275784

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

Professional Services from February 12, 2024 to March 10, 2024

Task	00001	PM, Coordination, Meeting & QC		
Professional Personnel				
		Hours	Rate	Amount
Project Engineer II				
Barahona, Alejandro		3.50	144.00	504.00
Sr Project Manager				
Higgins, John		2.50	207.00	517.50
Totals		6.00		1,021.50
Total Labor				1,021.50
			Total this Task	\$1,021.50

Task	00002	Site Inv, Traffic Eng & Alternative Eval		
Professional Personnel				
		Hours	Rate	Amount
Sr Project Manager				
Sockel, Jeffery		1.00	270.00	270.00
Sr Project Manager				
O'Bryan, Timothy		5.00	220.50	1,102.50
Project Manager II				
Romero, Michael		17.50	193.50	3,386.25
Project Engineer II				
Alangurli, Fouad		2.00	141.00	282.00
Barahona, Alejandro		15.00	144.00	2,160.00
Designer I				
Alajmi, Abdallah		62.00	96.00	5,952.00
Technologist I				
Moore, Devin		8.00	76.50	612.00
	Totals	110.50		13,764.75
	Total Labor			13,764.75

Unit Billing

2017 Ford Escape-YJU538 22B5SW

2/14/2024	78.0 Miles @ 0.67	52.26
2/15/2024	42.0 Miles @ 0.67	28.14

Project	00120869.00	La Vista Giles Rd BNSF Bridge to I-80	Invoice	275784
2021 Nissan Frontier-WTT947 23V3F2				
2/27/2024		68.0 Miles @ 0.67	45.56	
Total Units			125.96	125.96
Total this Task				\$13,890.71

Task 00003 Preliminary Design

Professional Personnel

	Hours	Rate	Amount	
Designer II				
Najera, Gabriel	12.00	111.00	1,332.00	
Sr Technical Specialist				
Snook, Kevin	1.00	168.00	168.00	
Totals	13.00		1,500.00	
Total Labor				1,500.00
Total this Task				\$1,500.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	16,412.21	25,013.52	41,425.73	
Limit			211,749.82	
Remaining			170,324.09	
Total this Invoice				<u>\$16,412.21</u>

Outstanding Invoices

Number	Date	Balance
273517	2/22/2024	25,013.52
Total		25,013.52

OK TC PA-1
PMD 3/22/24
05.710917.000 - 91RT17003

March 18, 2024

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PAYMENT RECOMMENDATION NO. 1 ON CONTRACT FOR
CENTRAL PARK ACCESS ROAD RECONSTRUCTION - EDGEWOOD

Owner: City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Contractor: Swain Construction Inc.
6002 N 89th Circle
Omaha, NE 68134

CONTRACT AMOUNT

\$ 628,750.39

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S) NONE

Item	Description	Approx. Quantities		Unit Price			
1	Mobilization	0.30	L.S.	\$ 9,000.00	/	L.S.	\$ 2,700.00
2	Traffic Control	0.00	L.S.	\$ 5,000.00	/	L.S.	\$ 0.00
3	Stockpile and Redistribute Topsoil (875 C.Y. Moved Twice) Established Quantity	0.00	C.Y.	\$ 6.50	/	C.Y.	\$ 0.00
4	Common Earthwork, In Place	65.00	C.Y.	\$ 35.00	/	C.Y.	\$ 2,275.00
5	Embankment Haul In, Compacted in Place	0.00	C.Y.	\$ 15.00	/	C.Y.	\$ 0.00
6	Building Pad Preparation	0.00	C.Y.	\$ 18.00	/	C.Y.	\$ 0.00
7	Subgrade Preparation	80.00	C.Y.	\$ 4.00	/	C.Y.	\$ 320.00
8	Remove and Dispose of Existing Brick Entrance Structure	0.00	L.S.	\$ 1,000.00	/	L.S.	\$ 0.00
9	Remove and Dispose ACC Pavement	1,500.00	S.Y.	\$ 6.50	/	S.Y.	\$ 9,750.00
10	Remove and Dispose PCC Pavement	0.00	S.Y.	\$ 9.15	/	S.Y.	\$ 0.00
11	Remove and Dispose of Existing Tree	2.00	EA.	\$ 190.00	/	EA.	\$ 380.00
12	Remove Existing Power Pedestal	6.00	EA.	\$ 900.00	/	EA.	\$ 5,400.00
13	Construct 15" HDPE Storm Sewer w/Bedding, In Place	0.00	L.F.	\$ 73.50	/	L.F.	\$ 0.00
14	Construct 18" HDPE Storm Sewer w/Bedding, In Place	0.00	L.F.	\$ 76.65	/	L.F.	\$ 0.00
15	Construct Type III Curb Inlet, In Place	0.00	EA	\$ 4,800.00	/	EA	\$ 0.00
16	Construct Type I Curb Inlet, In Place	0.00	EA	\$ 4,800.00	/	EA	\$ 0.00
17	Tap Existing Storm Sewer Manhole	0.00	EA	\$ 1,575.00	/	EA	\$ 0.00
18	Reconnect Water Line at Meter Pit	0.00	L.S.	\$ 2,625.00	/	L.S.	\$ 0.00
19	Connect to and Extend Water Service to Restroom Building Location	0.00	L.F.	\$ 215.25	/	L.F.	\$ 0.00
20	Locate Existing Sanitary Sewer Stub and Install Double Cleanout	0.00	L.S.	\$ 1,575.00	/	L.S.	\$ 0.00

Payment Recommendation No.1
Central Park Access Road Reconstruction - Edgewood
March 18, 2024
Page 2 of 3

21	Construct 6" SDR 26 PVC Sanitary Sewer w/Bedding, In Place	0.00	L.F.	\$	110.25	/	L.F.	\$	0.00
22	Construct 6" PCC Trail Pavement, In Place	0.00	S.Y.	\$	75.00	/	S.Y.	\$	0.00
23	Construct 5" PCC Sidewalk, In Place	305.00	S.Y.	\$	63.00	/	S.Y.	\$	19,215.00
24	Construct 8" PCC Pavement with Integral Curb, In Place	1,000.00	S.Y.	\$	80.00	/	S.Y.	\$	80,000.00
25	Construct ADA Compliant Curb Ramp w/ Detectable Warning	0.00	EA.	\$	1,400.00	/	EA.	\$	0.00
26	Construct ADA Compliant Parking Stall, Ramp, and Signage	0.00	EA.	\$	1,800.00	/	EA.	\$	0.00
27	Construct Concrete Speed Hump with Striping and Signage, In Place	0.00	EA.	\$	12,500.00	/	EA.	\$	0.00
28	Paint 4" Wide White Pavement Marking Paint, In Place	0.00	L.F.	\$	1.45	/	L.F.	\$	0.00
29	Install 24" Wide, White, Permanent Marking Tape, Grooved In Place	0.00	L.F.	\$	46.47	/	L.F.	\$	0.00
30	Furnish and Install Stop Sign	0.00	EA.	\$	614.74	/	EA.	\$	0.00
31	Furnish and Install Park Signage	0.00	LS.	\$	776.51	/	LS.	\$	0.00
32	Drill and Grout 1"x18" Epoxy Coated Dowel Bars, In Place	12.00	EA.	\$	12.00	/	EA.	\$	144.00
33	Adjust Existing Utility Structure Rim to Proposed Grade	0.00	EA.	\$	300.00	/	EA.	\$	0.00
34	Pull Wire and Make Final Electrical Connection to Restroom Building Panel	0.00	LS.	\$	14,543.55	/	LS.	\$	0.00
35	Crushed Rock, Unstable Trench, If Necessary	0.00	TON	\$	59.85	/	TON	\$	0.00
36	Geotextile Fabric, Unstable Trench, If Necessary	0.00	S.Y.	\$	5.25	/	S.Y.	\$	0.00
37	Install, Maintain and Remove Stabilized Construction Entrance	0.00	EA.	\$	3,513.70	/	EA.	\$	0.00
38	Install, Maintain, and Remove Inlet Filters	0.00	EA.	\$	471.47	/	EA.	\$	0.00
39	Install and Maintain Fabric Silt Fence	1,200.00	L.F.	\$	3.78	/	L.F.	\$	4,536.00
40	Remove and Dispose Fabric Silt Fence	0.00	L.F.	\$	0.53	/	L.F.	\$	0.00
41	K-31 Fescue Permanent Seeding with Tensar S-75 Erosion Control Matting (Or Approved Equal), In Place	0.00	AC	\$	8,131.20	/	AC	\$	0.00
42	Remove and Dispose ACC Pavement	0.00	S.Y.	\$	6.50	/	S.Y.	\$	0.00
43	Remove and Dispose Existing Concrete Curb Stop	17.00	EA.	\$	60.00	/	EA.	\$	1,020.00

Payment Recommendation No.1
Central Park Access Road Reconstruction - Edgewood
March 18, 2024
Page 3 of 3

44	Construct 5" PCC Sidewalk, In Place	0.00	S.Y.	\$	63.00	/	S.Y.	\$	0.00
45	Construct 8" PCC Pavement, No Curb, In Place	0.00	S.Y.	\$	80.00	/	S.Y.	\$	0.00
46	Construct ADA Compliant Parking Stall and Signage	0.00	EA.	\$	1,600.00	/	EA.	\$	0.00
47	Paint 4" Wide White Stall Striping	0.00	L.F.	\$	1.45	/	L.F.	\$	0.00
48	Install Concrete Parking Bumper, In Place	0.00	EA.	\$	150.00	/	EA.	\$	0.00
49	Install 1.5" Sch. 40 Conduit for Electrical Service	0.00	L.F.	\$	21.32	/	L.F.	\$	0.00

CONTRACT TOTAL	\$ 125,740.00
LESS 10% RETAINED	\$ 12,574.00
LESS PREVIOUS PAYMENT RECOMMENDATION(S)	NONE
TOTAL DUE TO CONTRACTOR	\$ 113,166.00

We recommend that payment in the amount of \$113,166.00 be made to Swain Construction.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER INC.



