

LA VISTA CITY COUNCIL MEETING AGENDA

October 1, 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**
- **Appointment – Park & Recreation Advisory Committee – Josephine Pohl – fill vacancy – 2 Year Term**
- **Oaths of Office – Mayor's Youth Leadership Council**

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 September 17, 2024 City Council Meeting**
3. **Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation – \$299,793.70**
4. **Request for Payment – League of Nebraska Municipalities – Membership Dues – \$55,098.00**
5. **Approval of Claims**

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

- **Lift Up Sarpy County Report**

• **Presentation – Health Plan Funding

B. Resolution – Approve Satellite Keno Location

C. Resolution – Approve Lease – City Copiers

D. 2024 Overlay Project – Granville East

1. **Resolution – Change Order No. 1**
2. **Request for Payment – Western Engineering – Professional Services – Edgewood Blvd, Valley Rd and Greenleaf Dr Pavement Rehabilitation – \$272,947.55**

E. Resolution – Authorize Request for Bids – Reflections Plaza

F. Resolution – Authorize Purchase – Field Lights – Sports Complex

G. Setting the Property Tax Levy for FY25

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

H. Executive Session – Contract Negotiations

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

****Amended September 30, 2024 4:00 p.m.**

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

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A-1

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MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING September 17, 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 September 17, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Chief of Police Schofield, Finance Director Harris, Community Development Director Fountain, Library Director Barcal, Recreation Director Buller, Human Resources Director Lowery and City Engineer Dows.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on September 4, 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.

Mayor Kindig called the meeting to order and made the announcements.

SERVICE AWARD: SUE TANGEMAN – 25 YEARS

Mayor Kindig recognized Sue Tangeman for 25 years of service to the City.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 3, 2024 CITY COUNCIL MEETING**
- 3. MONTHLY FINANCIAL REPORT – AUGUST 2024**
- 4. REQUEST FOR PAYMENT – LATITUDE SIGNAGE & DESIGN – PROFESSIONAL SERVICES – WAYFINDING – \$413.00**
- 5. REQUEST FOR PAYMENT – HGM ASSOCIATES INC. – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION - \$48,422.56**
- 6. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$25,509.89**

7. RESOLUTION – APPROVE PAYMENT – STORM DAMAGE CLEAN UP

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING PAYMENT TO HAPPY TREES, OMAHA, NEBRASKA FOR STORM DAMAGE CLEANUP IN AN AMOUNT NOT TO EXCEED \$14,000.00.

WHEREAS, the City Council of the City of La Vista has determined that storm damage cleanup is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska approve payment to Happy Trees, Omaha, Nebraska for storm damage cleanup at Camenzind Park and Central Park in an amount not to exceed \$14,000.00.

8. RESOLUTION 24-106 – APPROVE PAYMENT – STORM DAMAGE CLEAN UP

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO DOSTAL CONSTRUCTION, OMAHA, NEBRASKA FOR EMERGENCY REPAIR AND REPLACEMENT OF THE SURFACING AT GILES CORNER PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$30,288.00.

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

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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 Dostal Construction, Omaha, Nebraska for emergency repair and replacement of the surfacing at Giles corner park playground in an amount not to exceed \$30,288.00.