Trevor Veskrna, P.E.

cc: Josh Oles, Swain Construction
Michelle Lyons, Swain Construction
Brad Huyck, TD2

OK TO PAY
PMD 3/22/24
05.76.0917.000 - 9/RT24006



Contractor's Application for Payment No. 1

Application Period: 2/26/2024 Through 03/22/2024		Application Date: 3/22/2024
To (Owner): City of La Vista	From (Contractor): M.E. Collins Contracting, Inc.	Via (Engineer): Houston Engineering
Project: Thompson Creek Culvert Rehabilitation	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 11628-0001

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE	\$296,954.60
Number	Additions	Deductions	2. Net change by Change Order	
			3. Current Contract Price (Line 1 ± 2)	\$296,954.60
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates)	\$283,168.17
			5. RETAINAGE*:	
			a. 15% X \$283,168.17 Work Completed	\$42,475.23
			b. X Stored Material	
			c. Total Retainage (Line 5.a + Line 5.b)	\$42,475.23
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$240,692.94
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	
			8. AMOUNT DUE THIS APPLICATION	\$240,692.94
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column H total on Progress Estimates + Line 5.c above)	\$56,261.66
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 3-25-24

Payment of: \$240,692.94
(Line 8 or other - attach explanation of the other amount)

is recommended by: Melinda Rogers, PE 3/25/2024
(Engineer) (Date)

Payment of: \$
(Line 8 or other - attach explanation of the other amount)

is approved by:  3/25/24
(Owner) (Date)

Approved by:
Funding or Financing Entity (if applicable) (Date)

OK TO PAY
PMD 3/25/24
OS 31,0917.000 - STRIA 2006

Progress Estimate

Contractor's Application

For (Contract): Thompson Creek Culvert Rehabilitation										Application Number: 1							
Application Period: 2/26/2024 Through 03/22/2024										Application Date: 3/22/2024							
A						B	C1	C2	C3	D	E	F	G	H			
Item						Contract Information				Estimated Quantity Installed this Pay Application Period	Previous Quantity Installed	Total Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description					Item Quantity	Units	Unit Price	Total Value of Item (\$)								
1	MOBILIZATION					1	LS	\$ 36,720.00	\$ 36,720.00	1.00		1.00	\$36,720.00		\$36,720.00	100.0%	
2	HANDLING OF WATER					1	LS	\$ 16,810.00	\$ 16,810.00	1.00		1.00	\$16,810.00		\$16,810.00	100.0%	
3	COFFER DAM					1	EA	\$ 20,460.00	\$ 20,460.00	1.00		0.75	\$15,345.00		\$15,345.00	75.0%	\$5,115.00
4	TRAFFIC CONTROL/SIGNAGE					1	LS	\$ 4,190.00	\$ 4,190.00	1.00		1.00	\$4,190.00		\$4,190.00	100.0%	
5	CULVERT CLEANING					57	LF	\$ 447.05	\$ 25,482.00	57.00		57.00	\$25,481.85		\$25,481.85	100.0%	\$0.15
6	INJECTABLE GROUT TO FILL VOIDS					3	CY	\$ 8,382.00	\$ 25,146.00	3.00		3.00	\$25,146.00		\$25,146.00	100.0%	
7	INVERT REPAIR					288	SF	\$ 61.50	\$ 17,712.00	288.00		288.00	\$17,712.00		\$17,712.00	100.0%	
8	CENTRIFUGALLY CAST CONCRETE PIPE FOR 7X12 FT ARCHED CMP					57	LF	\$ 2,430.76	\$ 138,553.60	57.00		57.00	\$138,553.32		\$138,553.32	100.0%	\$0.28
9	SEEDING AND MULCHING					0.3	AC	\$ 3,470.00	\$ 1,041.00								\$1,041.00
10	EROSION CONTROL BLANKET					725	SY	\$ 2.40	\$ 1,740.00								\$1,740.00
11	STABILIZED CONSTRUCTION ENTRANCE					1	EA	\$ 4,420.00	\$ 4,420.00								\$4,420.00
12	SWPPP MEASURES					1	LS	\$ 2,820.00	\$ 2,820.00	0.50		0.50	\$1,410.00		\$1,410.00	50.0%	\$1,410.00
13	CONSTRUCTION FENCING					93	LF	\$ 20.00	\$ 1,860.00	90.00		90.00	\$1,800.00		\$1,800.00	96.8%	\$60.00
	Totals								\$ 296,954.60				\$ 283,168.17		\$283,168.17	95.36%	\$ 13,786.43



Remit To:
 RDG Planning & Design
 301 Grand Avenue
 Des Moines, Iowa 50309
 Questions: Invoicing@rdgusa.com

Rachel Carl
 City of La Vista
 City Hall
 8116 Park View Blvd.
 La Vista, NE 68128

February 29, 2024
 Project No: R3005.930.00
 Invoice No: 56488

Project R3005.930.00 City of La Vista - Municipal Campus Master Plan and Design
Professional Services through February 29, 2024
 Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	149,750.00	37.00	55,407.51	51,665.00	3,742.51
Total Fee	149,750.00		55,407.51	51,665.00	3,742.51
Total Fee					3,742.51
Total this Invoice					\$3,742.51

Outstanding Invoices

Number	Date	Balance
56277	1/31/2024	3,000.25
Total		3,000.25

05.71.0917.000-CTHL15002
Guaranteed
 3/22/2024



INVOICE

P.O. BOX 111623
 OMAHA, NEBRASKA 68111
 402.201.8246 (24/7) / 402.507.1920 (SALES/SERVICE)
 Email: jmoore@spencermanagement.org

INVOICE#_001 - City of LaVista
 DATE: March 28, 2024

OWNER:

City of LaVista
 9900 Portal Rd.
 LaVista, NE 68128

**City of LaVista 2024 On-Call City
 Wide Paving Repairs**

PROJECT #	PROJECT	PROJECT LOCATION
001	STREET RECONSTRUCTION	Briarwood LaVista, Nebraska

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	
3/28/2024	8" PAVEMENT	2877.79 SY	\$82.50	\$237,417.68
3/28/2024	REMOVE SIDEWALKS	102 SF	\$1.50	\$153.00
3/28/2024	5" SIDEWALKS	84 SF	\$6.00	\$504.00
3/28/2024	CONSTRUCT CURB RAMPS	18 SF	\$15.00	\$270.00
3/28/2024	DWP	8 SF	\$30.00	\$240.00
3/28/2024	REMOVE AND REPLACE UNSTABLE SUBGRADE	128.22 TN	\$25.00	\$3,205.50
			TOTAL	\$241,790.18

OK to pay
 05.71 0917.000 - START 24004
 3/29/24
 J.C.

SPENCER MANAGEMENT LLC
P.O. BOX 111623

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PAYMENT – TRAFFIC SIGNAL REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing payment to Commonwealth Electric, Omaha, NE for emergency replacement and programming of one (1) Click 656 Radar Controller in an amount not to exceed \$5,870.65.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

This controller communicates with the radar system to put a call into the main controller to cycle the intersection at 84th Street and Park View Blvd when vehicles are present.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO COMMONWEALTH ELECTRIC, OMAHA, NEBRASKA FOR EMERGENCY REPLACEMENT AND PROGRAMMING OF ONE (1) CLICK 656 RADAR CONTROLLER IN AN AMOUNT NOT TO EXCEED \$5,870.65.

WHEREAS, the City Council of the City of La Vista has determined that replacement of the Click 656 Radar Controller is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to Commonwealth Electric, Omaha, Nebraska for emergency replacement and programming of one (1) Click 656 Radar Controller in an amount not to exceed \$5,870.65.

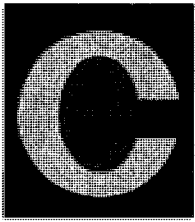
PASSED AND APPROVED THIS 2ND DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Commonwealth Electric Company of the Midwest

SOLD
TO

Attn: City of LaVista

La Vista, NE 68128
bsmall@cityoflavista.org

PLEASE REMIT TO:

Commonwealth Electric Company
PO Box 30239
Omaha, NE 68103
PHONE: (402) 331-1414

www.commonwealthelectric.com

TERMS: NET 30 DAYS

Customer#	Book Date	Invoice #	Invoice Date	Project #	Contra G/L #
25242	2/22/2024	10001	2/22/2024	251523-078	2505000
Invoice Amount	Retained In	Retained Out	Invoice Net	State Sales Tax	Local Sales Tax
\$5,870.65	\$0.00	< \$0.00 >	\$5,870.65	\$0.00 2411/928	\$0.00
Customer Purchase Order No.		Project and Location			

84th & Parkview Blvd

Per Brady Small

Labor: \$ 354.03
Equipment: \$ 27.62
Material: \$5,489.00

TOTAL AMOUNT DUE THIS INVOICE: \$5,870.65

Thank you for choosing Commonwealth Electric Company for your electric needs.

Prepared for Commonwealth Electric Company of the Midwest

by: Jody Boeckman

Contract Administrator

PLEASE REFER TO INVOICE NUMBER WHEN REMITTING

A FINANCE CHARGE OF 1.3% PER MONTH WILL BE CHARGED ON ALL 30 DAY PAST DUE ACCOUNTS. THIS IS AN ANNUAL PERCENTAGE RATE OF 16%

WORK ORDER
COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST

CUSTOMER NAME CITY OF LaVista - Brady Small

ADDRESS 84th & Park View Blvd

CECM JOB NO. 1523-078 CUSTOMER PO#

JOB DESCRIPTION Replace 656 and program

TOTAL LABOR COST	\$295.03
MARK UP	0.2
	<u>\$354.03</u>

TOTAL EQUIPMENT COST	\$23.02
MARK UP	0.2
	<u>\$27.62</u>

TOTAL MATERIAL COST	\$4,990.00
MARK UP	0.1
	<u>\$5,489.00</u>

TOTAL BILLING **\$5,870.65**

CUSTOMER NAME	CITY OF LaVista - Brady Small
ADDRESS	84th & Park View Blvd
CECM JOB NO.	1523-078
CUSTOMER PO#	
JOB DESCRIPTION	Replace 656 and program

\$295.03

\$23.02

\$4,990.00

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PAYMENT – TRAFFIC SIGNAL REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing payment to Commonwealth Electric, Omaha, NE for emergency repair and replacement of one (1) new traffic signal pole, one (1) three section traffic light, one (1) M60 Controller and pulling new wire throughout the intersection at 72nd and Josephine in amount of \$26,619.80.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

An emergency repair was required due to a vehicle heading south on 72nd St. struck the traffic signal pole at Josephine St. A new controller, signal pole and head had to be installed. New wiring was required due to the accident pulling and breaking wires through the intersection. A claim has been filed with our insurance company seeking reimbursement due to vehicle leaving the scene of the accident.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO COMMONWEALTH ELECTRIC, OMAHA, NEBRASKA FOR EMERGENCY REPLACEMENT AND REPAIR OF A TRAFFIC POLE IN AN AMOUNT NOT TO EXCEED \$26,619.80.