9. APPROVAL OF CLAIMS

1000 BULBS, supplies	553.12
AA WHEEL & TRUCK, maint.	240.12
ACTION BATTERIES, supplies	99.96
ACTIVE NETWORK, services	141.17
ADP, payroll & taxes	435,944.05
AKRS EQUIP, maint.	789.40
ALAMO DRAFTHOUSE, misc.	4,878.91
AMAZON, supplies	253.89
ARNOLD MOTOR, bldg & grnds	1,507.66
ASPEN EQUIP, maint.	739.00
BACON LETTUCE CREATIVE, services	2,592.50
BISHOP BUSINESS EQUIP, supplies	129.03
BLUE VALLEY PUBLIC SAFETY, supplies	2,164.80
BOK FINANCIAL, services	2,453,683.75
BRIAN SMILES, services	438.00
BS&A SOFTWARE, training	200.00
CENTER POINT, books	290.04
CITY OF OMAHA, services	274,241.98
COLONIAL LIFE INS, services	2,058.84
COLONIAL RESEARCH CHEM, supplies	355.20
COMP CHOICE, services	120.00
CONNECT FLEET, supplies	608.00
D & K PRODUCTS, supplies	230.00
DATASHIELD, services	60.00
DELL, supplies	203.48
DEMCO, supplies	387.57
DIAMOND VOGEL, supplies	463.00
ELEVATE ROOFING, services	672.92
ESRI, services	3,742.19
ESSENTIAL SCREENS, services	133.80
FERGUSON US HOLDINGS, bldg & grnds	45.98
FIRST RESP OUTFITTERS, supplies	177.93
FRAT ORDER OF POLICE, dues	1,965.00
GALVION BALLISTICS, supplies	2,807.92
GENERAL FIRE/SAFETY EQUIP, services	570.00
GRAMS, S, training	283.44
HELGET SAFETY SUPPLY, apparel	150.60
INGRAM LIBRARY SVCS, books	343.85
INLAND TRUCK PARTS & SVRC, maint.	281.54
JANITOR DEPOT, supplies	30.00
JE DUNN CONSTRUCTION, services	950,209.00
KANOPI, media	177.00
KENNETH J JANAK, services	1,200.00
KINDIG, D, travel	194.78
KRIHA FLUID POWER, bldg & grnds	404.02
LARSON, C, travel	101.91
LIBRARY IDEAS, books	5.00
LOWERY, W, training	233.50
LOWE'S, supplies	485.54
MEDICA INS CO, services	168,945.09

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MENARDS, supplies	725.43
METLIFE, services	1,161.34
MIDWEST TAPE, media	89.01
MISSIONSQUARE RETIREMNT, services	68,477.04
MOORE, J, services	1,000.00
NORM'S DOOR, maint.	1,071.00
NSG LOGISTICS, maint.	43,476.75
OCLC, media	197.46
OFFICE DEPOT, supplies	477.95
OMAHA WINNELSON, bldg & grnds	2.22
OMNI ENGINEERING, services	99.45
ONE CALL CONCEPTS, phones	570.60
PAPILLION TIRE, maint.	298.92
POLICE & FIREMEN'S INS, services	251.83
POTTER, T, services	1,600.00
RAINBOW GLASS, maint.	221.59
RESOURCE RENTAL, services	1,120.00
CANIGILA, R, services	1,850.00
SARPY COUNTY, services	4,627.00
SHI INTERNAT'L CORP, services	5,355.00
SIGN IT, supplies	18.00
SUBURBAN NEWSPAPERS, services	274.77
SWAIN CONSTRUCTION, services	111,109.52
SWANK MOTION PICTURES, media	765.00
TD2, services	480.00
TORNADO WASH, services	238.00
TRANS UNION RISK, services	75.00
TRANSPARENT LANGUAGE, services	1,000.00
UNION BANK & TRUST, services	50.00
UNITE PRIVATE NETWORKS, services	4,950.00
US BANK, supplies	33,729.03
VERMEER HIGH PLAINS, supplies	104.82
VISUAL EDGE IT, services	200.00
VOIANCE LANGUAGE, services	105.38
WELDON PARTS, maint.	928.95
WESTERN ENGINEERING CO, services	1,218,046.20
WESTLAKE HARDWARE, supplies	129.18
WHITE, S, services	1,000.00
WOODHOUSE FORD, maint.	46.20
ZOOM VIDEO, services	2,199.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Library Director Barcal reported on National GED Day and Teammates supported by Runza.

Recreation Director Buller reported on the 30th Anniversary Celebration of the Recreation Center on Thursday, September 26th.

City Engineer Dowse introduced Cox Communication who gave a Fiber Project update presentation.

B. INSURANCE BROKER AGREEMENT AND INSURANCE RENEWAL

1. RESOLUTION – INSURANCE BROKER AGREEMENT – ADDENDUM FIVE

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Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-107 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING ADDENDUM FIVE TO THE AGREEMENT WITH FIRST INSURANCE GROUP LLC DBA FNIC TO EXTEND THE EXPIRATION DATE OF THE INSURANCE BROKER SERVICES AGREEMENT THROUGH SEPTEMBER 30, 2025.

WHEREAS, The City of La Vista and FNIC entered into an Agreement dated June 5, 2019 ("Agreement"); and

WHEREAS, the original term of the Agreement was for October 1, 2019 through September 30, 2020 and an addendum has been approved each year to continue service; and

WHEREAS, The City of La Vista and FNIC wish to execute Addendum Five to extend the expiration date of the Agreement to September 30, 2025

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approves Addendum Five to the agreement with FNIC to extend the expiration date of the Agreement to September 30, 2025 and authorizes the Mayor to execute said addendum.

Seconded by Councilmember Quick. Mark Frantz with FNIC gave an overview. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

2. MOTION TO RECEIVE AND FILE – INSURANCE RENEWAL – PROPERTY, LIABILITY AND WORKERS COMPENSATION

Councilmember Sell made a motion to receive and file – Insurance Renewal – Property, Liability and Workers Compensation. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

C. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – PIZZOPIE LLC DBA PIZZA WEST

1. PUBLIC HEARING

At 6:28 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Approval of Class C Liquor License Application – PizzOPie LLC dba Pizza West.

At 6:28 p.m. Councilmember Frederick made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: None. Abstain: Hale. Absent: Wetuski. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-108 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 PIZZOPIE, LLC DBA PIZZA WEST IN LA VISTA, NEBRASKA.

WHEREAS, PizzOPie, LLC dba Pizza West, 12040 McDermott Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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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 PizzOPie, LLC dba Pizza West, 12040 McDermott Plaza, La Vista, Sarpy County, Nebraska.

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

D. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – SOUND STUDY

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-109 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MJHW, INC., CARROLLTON, TEXAS TO PROVIDE AN UPDATE TO THE 2017 SOUND STUDY IN RELATION TO THE ASTRO AMPHITHEATER IN AN AMOUNT NOT TO EXCEED \$13,000.00.

WHEREAS, the Mayor and City of La Vista has determined that the update to the sound study is necessary; and

WHEREAS, an RFP process was completed and on November 1, 2016, the City Council selected AECOM Economics to prepare a feasibility study for a proposed amphitheater; and

WHEREAS, AECOM subcontracted with WJHW, Inc. to provide sound study services in relation to the New Amphitheater Feasibility Study project; and

WHEREAS, the FY23/24 Biennial Budget contains funding for this study; 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 expenditure over \$5,000.00.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve the professional services agreement with WJHW, Inc., Carrollton, Texas, to provide certain professional services to update a prior sound study in an amount not to exceed \$13,000 subject to any specified conditions of Council and any revisions that the City Administrator may determine necessary or advisable.

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

E. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – PARKING GARAGE AND BRIDGE INSPECTIONS

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-110 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HGM ASSOCIATES INC. FOR BRIDGE AND PARKING GARAGE INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$12,600.00.

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

WHEREAS, the FY25/FY26 Biennial Budget provides funding for these services; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with HGM Associates Inc. for bridge and parking garage inspection services in an amount not to exceed \$12,600.00.

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

F. 84TH STREET REDEVELOPMENT AREA – EASEMENTS FOR PUBLIC IMPROVEMENTS ON LOT 12 LA VISTA CITY CENTRE REPLAT 3

1. RESOLUTION – APPROVE ENCROACHMENT EASEMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-111 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN ENCROACHMENT EASEMENT AGREEMENT IN CONNECTION WITH PUBLIC IMPROVEMENTS TO BE CONSTRUCTED ON LOT 12, LA VISTA CITY CENTER REPLAT THREE.