WHEREAS, the City Council of the City of La Vista has determined that repair and replacement of a traffic pole is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to Commonwealth Electric, Omaha, Nebraska for emergency replacement and repair of a traffic pole in an amount not to exceed \$26,619.80.

PASSED AND APPROVED THIS 2ND DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Commonwealth Electric Company of the Midwest

SOLD
TO

Attn: City of LaVista

La Vista, NE 68128
bsmall@cityoflavista.org

PLEASE REMIT TO:

Commonwealth Electric Company
PO Box 30239
Omaha, NE 68103
PHONE: (402) 331-1414

www.commonwealthelectric.com

TERMS: NET 30 DAYS

Customer# 25242	Book Date 2/13/2024	Invoice # 10000	Invoice Date 2/13/2024	Project # 251523-076	Contra G/L # 2505000
Invoice Amount \$3,968.80	Retained In \$0.00	Retained Out < \$0.00 >	Invoice Net \$3,968.80	State Sales Tax \$0.00 2411/928	Local Sales Tax \$0.00
Customer Purchase Order No.		Project and Location			

72nd & Josephine

Per Brady Small

Labor: \$2,914.11
Equipment: \$1,054.69

TOTAL AMOUNT DUE THIS INVOICE: \$3,968.80

Thank you for choosing Commonwealth Electric Company for your electric needs.

Prepared for Commonwealth Electric Company of the Midwest

by: Jody Boeckman

Contract Administrator

PLEASE REFER TO INVOICE NUMBER WHEN REMITTING

A FINANCE CHARGE OF 1.3% PER MONTH WILL BE CHARGED ON ALL 30 DAY PAST DUE ACCOUNTS. THIS IS AN ANNUAL PERCENTAGE RATE OF 15%

WORK ORDER
COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST

CUSTOMER NAME	City of La Vista - Brady Small		
ADDRESS	72nd & Josephine		
CECM JOB NO.	1523-076	CUSTOMER PO#	
JOB DESCRIPTION	Emergency repairs made at intersection		

TOTAL LABOR COST	\$2,428.43
MARK UP	0.2
	<u>\$2,914.11</u>

TOTAL EQUIPMENT COST	\$878.91
MARK UP	0.2
	<u>\$1,054.69</u>

TOTAL MATERIAL COST	\$0.00
MARK UP	0.2
	<u>\$0.00</u>

TOTAL BILLING	\$3,968.80
---------------	------------



Commonwealth Electric Company of the Midwest

SOLD
TO

Attn: City of LaVista

La Vista, NE 68128
bsmall@cityoflavista.org

PLEASE REMIT TO:

Commonwealth Electric Company
PO Box 30239
Omaha, NE 68103
PHONE: (402) 331-1414

www.commonwealthelectric.com

TERMS: NET 30 DAYS

Customer#	Book Date	Invoice #	Invoice Date	Project #	Contra G/L #
26242	3/22/2024	10002	3/22/2024	251523-079	2505000
Invoice Amount	Retained In	Retained Out	Invoice Net	State Sales Tax	Local Sales Tax
\$17,701.00	\$0.00	< \$0.00 >	\$17,701.00	\$0.00 2411/928	\$0.00
Customer Purchase Order No.		Project and Location			

72nd & Josephine Re-wire

Per Brady Small

Quoted Amount: \$17,701.00

TOTAL AMOUNT DUE THIS INVOICE: \$17,701.00

Thank you for choosing Commonwealth Electric Company for your electric needs.

Prepared for Commonwealth Electric Company of the Midwest

by: Jody Boeckman

Contract Administrator

PLEASE REFER TO INVOICE NUMBER WHEN REMITTING

A FINANCE CHARGE OF 1.3% PER MONTH WILL BE CHARGED ON ALL 30 DAY PAST DUE ACCOUNTS. THIS IS AN ANNUAL PERCENTAGE RATE OF 16%

Consolidated Invoice

MoboTrex FEIN: 36-2656899

Invoice #: 267444

Order #: 1925441

Invoice Date: 8/1/2023

109 West 55th Street | Davenport, IA 52806 | (563) 323-0009

Bill To: LAV0001
Patricia Robey
La Vista, City Of
8116 Park View Blvd
La Vista NE 68128-2132
United States

Ship To: 0
La Vista, City Of
9900 Portal Rd
La Vista NE 68128-5509
United States

Ship Method	Ship Date	Terms	Due Date	Purchase Order
UPS	07/31/2023	Net 30 Days	08/31/2023	Jim Ruffner
Line / Rel	Part # / Description	Quantity	Unit Price	Extended
1	M60-SERIAL-SEPAC-5.2.2 M60NEMA - 8132-0102-099 - 5.2.2	1.000	\$4,950.00000	\$4,950.00

Sales Amount:	\$4,950.00
Sales Tax	0.00
Misc Charges	0.00
Freight	0.00
Prepaid Amount	0.00
Total	\$4,950.00

Shipment #: 64053

All above prices are in USD.

City of La Vista Public Works 9900 Portal Rd La Vista, NE 68128 402-331-8927						
		MoboTrex Siemens Controller Order 7-'23				
	WxH					Extended
Qty.	Size	Description	Additional Description	Color	Cost Each	Price
1		M60 NEMA Siemens Controller 8132 0102-099-5.2.2	M60 Serial-Sepac-5.2.2		4950.00	\$4,950.00
					Estimated Shipping	\$0.00
		MoboTrex Traffic	Phone# 800-888-7078		TOTAL	\$4,950.00
		109 West 55th Street				
		Davenport, IA 52806				
		P.O.#	Quote Number 1925041			
		Company tax I.D. # (Auto)	Ordered 7/20/'23			
		contact Justin Zank	Received Controller 0/00/'23			

User: KOLSON

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2980(A)	03/20/2024	STRATEGIC GOVERNMENT RESOURCES INC	17,123.27	N
141828	03/20/2024	HGM ASSOCIATES, INC.	62,151.09	N
141829	03/20/2024	NEBRASKA MUNICIPAL CLERKS ASSOC	30.00	N
141830	03/20/2024	NL & L CONCRETE	245,382.32	N
141831	03/20/2024	PUBLIC RESTROOM COMPANY	111,786.00	N
141832	03/20/2024	THE COLONIAL PRESS, INC	13,414.37	N
141834	03/20/2024	FUN SERVICES	2,362.00	N
141835	03/20/2024	THOMPSON DREESSEN & DORNER, INC.	90,500.00	N
141826	03/21/2024	NEBRASKA MUNICIPAL CLERKS ASSOC	330.00	N
141836	04/02/2024	AKRS EQUIPMENT SOLUTIONS, INC.	19.22	N
141837	04/02/2024	ALLDATA LLC	1,500.00	N
141838	04/02/2024	AMAZON CAPITAL SERVICES, INC.	1,798.66	N
141840	04/02/2024	ARNOLD MOTOR SUPPLY	957.30	N
141841	04/02/2024	AT&T MOBILITY LLC	98.40	N
141842	04/02/2024	AXON ENTERPRISE INC	6,738.00	N
141843	04/02/2024	BARCAL, ROSE	72.00	N
141844	04/02/2024	BIBLIONIX LLC	4,040.00	N
141845	04/02/2024	BISHOP BUSINESS EQUIPMENT	89.91	N
141846	04/02/2024	BOOT BARN	273.24	N
141847	04/02/2024	BRODERSEN, CALE	39.98	N
141848	04/02/2024	BUETHE, PAM	928.83	N
141849	04/02/2024	CLEARVIEW PET CARE CENTRE	209.75	N
141850	04/02/2024	COMP CHOICE INC	337.44	N
141851	04/02/2024	CONCRETE SUPPLY, INC.	1,333.20	N
141852	04/02/2024	CORNHUSKER STATE INDUSTRIES	6,593.75	N
141853	04/02/2024	CROWNE PLAZA KEARNEY	1,304.55	N
141854	04/02/2024	CUMMINS SALES AND SERVICE	821.57	N
141855	04/02/2024	D & K PRODUCTS	1,062.53	N
141856	04/02/2024	DAIGLE LAW GROUP, LLC	580.00	N
141857	04/02/2024	DATASHIELD CORPORATION	60.00	N
141858	04/02/2024	DEMCO INCORPORATED	424.91	N
141859	04/02/2024	DILLON BROS HARLEY DAVIDSON	1,280.88	N
141860	04/02/2024	DOUGLAS COUNTY SHERIFF'S OFC	300.00	N
141861	04/02/2024	ECHO GROUP INCORPORATED	89.20	N
141862	04/02/2024	EDGEWEAR SCREEN PRINTING	1,174.00	N
141863	04/02/2024	EMBLEMS INC	241.50	N
141864	04/02/2024	FASTENAL COMPANY	19.11	N
141865	04/02/2024	FERGUSON US HOLDINGS INC	288.34	N
141866	04/02/2024	FIRST WIRELESS INC	951.18	N
141867	04/02/2024	FOUNTAIN, BRUCE	234.50	N
141868	04/02/2024	GALE	198.92	N
141869	04/02/2024	GENERAL FIRE & SAFETY EQUIP CO	289.50	N
141870	04/02/2024	GREAT PLAINS UNIFORMS	110.00	N
141871	04/02/2024	GUMDROP BOOKS	1,868.92	N
141872	04/02/2024	HANEY SHOE STORE	136.99	N
141873	04/02/2024	HEARTLAND BUSINESS SYSTEMS, LLC	4,007.90	N
141874	04/02/2024	HELGET SAFETY SUPPLY INC	19.50	N