WHEREAS, the City of La Vista owns and will construct certain public improvements on Lot 12, La Vista City Centre Replat Three that will encroach upon Lot 1 La Vista City Centre Replat Four and Lot 11 La Vista City Center Replat Three; and

WHEREAS, La Vista City Centre, LLC or any affiliated entity of La Vista City Centre, LLC, as owner of Lot 1 La Vista City Centre Replat Four and Lot 11 La Vista City Center Replat Three, finds the encroachments upon Lot 1 La Vista City Centre Replat Four and Lot 11 La Vista City Center Replat Three acceptable and is willing to grant the City of La Vista an easement for such encroachments; and

WHEREAS, a proposed Encroachment Easement Agreement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Encroachment Easement Agreement as presented, subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer determines necessary or appropriate ("Easement").

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Easement and to take all other actions as he determines necessary or appropriate to carry out this Resolution or the Easement.

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

2. RESOLUTION – APPROVE CONSTRUCTION, GRADING, AND SITE PREPARATION EASEMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-112 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONSTRUCTION, GRADING AND SITE PREPARATION EASEMENT IN CONNECTION WITH PUBLIC IMPROVEMENTS TO BE CONSTRUCTED ON LOT 12, LA VISTA CITY CENTER REPLAT THREE.

WHEREAS, the City of La Vista ("City") owns and will construct certain public

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improvements on Lot 12, La Vista City Centre Replat Three; and

WHEREAS, La Vista City Centre LLC, ("Redeveloper") owns Lot 1 La Vista City Centre Replat Four and Lot 11, La Vista City Centre Replat Three (together "Redeveloper Property"); and

WHEREAS, the City requires an easement over the Redeveloper Property for the purposes of construction, grading and site preparation on Lot 12, La Vista City Centre Replat Three, and Redeveloper desires to grant such easement; and

WHEREAS, a proposed Construction, Grading and Site Preparation Easement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Construction, Grading and Site Preparation Easement as presented, subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer determines necessary or appropriate ("Easement").

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the Easement and to take all other actions as he determines necessary or appropriate to carry out this Resolution or the Easement.

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

G. RESOLUTION – AUTHORIZE PURCHASE – POLICE EQUIPMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-113 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF POLICE EQUIPMENT FROM KIESLER POLICE SUPPLY, JACKSONVILLE, INDIANA IN AN AMOUNT NOT TO EXCEED \$40,616.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of fifty (50) Glock 45M0S6 GEN5 9mm pistols with Holosun 509T red dot sights are necessary, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of fifty (50) Glock 45M0S6 GEN5 9mm pistols with Holosun 509T red dot sights from Kiesler Police Supply, Jacksonville, Indiana in an amount not to exceed \$40,616.00.

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

H. RESOLUTION – DECLARE EQUIPMENT SURPLUS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-114 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized the following equipment: 1 Vinyl gym floor covering system, 2 Adaptive Pottery Wheels, 1 Shuffleboard and 2 Billiards Tables to be surplus; and

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WHEREAS, the City Administrator and Recreation Director recommend that the above mentioned items be declared surplus and sold.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the following equipment: 1 Vinyl gym floor covering system, 2 Adaptive Pottery Wheels, 1 Shuffleboard and 2 Billiards Tables be declared surplus property and sold.

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

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

Councilmember Thomas motioned to move Comments from the Floor up on the agenda ahead of item 1. Executive Session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

I. EXECUTIVE SESSION – PERSONNEL

At 6:56 p.m. Councilmember Quick made a motion to go into executive session for the protection of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:15 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig provided an update on the Reflections Plaza and a legislative bill.

At 7:20 p.m. Councilmember Hale made a motion to adjourn the meeting. Seconded by Councilmember Ronan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

WEEKLY PROGRESS REPORT

CONTRACTOR: H.G.M.