Check #	Check Date	Vendor Name	Amount	Voided
141875	04/02/2024	HELM MECHANICAL	654.55	N
141876	04/02/2024	HOBBY LOBBY STORES INC	37.43	N
141877	04/02/2024	HOTSY EQUIPMENT COMPANY	917.95	N
141878	04/02/2024	INGRAM LIBRARY SERVICES LLC	1,876.17	N
141879	04/02/2024	J & J SMALL ENGINE SERVICE	387.44	N
141880	04/02/2024	JOHNSON CONTROLS US HOLDINGS LLC	388.68	N
141881	04/02/2024	KINESHA ROACH	57.60	N
141882	04/02/2024	LARSEN SUPPLY COMPANY	446.11	N
141883	04/02/2024	LOGO LOGIX EMBROIDERY & SCREEN	24.00	N
141884	04/02/2024	MALLOY ELECTRIC	172.06	N
141885	04/02/2024	MENARDS-RALSTON	1,442.01	N
141886	04/02/2024	MOBOTREX, INC.	1,237.00	N
141887	04/02/2024	MSC INDUSTRIAL SUPPLY CO	790.52	N
141888	04/02/2024	NDEE SWIMMING POOLS	120.00	N
141889	04/02/2024	NELES STUMP GRINDING	560.00	N
141890	04/02/2024	NLA-NEBRASKA LIBRARY ASSN	35.00	N
141891	04/02/2024	OFFICE DEPOT INC	102.14	N
141892	04/02/2024	OMAHA WINNELSON SUPPLY	2,161.74	N
141893	04/02/2024	ONE CALL CONCEPTS INC	447.14	N
141894	04/02/2024	PAPILLION SANITATION	1,978.03	N
141895	04/02/2024	PAPIO-MISSOURI RIVER NRD	10,750.00	N
141896	04/02/2024	POLLOCK, RHONDA	241.50	N
141897	04/02/2024	POMP'S TIRE SERVICE, INC	2,205.00	N
141898	04/02/2024	PRIMA DISTRIBUTION, INC.	106.70	N
141899	04/02/2024	RAINBOW GLASS & SUPPLY INC	1,024.00	N
141900	04/02/2024	RED EQUIPMENT LLC	5,030.17	N
141901	04/02/2024	RTG BUILDING SERVICES INC	6,765.00	N
141902	04/02/2024	SARPY COUNTY CHAMBER OF COMMERCE	100.00	N
141903	04/02/2024	SIGN IT	984.00	N
141904	04/02/2024	SINNETT, JEFF L.	2,000.00	N
141905	04/02/2024	SITE ONE LANDSCAPE SUPPLY LLC	1,268.22	N
141906	04/02/2024	SPIC & SPAN LINEN SPLY (SPIN LINEN)	100.00	N
141907	04/02/2024	STREETSCAN	5,750.00	N
141908	04/02/2024	THE FILTER SHOP, INC.	279.80	N
141909	04/02/2024	TRUCK CENTER COMPANIES	32.76	N
141910	04/02/2024	UTILITY EQUIPMENT COMPANY	19.25	N
141911	04/02/2024	VERIZON WIRELESS	18.02	N
141912	04/02/2024	WALMART COMMUNITY BRC	636.55	N
141913	04/02/2024	WHITE CAP LP	23.99	N
86	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$634,743.26	0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 04/02/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2024 AGENDA**

Subject:	Type:	Submitted By:
AMEND MUNICIPAL CODE – ADD SECTION 131.10 – DISORDERLY PREMISES OR NUISANCE GATHERINGS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	D.J. BARCAL ACTING POLICE CHIEF

SYNOPSIS

An ordinance has been prepared to add a section to the La Vista Municipal Code for Disorderly Premises or Nuisance Gatherings.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

This section of code will assist the Police Department in addressing the street racing concerns where property owners in the industrial and commercial areas allow vehicles and spectators to gather after business hours. Our intent is the education and cooperation of the property owners in prohibiting loitering during these periods when they are closed which in turn will allow the Police Department to require the groups to disperse. Should a property owner decline to cooperate with the Police, they could face charges under this amended ordinance for allowing a Disorderly Premises or Nuisance Gatherings.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ENACTING SECTION 131.10 OF THE CITY OF LA VISTA MUNICIPAL CODE; AND TO PROVIDE FOR SEVERABILITY AND FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

SECTION 1. ENACTMENT OF SECTION 113.10 OF THE CITY OF LA VISTA MUNICIPAL. Sections 131.10 of the City of La Vista Municipal Code is hereby enacted as follows:

“131.10. Disorderly Premises or Nuisance Gatherings.

a. For purposes of this Section 131.10:

1. Disorderly Premises shall mean any real property or real property improvements, including without limitation any room, house, building, parking lot or any part thereof, within or upon which occurs any of the following prohibited activities in disturbance of the public peace, health, safety or general welfare of the City:

- a. Any persons engaging in disorderly conduct as defined in Section 131.03 of this Code;
- b. Noise or other sound in violation of Section 131.09 of this Code;
- c. Maintenance of any nuisance condition or activity as defined in this Code or other applicable law;
- d. Any persons engaging in public urination, public defecation, lewd conduct, pandering, or prostitution;
- e. Any persons engaged in the dispensing, selling, or consumption of illegal drugs or controlled substances, or in the dispensing, selling, or consumption of alcoholic beverages in violation of Nebraska Revised Statutes, Reissued;
- f. Any persons engaging in unlawful gambling activity as set forth in Nebraska Revised Statutes, Reissued;
- g. Possession or use of drug paraphernalia; or
- h. Any other unlawful or illegal act in violation of the provisions of this Code or Nebraska Revised Statutes, Reissued.

2. Nuisance Gathering shall mean any event, gathering or congregating of two or more persons within or upon any vacant real property or real property improvements, including without limitation any room, house, building, parking lot or any part thereof, that constitutes or results in two or more of the following prohibited activities at or as a result of the event, gathering or congregating within or upon such property or improvements, in disturbance of the public peace, health, safety, or general welfare of the City:

- a. Any persons engaging in disorderly conduct as defined in Section 131.03 of this Code;
- b. Noise or other sound in violation of Section 131.09 of this Code;
- c. Maintenance of any nuisance condition or activity as defined in this Code or other applicable law;
- d. Any persons engaging in public urination, public defecation, lewd conduct, pandering, or prostitution;
- e. Any persons engaged in the dispensing, selling, or consumption of illegal drugs or controlled substances, or in the dispensing, selling, or consumption of alcoholic beverages in violation of Nebraska Revised Statutes, Reissued;
- f. Any persons engaging in unlawful gambling activity as set forth in Nebraska Revised Statutes, Reissued;
- g. Possession or use of drug paraphernalia; or
- h. Any other unlawful or illegal act in violation of the provisions of this Code or Nebraska Revised Statutes, Reissued.

(b) It shall be unlawful for any person to host, maintain, permit, allow to continue, attend, or be present at a Disorderly Premises or Nuisance Gathering.

- (c) Any person or persons who own, possess or control any real property or real property improvements, including without limitation any room, house, building, parking lot or any part thereof, upon or within which a Disorderly Premises or Nuisance Gathering occurs may, jointly and severally, be charged with violating this Section 130.10 if he or she hosts, sponsors, conducts, permits, or allows to continue a Disorderly Premises or Nuisance Gathering. However, any such person who requests assistance from City of La Vista police officers to prevent a Disorderly Premises or Nuisance Gathering prior to the police receiving any complaints related to the Disorderly Premises or Nuisance Gathering shall not be in violation of this Section 130.10.
- (d) Any person or persons who are found to have violated any of the provisions of this Section 130.10 shall be guilty of a misdemeanor for each offense and shall be subject to the penalty in Section 10.99 of this Code.
- (e) In addition to any other penalty sought or obtained under this Section 130.10 or other applicable law, in the event of three (3) or more convictions or guilty or equivalent pleas under this Section 130.10 with respect to any real property or real property improvements in any eighteen-month period, the City Attorney may institute injunctive or other appropriate civil proceedings to obtain compliance with this Section 130.10 and avoid future violations of this Section 130.10, or the Director of Community Development or Chief Building Official may revoke any certificate of occupancy for such real property, real property improvements or part thereof.
- (f) This Section 130.10 shall apply to all persons and properties within the City and all persons and properties within the extraterritorial zoning jurisdiction of the City."

SECTION 2. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication by the City Clerk or any designee of the City Clerk in a legal newspaper in or of general circulation within the City, or in book, pamphlet or electronic form in accordance with applicable law.

PASSED AND APPROVED THIS 2ND DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2024 AGENDA

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

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with D.A. Davidson & Co. for financial services and provide the City Administrator or designee authority to negotiate a contract with D.A. Davidson in an amount not to exceed \$29,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

Through the completion of our retirement benchmarking process, we were able to work with our current provider, Mission Square, to negotiate alternative pricing options. A move to an open architecture design would allow us to offer our employees many more investment options and lower fees. While this would necessitate an advisor to manage the funds instead of Mission Square, we believe it would be in the best interest of our employees. The third-party advisor would work closely with our internal retirement team and regularly benchmark our vendors to ensure they remain competitive.

After interviewing three highly skilled and knowledgeable advisory firms, staff is recommending the selection of D.A. Davidson to represent the city as a 338 fiduciary for our retirement plan. D.A. Davidson has a current relationship with the city and offers the most competitive pricing.

Here are the pricing options for the three finalists:

Quality Plan Advisors: .13% (roughly \$37,700 with current plan assets)

HUB International: .15% (roughly \$43,500 with current plan assets)

D.A. Davidson: flat fee of \$29,000

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH D.A. DAVIDSON & CO. FOR FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$29,000.00.

WHEREAS, the Mayor and City Council have determined said financial services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for financial 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 that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with D.A. Davidson & Co. for financial services in an amount not to exceed \$29,000.00.

PASSED AND APPROVED THIS 2ND DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

This INVESTMENT ADVISORY SERVICES AGREEMENT is entered into on March 7 2024, by and between D.A. Davidson & Co. ("Advisor") and The City of La Vista (Nebraska) ("Client") for the provision of those services specified on Appendix A for the Plan(s) (the "Plan") identified on the signature page.

Client and Advisor (the "Parties") hereby agree as follows:

1. Disclosures. Before this Agreement was entered into, Advisor provided to Client Advisor's Form ADV, Part 2.
2. Services. Advisor agrees to provide the Services specified in Appendix A; provided that Client acknowledges that Advisor has no responsibility whatsoever to provide any Services or liability with respect to assets not held in the Plans' trust or custodial account, employer securities, real estate (but not including mutual funds that invest in real estate securities or publicly traded REITs), participant loans, non-publicly traded securities (other than collective trusts and similar vehicles), other hard to value securities or assets, or any other assets specified as excluded on Appendix A; and provided further that all such "excluded assets" shall be disregarded in determining the Fees payable to Advisor under Section 3.
3. Fees. In consideration for the Services provided under this Agreement, Client shall pay or cause to be paid to Advisor the fees shown for such Services on the Fee Schedule attached as Appendix B, and applying the payment method and payment frequency specified in Appendix B (the "Fee Schedule").
4. Limitations on Functions. In performing any and all Services under this Agreement: Advisor does not act as, nor has Advisor agreed to assume the duties of, a trustee of the Plan; Advisor has no discretion to interpret the Plan documents, or to take any other action with respect to the management, administration or any other aspect of the Plan; and Advisor shall not, and cannot, provide legal or tax advice to Client or the Plan. Client acknowledges that Advisor has no authority to direct the disbursement of funds from the Plan. Advisor shall have no obligation or authority to vote proxies on any of the investments held by the Plan, or to offer advice as to the voting of proxies.
5. Non-Exclusivity. Client understands that Advisor and its affiliates perform among other things, investment banking, research, brokerage, and investment advisory services for other clients. Client recognizes that Advisor, or any of its affiliates, may give advice and take action in the performance of its duties to such other clients (including those who may have similar retirement plan arrangements as Client) which may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose on Advisor, or any of its affiliates or personnel, any obligation to advise Client with respect to the Plan, including the Services provided by Advisor under this Agreement, or any of its affiliates or personnel, in the same manner as it may advise any of its other clients. Client also acknowledges that Advisor and its affiliates or personnel may, by reason of its investment banking or such activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that Advisor is unable to divulge to Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.
6. Representations of Client. Client represents and warrants as follows:
 - (a) The Plan is not subject to the Employee Retirement Income Security Act of 1974. The Plan is in compliance with all applicable requirements of the Internal Revenue Code of 1986, as amended.

(b) Client has the power and authority to designate and direct investments under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of this authority. D.A. Davidson may at all times rely on the fact of such authorization without any duty to investigate into either the authenticity or extent thereof of such authorization; and the party or parties designated as authorized signatories constitute(s) all of the proper and necessary authorized signatories.

(c) Client acknowledges that federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, when you open an account with us, we will ask for your name, address, and other information that will allow us to identify you and your authorized persons. We may also request to see additional documentation, which could include information relating to the persons authorized to transact business in this Account.

(d) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the Client's and the Plan's governing instruments and/or applicable laws. If Client's trade or business is incorporated, Client represents that the execution of the Agreement has been duly authorized by appropriate corporate action and agrees to provide such supporting documentation as may be reasonably required by Advisor. This Agreement is a valid and binding obligation of Client.

(e) Upon request, Client shall deliver to Advisor true and accurate copies of the governing Plan documents including without limitation any and all amendments thereto.

(f) Client acknowledges receipt of Advisor's investment advisory services disclosure document (Form ADV, Part 2). Client undertakes to review and consider the contents of the disclosure document, in particular, the provisions relating to compensation, interests in transactions and potential conflicts of interest, as well as the remainder of the disclosure document which contains information concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

(g) All information provided to Advisor by Client or other service providers to the Plan (whether provided orally or in writing) that is necessary for Advisor to carry out its duties hereunder that is provided by Client, Client's representatives or Client's other service providers, is and shall be true, correct and complete in all material respects. To the fullest extent permissible under applicable law, Advisor may rely on all such information without independent verification. Client shall promptly notify Advisor in writing of any material change in the information provided to Advisor and promptly provide any such additional information as may be reasonably requested by Advisor.

(h) Client acknowledges that investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable; and further that Adviser does not and cannot guarantee financial results.

7. Representations of Advisor. Advisor represents as follows:

(a) It is registered as an investment adviser with the Securities and Exchange Commission, under the Investment Advisers Act of 1940.

(b) It 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. This Agreement constitutes a valid and binding agreement of Advisor.

(c) Advisor will receive the compensation disclosed in Appendix B only.

8. Confidentiality. All information and advice furnished by either Party to this Agreement to the other, including its representatives, agents and employees, shall be treated as confidential, shall not be used for any purpose other than as contemplated by this Agreement and shall not be disclosed to any third party except as agreed upon in writing, as required by law or as required in order for Advisor to perform the Services hereunder. Notwithstanding the above, by signing this Agreement, Client authorizes Advisor to give a copy of this Agreement to the Plan's custodian and/or recordkeeper. In addition, Client grants Advisor authority to discuss, disclose, and provide confidential Client information to outside attorneys, auditors, consultants and any other professionals retained by Advisor to assist it in the performance of the Services. Client also acknowledges that Advisor may, by reason of its other activities as described in Section 5 above, from time to time acquire confidential information from third parties. Client acknowledges and agrees that Advisor is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

9. Standard of Care. Except as provided otherwise in Appendix B or the Investment Advisers Act of 1940, only an act of intentional misconduct or gross negligence shall constitute a violation of the standard of care, as to the Services provided by Advisor. In no event shall Advisor be liable for any indirect, special, consequential or exemplary damage with respect to the Services hereunder. Notwithstanding the above, nothing in this Agreement shall be construed in such a way as to be in violation of federal or state securities laws, or as a waiver of any rights that the client and/or Plan may have under securities laws which, by law, cannot be waived.

10. Termination. Either Party may terminate this Agreement upon 60 days (or such other period as the Parties may agree upon) written notice to the other Party. Upon the effective date of such termination, Advisor shall no longer be obligated to provide Services under the Agreement, provided that Advisor shall be entitled to receive pro-rated payment in full for its Services provided prior to termination, as described in Appendix B. Such termination will not, however, affect the liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 9 and 11) shall survive any expiration or termination of this Agreement.

11. Arbitration Agreement. To the extent permissible under applicable law, all controversies between Client and Advisor or its affiliates, including any of Advisor's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by Advisor under this Agreement, or the construction, performance or breach of this or any other agreement between Advisor or an affiliate and Client, whether entered into prior to, on or subsequent to the date hereof, shall be settled by arbitration in Great Falls, Montana, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction. In this connection, Client acknowledges that:

(a) Arbitration is final and binding on the Parties.

(b) The Parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.

(c) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.

(d) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

12. General Provisions.

(a) This Agreement is not assignable by either Party without the prior written consent of the other Party.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

(c) Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service, or (iv) sent via electronic mail and confirmed in writing to:

If to Advisor:

D.A. Davidson & Co.
8 Third Street North
Great Falls, Montana 59401

If to Client: to the address set out on the signature page

or such other address or electronic mail as either Party shall have designated by notice in writing to the other. All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by electronic mail, or if mailed, on the third business day after being so mailed.

(d) If any one or more of the provisions of this Agreement (other than the provisions of Section 8) shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

(e) All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

(f) This Agreement constitutes and contains the entire understanding between the Parties and supersedes all prior oral or written statements dealing with the subject matter herein.

(g) Except to the extent preempted, the laws of the State of Montana shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof. All disputes, actions or controversies arising out of or related to this Agreement or any relationship created hereby between the Parties shall be settled by binding arbitration in accordance with Section 11, where permitted, in Great Falls, Montana.

(h) This Agreement may be modified by a written agreement signed by the Parties. This Agreement may also be modified, including without limitation the services to be provided by Advisor or the fees charged by Advisor, in the manner set forth herein.

Advisor may propose to increase or otherwise change the fees charged, to change the services provided or otherwise modify this Agreement by giving Client reasonable advance notice of the proposed change. The notice shall be given in the manner described in this Agreement. The notice will (1) explain the proposed modification of the fees, services or other provisions; (2) fully disclose any resulting changes in the fees to be charged as a result of any proposed change in the services or other changes to this Agreement; (3) identify the effective date of the change; (4) explain Client's right to reject the change or terminate this Agreement; and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the proposed change(s) before the date on which the change(s) become

effective Client will be deemed to have consented to the proposed change(s).

If Client objects to any change to this Agreement proposed by Advisor, Advisor shall not be authorized to make the proposed change. In that event Client shall have an additional 60 days from the proposed effective date (or such additional time beyond 60 days as may be agreed by Adviser) to locate a service provider in place and instead of Advisor. If at the end of such additional 60 day period (or such additional time period as agreed by Advisor), the Parties have not reached Agreement on the proposed changes, this Agreement shall automatically terminate.

(i) The Parties acknowledge that the Services and information related to the Plan are provided through electronic means. Client represents that it has provided to Advisor a valid electronic mail address ("E-Mail Address") and consented to having communication between Client and Advisor sent to that E-Mail Address ("Advisor Communications"), and Client represents to Advisor that its E-Mail Address allows it to read and print Advisor Communications. Client agrees that such electronic delivery shall be deemed by Advisor as effective delivery to Client whether or not Client accesses or reviews the Advisor Communications. To receive electronic delivery of Advisor Communications, Client represents to Advisor that it has a computer with Internet access and an E-Mail Address. Client also represents to Advisor that it can download and save or download and print Advisor Communications so as to retain the Advisor Communication for its records. Client may withdraw or revoke its consent to receiving Advisor Communications electronically at any time by notifying Advisor. However, by doing so, Client understands that it may affect its ability to use the Services.

[signatures appear on next page]

The Parties have caused this Agreement (which includes a binding arbitration provision as set forth in Section 11) to be executed by their duly authorized representatives as of the date set forth above.

The City of La Vista (Nebraska)

D.A. Davidson & Co.