PROJECT: East La Vista Sewer and Pavement Rehab.

PROJECT NO.: M376(228)

PROJECT STATUS: IN PROGRESS

WEEK ENDING DATE: 09/30/24

REPORT NO.: 74

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY	
	02 Jan 2024 Start of Phase 2. Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages			Paving - Total Value of Work This Period	\$60,424.71
SUNDAY 09/25/24	Temps 59/73, No work on site, No pay items	9	Y	Sewer - Total Value of Work This Period	\$39,674.74
MONDAY 09/26/24	Temps 59/74, HLL 0700-1700, MGM 0800-1700, weekly meeting Sewer crew continue with sewer lateral repair work at 7321, paving crew subgrade prep from 105-000 to 110-25 30' lanes prep for tomorrow paving. Trunk onsite for inspection testing: curb line elevation adjustment up for driveway at 7316. Pay items: 30' lanes new lat 13', 34' lanes new lat 12'	10	Y	Paving - Total Value of Work To Date	\$1,253,807.38
TUESDAY 09/27/24	Temps 59/72, HLL 0700-1630, MGM 0800-1630, Sewer crew work utilities from 7321 toward the intersection of 38th Street for location and depth of the various utilities in the area. Trunk on site CIPP 0850-0852 investigation. Paving crew finished subgrade prep and form installation from 105-04 to 110-03 11' 60' lanes. Installed new pavement, backfill on previously installed pavement, general cleanup. Pay items: 2P' cm paved 675 SY, 1P' subgrade prep 575 SY, 1P' Coral F' PCC 675 SY	11	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00
WEDNESDAY 09/28/24	Temps 59/70, HLL 0700-1630, MGM 0800-1630, sewer crew continue lateral repair work at 7304, note backwash their old point repair is correct. Paving crew set up and paved driveways and driveway approaches with aggregate from 7316 to 7320, west side of the road. General cleanup and some backfill. Pay items: 2P' Coral F' driveways, 1P' coral F' driveway, 3P' cm driveway 8.31 SY, 30' lanes new lat 14'-2"13', 34' lanes new lat 14', 20' lateral repair 50'F. Square pumping - a 15' payment.	10	Y	Total Value of Stored Materials Remaining To Date	\$0.00
THURSDAY 09/29/24	Temps 70/73, HLL 0700-1630, MGM 0800-1630, Sewer crew continue lat repair work 7317, paving crew removed forms, backfill and general cleanup for holiday weekend. Pay items: 30' cm paved 14', 40' driveways lat 14"	10	Y	Estimated Contract Value	\$ 4,822,982.10
FRIDAY 09/30/24	0.31" rain, HLL 0700-1630, MGM 0800-1630 (General cleanup by both the sewer and paving crews, all lanes of the roadway open to traffic and all previously installed driveways approaches and sidewalks to the opening end of work day for holiday weekend. CIPP liner review completed for installed liner and service lateral relocations, pay/retained quantities for 2024 with miles of migration cut off capped sections. Pay items: 200' mobilization CIPP 0300, #300 manhole lat 10', 300' liner lat 15'	7	Y	Percent Complete By Value	82%
SATURDAY 09/30/24	No work on site, holiday weekend.	0	Y	Contract Calendar / Work Days	\$51
				Calendar / Work Days Used To Date	517
				Percent Time Used	94%
Other Comments Note: CIPP Work has been reviewed and found to have some questionable service lateral openings cut out. Video and review documentation sent to contractor and City. CIPP Pre inspection and Jetting Paid for sections completed in 2024. Trunk reviewed and tentatively accepted CIPP sections paid. Note Trunk reviewing remaining 2024 installed CIPP. Payments to follow. As noted, liner installed has noted defects that need to be corrected for acceptance and payment.				% Retained Paving/Sewer	10.0000%
				Amount Retained to Date Paving	\$123,280.74
				Amount Retained To Date Sewer	\$174,898.32
				Net Amount Due To Date	\$2,581,388.47
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00
				Net Amount Due To Date Including Incentive Earned / Disincentive Assessed	\$2,581,388.47
				Total Previous Payments To Date	\$2,381,792.77
				Amount Due To Date	\$200,795.70