8116 Park View Blvd.

450 Regency Pkwy, Ste. 400

La Vista, NE 68128

Omaha, NE 68114

Plan Name: City of La Vista (Seven Total Plans) Four: City of La Vista 401(a) Plans

Three: City of La Vista 457 Plans

By: _____

By: _____

Hon. Douglas Kindig

Jeff Ziemba, AIF®, CPFA, CRPS®

Responsible Plan Fiduciary

Financial Advisor

Date: _____

Date: _____

By: _____

D.A. Davidson Authorized Signer

Date: _____

APPENDIX A SERVICES

Advisor shall perform all services evidenced by the mark next to the item:

Services	Description
<input checked="" type="checkbox"/> Vendor Searches	Assist in performing a vendor (recordkeeper/investment platform) search including the preparation, distribution and evaluation of request for proposals, as well as assistance in conduction finalist interviews and conversion support (if Client converts to another vendor) . Client shall have the ultimate responsibility and authority to select the vendor for the Plan.
<input checked="" type="checkbox"/> Plan Reporting	Prepare <u>quarterly</u> reports to monitor the independent investment managers' performance relative to the Plan's written investment policy. <i>(Additional reports requested outside of the agreed upon schedule may be subject to an additional fee)</i>
<input checked="" type="checkbox"/> Plan Meetings	Conduct <u>quarterly</u> meetings to review the Plan with the Plan investment committee. <i>(Additional meetings requested outside of the agreed upon schedule may be subject to an additional fee)</i>
<input checked="" type="checkbox"/> Investment Policy	Assist in the development of a written investment policy or review the existing investment policy, which establishes the specific standards and processes for investments of the Plan.
<input type="checkbox"/> Investment Advice (Non-discretionary)* * For the avoidance of doubt, the advice provided shall be limited to those investment alternatives available on the Plan platform or similar arrangement selected by the Client.	Provide non-discretionary investment advice to Client with respect to the selection, removal and replacement of investments for Client under the Plan in accordance with the Plan's investment policies (if any) and Client's objectives, other than excluded assets. Make recommendations regarding the removal and replacement of designated investment alternatives available under the terms of the Plan, other than excluded assets
<input checked="" type="checkbox"/> Discretionary Investment Advice (Investment Management)** ** For the avoidance of doubt, the investment management services provided shall be limited to those investment alternatives available on the Plan platform or similar arrangement selected by the Client. If this service is selected, one of the first three (3) payment methods in Appendix B must be selected.	Select, on a discretionary basis, the investments for Client under the Plan in accordance with the Plan's investment policies (if any) and Client's objectives, other than excluded assets. Remove and replace, on a discretionary basis, designated investment alternatives available under the terms of the Plan, other than excluded assets
Other Excluded Assets: <u>Additional Services: 1) Will assist Client with establishment of Plan procedures.</u> <u>2) Provide education meetings to Plan participants.</u>	

**APPENDIX B
FEE SCHEDULE**

Asset-based fees are calculated with reference to "basis points" (or "bps"). One (1) bps is equal to 0.01% of plan assets. For example, 10bps is equal to .10% of plan assets.

The Advisor's fees under this Agreement shall be \$29,000/annually or \$7,250/quarterly - total for all 7 plans.

In all cases the fees payable to Advisor shall be limited to the level dollar or asset-based fee described above, and in no case shall the amount of the Advisor's fees be influenced by the investment advice (whether non-discretionary or discretionary) provided by the Advisor under this Agreement.

 1. Bill to Client. Fees will be billed to Client and are due and payable within a reasonable period following receipt of the invoice. If not paid within 90 days, then Advisor will stop work.

 2. Direct Payment from Plan/Account Assets (Other than Revenue Sharing/Expense Account). Such fees are due and payable within a reasonable period after the date of Advisor's invoice to Client, with a copy to the custodian of the Plan's assets. Client hereby authorizes the custodian to pay such fees out of the Plan assets unless Client provides written objection to Advisor's invoice within 15 days after receipt. If the Advisor provides investment advice (whether non-discretionary or discretionary) with respect to one or more self-directed brokerage accounts of Client, Client hereby authorizes the direct payment of fees attributable to such services from the affected brokerage accounts according to the same timing rules set forth in the previous sentence.

☒ **3. Direct Payment from Plan Assets – Revenue Sharing/Expense Account.** Fees will be paid from an account maintained by the Plan's custodian/recordkeeper. The custodian/recordkeeper collects all third party indirect payments (e.g., 12b-1 fees, revenue sharing payments, etc.) and holds them in a compensation account that is used to pay the fees of other service providers, including those of Advisor. The Plan custodian/recordkeeper will provide Client with a breakdown showing the service providers paid from this account and the amounts being paid, plus an annual reconciliation of the total payments. Advisor shall have no responsibility to ensure that Client receives such notice. To the extent that the account does not hold sufficient assets to pay Advisor's fee, Plan assets will be debited.

 4. Indirect Payment from Plan Vendor. Pursuant to an arrangement with the Plan's third-party vendor, _____, it is intended that the Advisor will be compensated for all its services under this Agreement through 12b-1 fees generated by the Plan's mutual fund investments; provided that the arrangement provides that the Advisor shall receive the same level of 12b-1 fees with respect to all investment alternatives available to the Plan under the vendor's platform, which correspond to the asset-based fee set forth above in this Appendix B (any excess over such fee shall be paid to or otherwise credited to the Plan).

If this (fourth) option is selected:

- (i) for the avoidance of doubt, the Plan shall at all times remain responsible for paying Advisor's fees, provided that the Parties intend that these contractual fee obligations shall be offset (reduced) on a dollar-for-dollar basis by the 12-b1 fee revenue, with any excess paid or credited to the Pla; and
- (ii) for the further avoidance of doubt, no provision under "Payment Frequency, Etc." below shall be construed as prohibiting the calculation of the Advisor's fee on a daily asset basis by the Plan's third-party vendor.

Payment Frequency, Etc.

The Advisor's fees shall be invoiced or otherwise paid as described above, according to the following frequency, and either in advance or in arrears, as selected and evidenced by the mark next to the selection:

_____ Monthly, In Advance

_____ Monthly, In Arrears.

_____ Quarterly, In Advance

_____ Quarterly, In Arrears

_____ Annually, In Advance

_____ Annually, In Arrears

If any of the fees paid to Advisor are shown above as a percentage of assets, such fees shall be based on the value of the Plan's assets as of the last business day of (i) the preceding calendar month/quarter if payable monthly/quarterly in advance; (ii) the applicable calendar month/quarter if payable monthly/quarterly in arrears; (iii) the preceding calendar year if payable if payable annually in advance; or (iv) the applicable calendar year if payable annually in arrears, in each case as determined by the custodian. The fees for a partial period shall be prorated based on the number of days in the month, quarter or year (as applicable) during which Advisor provided Services hereunder, and in the case of fees payable in advance, any previously paid but unearned fees (as to the portion of a period after Advisor ceases to provide Services) shall be refunded to the Plan in full.

No fees or other compensation under this Agreement shall be paid among the Advisor and any affiliate or subcontractor that is set on a transaction basis or is charged against the Plan's investments. In addition, Advisor shall receive no special compensation if this Agreement should be terminated, other than its normal fees (see above) prorated through the effective date of termination.

Ver. May 23

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2024 AGENDA**

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

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with Always Designing for People (ADP) and the negotiation of a contract for the implementation of a new Human Resources Information System (HRIS) in an amount not to exceed \$47,000.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for this project. Projected annual savings of \$17,930 plus reduced labor costs.

RECOMMENDATION

Approval.

BACKGROUND

A team was formed in 2020 to select and evaluate the requirements for a new Human Resource Information System (HRIS). The HRIS is a unified system that manages an employee's life cycle from their first to last day of employment. Currently, multiple programs from different providers are used by the City to perform various Human Resources functions. The problem with using multiple systems is that they do not communicate with each other and rely primarily on manual entry, which requires a lot of manpower and can lead to human error. To address this issue, the team was made up of staff from different levels and departments to conduct an assessment to determine the functions and features needed to provide the best HRIS for the City

In December 2023, a Request for Proposals (RFP) was issued, and three responses were received. Two vendors that met the RFP requirements were selected to move forward. The annual pricing for the two vendors was as follows:

- ADP: \$38,252 with additional one-time implementation costs of \$8,000
- UKG: \$68,313 annually and \$31,375 for implementation

The HRIS team's input and preferences resulted in the recommendation to purchase the Always Designing for People (ADP) system. The City's current expenditure on multiple systems is \$56,182 annually. By selecting the ADP system, the City will save \$17,930 per year due to ADP's 10-year lock guarantee per employee on the annual service fee. Furthermore, the ADP system offers self-service capabilities and reduces the need for manual entry, leading to increased efficiencies in the Human Resources Department.

In conclusion, the Always Designing for People system is the best choice for the City's HRIS needs. It offers a comprehensive, unified system that is easy to use, accurate, and cost-effective. By selecting ADP, the City will save money, reduce errors, and improve the overall efficiency of its Human Resources functions.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ALWAYS DESIGNING FOR PEOPLE (ADP) FOR THE IMPLEMENTATION OF A HUMAN RESOURCES INFORMATION SYSTEM IN AN AMOUNT NOT TO EXCEED \$47,000.00.

WHEREAS, the City Council of the City of La Vista has determined that a Human Resources Information System is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes 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 that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Always Designing For People (ADP) for the implementation of a Human Resources Information System in an amount not to exceed \$47,000.00.

PASSED AND APPROVED THIS 2ND DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Sales Order

Quote Number 0252024-44026



Company Information

City of La Vista
8116 Park View Blvd
La Vista, NE 68178-2112
United States

Executive Contact

Patricia Buehler
City Clerk
pbuehler@cityoflavista.org
(402) 331-4343

Recurring Fees and Considerations

Number of Employees: 175 on City Of La Vista



Per Processing

	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	175	-	\$50.00	\$6.42	\$1,173.50	\$30,511.00
<ul style="list-style-type: none"> • Essential Plus Payroll • Enhanced HR • HCM Analytics • Essential Learning • Benefits Administration • Health & Welfare Carrier Connections • Essential Time • Time Analytics 						
Employment and Income Verification	175	-	-	-	\$0.00	\$0.00
<ul style="list-style-type: none"> • Employment Verification 						



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
Workforce Now HCM Solutions	175	-	-	\$2.48	\$434.00	\$5,208.00
<ul style="list-style-type: none"> • Recruitment and Talent Acquisition • Recruiting Embedded Intelligence • Performance and Goal Management • Compensation Management 						
InTouch DX Bar Code Clock	1	-	-	\$160.00	\$160.00	\$1,920.00
Additional Jurisdiction (if applicable)		2+		\$11.00/month		
International Employees Rate (if applicable)				\$3.10/month		
Courier Delivery (if applicable)				\$20.00 per delivery		



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	175	-	-	\$3.50	\$612.50



Total Annual Investment

Total Annual

Workforce Now Services

\$38,251.50



Other Considerations

	Count	Rate	Total
Hardware and Other Fees			
<ul style="list-style-type: none"> • Standard Connections - Allstate • Standard Connections - BCBS (Blue Cross Blue Shield) • Standard Connections - VSP • Professional Services: Pay Check History Conversion • Professional Services: Historical Data Conversion • Employee Pay Rate (or Salary) History • Employee Position (or Job Profile) History 	1 1 1 1 1	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$500.00 \$500.00 \$500.00 \$0.00 \$0.00
Implementation			
<ul style="list-style-type: none"> • Implementation for Workforce Now Payroll Solutions • Implementation for Workforce Now HCM Solutions 			\$6,000.00 \$500.00

Sales Order

Quote Number 02-2024-45026 2



Total Other Considerations

Total Setup

Implementation and One-Time Fees

\$27,600.00

Discount Value

(\$19,600.00)

Total Net Implementation and One-Time Fees

\$8,000.00

Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Unemployment Claims in excess of the 10% claims cap will be billed at \$36.00 per claim. The fee for optional hearing representation is \$155.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

Client intends to use Direct Deposit and Paycard and be fully paperless for Employee Pay Statements using ADP Self Service and/or ADP Mobile App to view all Pay and W2 information. By doing so, ADP will not charge a delivery fee unless something is in fact delivered.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send invoices to pbuethe@cityoflavista.org

Expiration Date: 7/31/2024

Important Professional Services Information

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work.

Summary

Estimated Annual Net Investment:	<u>\$38,251.50</u>	Total Net Implementation:	<u>\$8,000.00</u>
----------------------------------	--------------------	---------------------------	-------------------

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.

Client: City of La Vista

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Insights for Employee Issue Resolution
- Online Reports and Pay Statements
- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant
- Wisely Pay Card Services

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Communication Broadcasts
- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Employee Feedback and Sentiment Surveys

HCM Analytics

- Pre-Configured Key Performance
- Executive Dashboard
- Ability to Customize Additional KPIs
- Pay Equity Storyboard

Essential Learning

- 50 pre-packaged high quality compliance and development courses
- Supports all content formats (including SCORM, xAPI, MP3, MP4, PDF etc.)
- Employee self-enrollments, accessible on Desktop and ADP Mobile App
- Upload custom training content (employee-created or sourced from third-parties)
- Actionable course tracking dashboards and custom reporting capabilities
- Publish & track Instructor-led trainings (hosted virtually or in physical classrooms)

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms
- Dependent & Beneficiary Tracking
- Employee Open Enrollment with Personalized Decision Support
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing

Health & Welfare Carrier Connections

- Integration with insurance carriers for enrollment and eligibility
- Real-time API integration with strategic carrier partners
- Pass changes tied to new hires, life events, open enrollment and terminations
- EDI integration for enrollment and eligibility with more than 700 carrier partners

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content
- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

Time Analytics

- Pre-Configured Key performance
- Executive Dashboards
- Ability to Customize Additional KPI's

Recruitment and Talent Acquisition

- Embedded Intelligence
- Requisition management and reporting
- Talent communities
- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text

Workforce Now Included Services

- Interview scheduling and offer letter management

- Industry and Geographic Compensation Benchmarks

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Compensation Management

- Employee Goal Management
- Manager Dashboard
- Succession Planning

Compensation Management

- Performance & Award Alignment
- Configurable Merit Matrix

- Budget and Award Guidelines
- Configurable Workflow

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Client access to Electronic Reports and Tools
- Immigration Verifications

Implementation Support and Data Conversion

- Pay Rate (or Salary) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

- Position (or Job Profile) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

Thank you for your consideration



ADP, INC. GUARANTEED PRICE AGREEMENT

Client Name: City Of La Vista

Effective Date: 07/12/2024

Expiration Date: 07/12/2034

Customer #(s):

Contact Name: Wendy Lowery

Contact Email: wlowery@cityoflavista.org

Requested By: Josh Nelson

Contact Phone: 402-593-6421

ADP, Inc. ("ADP") is pleased to provide City Of La Vista ("Client") with a guaranteed price agreement (the "Price Agreement"), which shall govern any increases in fees to the Services (as defined in section 1 below) purchased by Client for the next 120 month(s), subject to the terms and conditions set forth in this Price Agreement. In consideration of the mutual agreements set forth below, ADP and Client agree as follows:

1) Price Increase: For the next 120 month(s) commencing with the Effective Date of this Price Agreement, ADP will increase prices per the schedule below for the processing services (the "Services") listed in section 1a that Client is receiving or shall receive as of the Effective Date.

1a) Included Services:

- Payroll
- HCM
- TLM

1b) Processing Services:

<u>Year #</u>	<u>Guaranteed Price Period</u>	<u>Increase %</u>	<u>Increase Date</u>
1	07/12/2024 to 07/11/2025	0.00%	07/12/2024
2	07/12/2025 to 07/11/2026	0.00%	07/12/2025
3	07/12/2026 to 07/11/2027	0.00%	07/12/2026
4	07/12/2027 to 07/11/2028	0.00%	07/12/2027
5	07/12/2028 to 07/11/2029	0.00%	07/12/2028
6	07/12/2029 to 07/11/2030	0.00%	07/12/2029
7	07/12/2030 to 07/11/2031	0.00%	07/12/2030
8	07/12/2031 to 07/11/2032	0.00%	07/12/2031
9	07/12/2032 to 07/11/2033	0.00%	07/12/2032
10	07/12/2033 to 07/11/2034	0.00%	07/12/2033

Items specifically excluded from this agreement are delivery, reverse wire fees, jurisdiction fees, year-end fees, and maintenance fees. In the month following the Expiration Date, Client's prices will be subject to the same price increases applied to its other clients of similar size and product utilization unless a renewal agreement is signed by both parties.

2) Guaranteed Term: As consideration for the Price Agreement, Client agrees to purchase the Services for a minimum guaranteed term of 120 month(s) commencing with the Effective Date of this Price Agreement and thereafter Client's agreement to purchase the Services shall remain in effect until terminated by Client or ADP in accordance with the terms of the ADP Major Accounts Agreement (or such equivalent ADP terms and conditions or agreement governing the provision and receipt of ADP Services including but not limited to any product specific terms set forth in such agreement) between ADP and Client (the "ADP Services Agreement").

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN CLIENT AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES. IN THE EVENT CLIENT HAS AN EXISTING PRICE AGREEMENT IN PLACE, THIS AGREEMENT REPLACES ANY PRIOR PRICE AGREEMENT GOVERNING THE SAME SERVICES.



ADP, Inc.

City Of La Vista

Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

NOTE: THIS PRICE AGREEMENT IS VALID ONLY IF SIGNED BY BOTH PARTIES WITHIN 30 DAYS OF THE DATE OF CREATION. THE AGREEMENT MUST BE SIGNED BY 04/14/2024 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2024 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement of bids for the installation of road and pedestrian lighting within Central Park. The proposed lighting will cover the former golf course clubhouse areas, the trails within Central Park, and Central Park Plaza from The Link to the exits at Edgewood Boulevard and Park View Boulevard.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

As part of the redevelopment work continuing within City Centre and in Central Park, and in consultation with the Civic Center Park Master Plan, a series of trails and road connections have been built or reconstructed. To provide for safe nighttime access and security, staff is proposing the installation of lighting along these trail segments and roadways within Central Park.

Preparation of plans and specifications for this project have been completed by Alvine Engineering as a sub-consultant of RDG Planning and Design. The Engineer's estimate for the proposed work is \$550,464.00. The recommended schedule for bidding this work is:

Publish Notice to Contractors	April 10 th and 17 th , 2024
Open Bids	April 30 th at 10:00 am City Hall
Council Award Contract	May 21, 2024

The Notice to Contractors will also be posted on the City's website and at www.standardshare.com.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE CONSTRUCTION OF CENTRAL PARK PHASE III IMPROVEMENTS: CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING.

WHEREAS, the Mayor and Council have determined that the construction of road and pedestrian lighting in Central Park is necessary; and

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

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

Publish Notice to Contractors	April 10, 2024 and April 17, 2024
Open Bids	April 30, 2024 at 10:00am at City Hall
City Council Award Contract	May 21, 2024

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for the construction of Central Park Phase III Improvements: Central Park Road and Pedestrian Lighting.

PASSED AND APPROVED THIS 2ND DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

CENTRAL PARK PHASE III IMPROVEMENTS: CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING

Sealed proposals will be received by Pamela Bueth, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 30th day of April, 2024 for the installation of roadway and pedestrian lighting within La Vista's Central Park. At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements. The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated	Quantities
1	Selective Demolition, direct-bury wire (UG conduit)	900	L.F.
2	Selective Demolition, wood pole, 25' high	2	Ea.
3	Selective demolition	1	L.S.
4	Lighting Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	317	C.L.F.
5	Receptacle Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	206	C.L.F.
6	Lighting Circuits - PVC conduit, Sch. 40, 3/4" diameter, including terminations, fittings	157	L.F.
7	Receptacle Circuits - PVC conduit, Sch. 40, 3/4" diameter, including terminations, fittings	103	L.F.
8	Pull boxes, composite, weatherproof, type NEMA 3	70	Ea.
9	Lighting Circuits - Ground wire, copper, bare, solid, #8	158.5	C.L.F.
10	Receptacle Circuits - Ground wire, copper, bare, solid, #8	103	C.L.F.
11	Lighting Ground Rod - Ground wire, copper, bare, solid, #8	3	C.L.F.
12	Grounding rod, copper clad, 8' long, 1/2" diameter	59	Ea.
13	Grounding clamp, bronze, 1/2" diameter	59	Ea.
14	Trenching, Backfill	6970	L.F.
15	Direct-bore underneath existing paved surfaces	100	L.F.
16	Receptacle, duplex GFCI, 20A with box, weatherproof while-in-use cover, 3/4" PVC and wire	59	Ea.
17	Type SPB, 24ft pole, concrete base	28	Ea.
18	Type SPC, 16ft pole, concrete base	4	Ea.
19	Type SPE, 24ft pole, concrete base	22	Ea.
20	Type SPE-2, 24ft pole, concrete base	5	Ea.
21	Lighting Control, material	1	L.S.
22	Lighting Control, installation and commissioning	1	L.S.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Alvine Engineering Inc., Engineers for the City of La Vista.

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

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

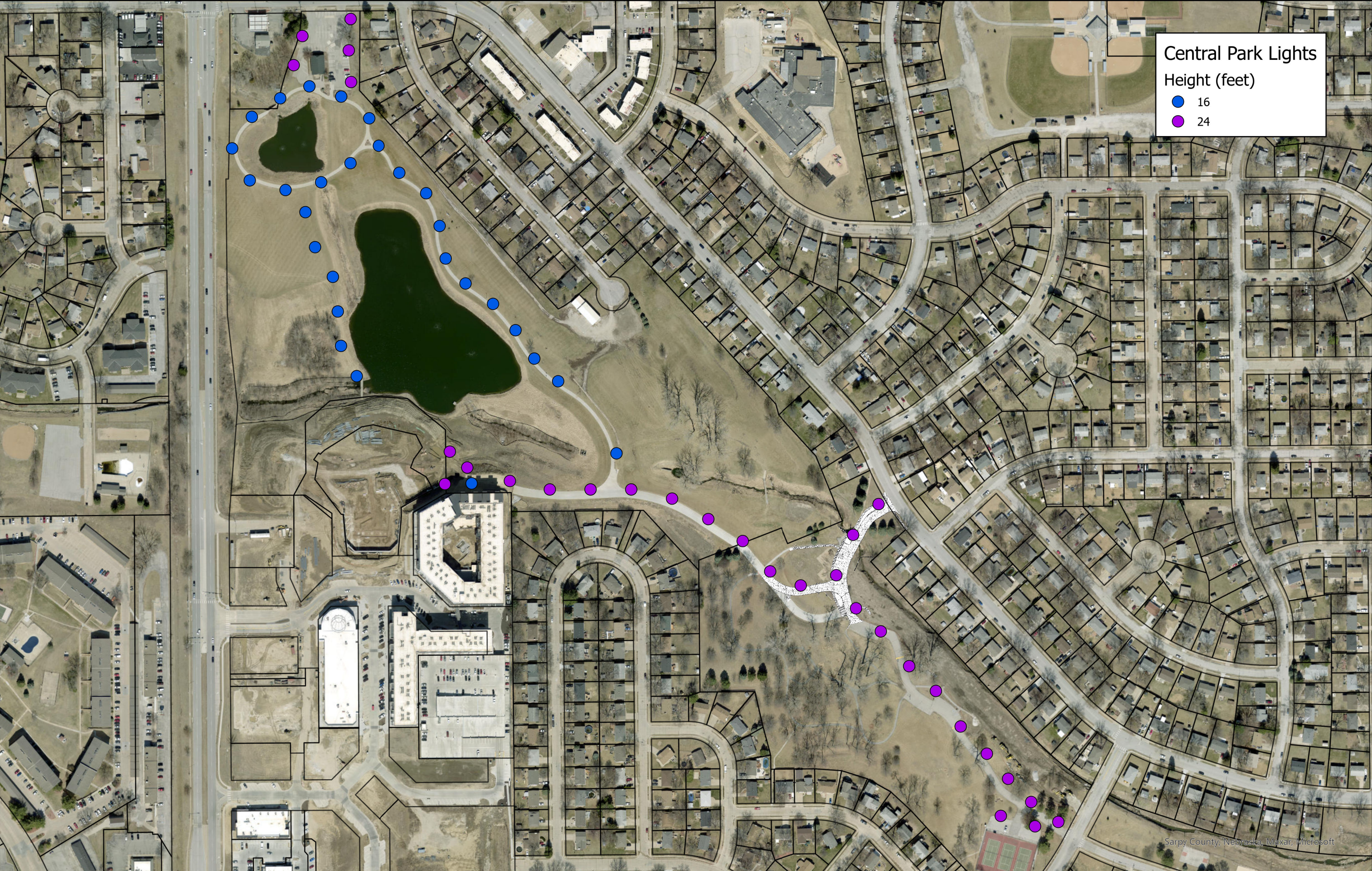
Drawings, Specifications and Contract Documents may be examined online at www.standardddigital.com. Search for the project name in the Plan Room found at www.standardddigital.com/the-plan-room. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital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

The City of La Vista, Nebraska reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Pamela Buethe, Clerk



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – REGULAR CAB TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) regular cab work truck from Husker Auto Group, Lincoln, NE in an amount not to exceed \$50,000.

FISCAL IMPACT

The FY23/FY24 Biennial Budget includes funding for this purchase.

RECOMMENDATION

Approval.

BACKGROUND

As part of the capital outlay component of the FY24 budget process the City Council funded the purchase of a truck. This truck is replacing vehicle 417 that was purchased in 2006 and has outlived its useful life. This vehicle will be utilized to transport event supplies, run recreational errands, and provide transportation for staff to and from alternative work locations. The cost of the vehicle has increased beyond the initial budgeted amount due to inflation. The FY24 budget can accommodate the increase in cost.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) REGULAR CAB WORK TRUCK FROM HUSKER AUTO GROUP, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$50,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Regular Cab Work Truck is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) Regular Cab Work Truck from Husker Auto Group, Lincoln, Nebraska in an amount not to exceed \$50,000.00.

PASSED AND APPROVED THIS 2ND DAY OF APRIL 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



6833 TELLURIDE DR LINCOLN NE 68521

CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | comes@huskerautogroup.com

**LA VISTA, 9900 PORTAL RD, LA VISTA NE
68128**

Prepared For: JEFF COX

402-331-8927 / CELL 402-214-7880

jcox@cityoflavista.org

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck





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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (✔ Complete)

Price Summary

PRICE SUMMARY

Commercial - Fleet pricing on a vehicle as specified & via GM Market Bid CE will be

Base Price	MSRP
Total Options	\$41,600.00
Vehicle Subtotal	\$3,235.00
Destination Charge	\$44,835.00
Grand Total	\$1,995.00
	\$46,830.00

TPW - Production

#42,477.00

Your Cost

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck MSRP:\$41,600.00

Interior:Jet Black, Cloth seat trim
Exterior 1:Summit White
Exterior 2:No color has been selected.
Engine, 5.3L EcoTec3 V8
Transmission, 10-speed automatic, electronically controlled

Vehicle is Tagged for you.

Thanks

Steve

OPTIONS

CODE	MODEL	MSRP
CK10903	[Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck	\$41,600.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
CGN	Chevytec spray-on bedliner, Black	\$545.00
CTT	Hitch Guidance	Inc.
E63	Durabed, pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (✔ Complete)

H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
KC4	Cooling, external engine oil cooler	Inc.
KNP	Cooling, auxiliary external transmission oil cooler	Inc.
KW7	Alternator, 170 amps	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled	Inc.
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
VK3	License plate kit, front	\$0.00
VQ2	Fleet Processing Option	\$0.00
Z82	Trailer Package	\$425.00

SUBTOTAL	\$44,835.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$46,830.00

FUEL ECONOMY

Est City:15 MPG
Est Highway:20 MPG
Est Highway Cruising Range:560.00 mi

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (✔ Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10903	2024 Chevrolet Silverado 1500 4WD Reg Cab 140" Work Truck	\$41,600.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

BODY CODE		
CODE	DESCRIPTION	MSRP
E63	Durabed, pickup bed (STD)	\$0.00

EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	\$1,595.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (✔ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QBN	Tires, 255/70R17 all-season, blackwall (STD)	\$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
Z82	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	\$425.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailer Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	\$395.00
JL1	Trailer brake controller, integrated (Requires (Z82) Trailer Package.)	\$275.00
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (V11), (VDJ), (VKZ) or (WEZ).)	\$545.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailer Package.)	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
VQ2	Fleet Processing Option	\$0.00
Options Total		\$3,235.00

Standard Equipment

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (✔ Complete)

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)

Durabed, pickup bed (STD)

GVWR, 6900 lbs. (3130 kg) (Regular Cab Long Bed model requires 4WD.)

Rear axle, 3.42 ratio

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (🟢 Complete)

Exterior

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)

Audio system feature, 2-speaker system (Requires Regular Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (Complete)

Interior

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry, with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone manual

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (✔ Complete)

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Silverado TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Silverado TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2024 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION: SURFACE PARKING LOT LOT 12 LA VISTA CITY CENTRE REPLAT 3	RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

Based on feedback from the City Council received after the February 20th City Council meeting the following questions were compiled for staff to investigate:

1. What's the Engineer's Cost Estimate for the proposed lot?

The following is a rough estimate of the cost for a 6" thick concrete parking lot. It is not a full estimate as we have not entered into design yet and not all the details that may affect the cost have not been determined.

Demolition	\$ 32,500
Earth Moving	\$ 36,000
Paving	\$ 247,500
Curbing	\$ 33,600
Sidewalk	\$ 37,625
Storm Sewer	\$ 36,250
<u>Parking Lot Lighting</u>	<u>\$ 15,000</u>
SUBTOTAL	\$ 438,475 (not including contingency or contractor OH&P)

DLR concluded that choosing asphalt paving over concrete would save approximately \$18,000 on the overall project cost.

Alternately, it is estimated that a 5" thick concrete parking lot would save approximately \$40,000 on the overall project cost.

2. Are curbs necessary for this parking lot?

Without the curbing and proper transmission of stormwater, the water will likely infiltrate behind the retaining walls and other features of The Link, causing significant long-term damage to this substantial investment.

3. What is the estimated cost of a gravel parking lot?

The estimated cost to construct a gravel parking lot is \$299,075.

4. What is the annual maintenance cost of a paved surface parking lot, compared to a gravel parking lot?

Annual Maintenance Cost for Paved Parking Lot:	
Maintenance (Snow removal, crack seal, etc)	\$40,000
Utilities	<u>\$ 2,500</u>
	\$42,500

Maintenance (Additional rock, Magnesium Chloride for dust suppression, etc)	\$ 163,200
Utilities	<u>\$ 2,500</u>
	\$ 165,700