Paula 9-15-24
CONTRACTOR/NAME

Paula Pogge, HGM Associates, Inc. 15 Sept 2024
PROJECT REPRESENTATIVE/NAME/DATE

Paula Pogge, HGM Associates, Inc. 15 Sept 2024

PROJECT MANAGER/NAME

Paula 9/16/24
CONTRACTOR/NAME

9/16/24
CH TO PA
PMD 9/16/24
02-71-0917-CCU-SEWR13C01

SEWER = # 115,656.21
STREET = # 104,137.49

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bld Quantity	Bld Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$166,000.00	LS	-	\$0.00	100.0%	1.00	\$166,000.00
2	Paving 2	Remove Pavement	7,747.00	\$11.00	SY	675.00	\$7,425.00	90.0%	7,005.98	\$77,065.78
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	1.11	\$12.21	90.0%	627.92	\$6,807.12
4	Paving 4	Remove Sidewalk - Paving	7,396.00	\$2.00	SF	-	\$0.00	120.0%	6,875.37	\$17,760.74
5	5	Remove Concrete Curb and Gutter	1,760.00	\$12.00	LF	-	\$0.00	139.0%	2,433.70	\$29,204.40
6	6	Perform Cold Planning-Asphalt	25,920.00	\$0.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2' Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	2,660.00	\$187.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	6,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L65 - Paving	7,575.00	\$75.00	SY	675.00	\$50,625.00	97.0%	7,317.80	\$540,035.00
12	12	Construct 7" Concrete Pavement - Type L 65 - Paving	100.00	\$76.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	96.00	\$92.00	SY	-	\$0.00	36.0%	33.33	\$3,066.36
14	14	Construct Concrete Curb and Gutter	1,750.00	\$42.00	LF	-	\$0.00	139.0%	2,433.70	\$102,216.40
15	Paving 15	Construct 6" Driveway - Type L65 - Paving	841.00	\$69.00	SY	-	\$0.00	66.0%	552.49	\$32,506.01
16	16	Construct 6" Driveway - Type L65	60.00	\$32.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	876.00	\$2,362.50	29.0%	2,650.14	\$9,275.49
18	18	Adjust Utility Valve to Grade	12.00	\$300.00	EA	-	\$0.00	33.0%	4.00	\$3,200.00
19	19	Adjust Manhole to Grade	30.00	\$800.00	EA	-	\$0.00	3.0%	1.00	\$800.00
20	20	Remove & Replace Curb Inlet Top	6.00	\$3,200.00	EA	-	\$0.00	120.0%	6.00	\$19,200.00
21	21	Install Manhole Ring and Cover	8.00	\$700.03	EA	-	\$0.00	25.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	6.00	\$760.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0,0000	\$0.00	55.0%	0,5474	\$27,370.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$6.76	SF	-	\$0.00	144.0%	7,205.90	\$48,639.83
25	25	Construct 6" PCC Sidewalk	624.00	\$7.50	SF	-	\$0.00	102.0%	1,008.15	\$7,546.13
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	66.0%	888.38	\$12,577.04
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	-	\$0.00	58.0%	256.00	\$11,520.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	339.0%	817.60	\$32,709.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	46.0%	879.29	\$3,297.34
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	53.0%	1,020.12	\$3,000.36

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Intel Protection	2.00	\$125.00	EA	-	\$0.00	250.0%	5.00	\$625.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	527.0%	1,053.52	\$21,070.40
31	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	100.0%	1.00	\$144,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,052.00	\$11.00	SY	-	\$0.00	185.0%	9,346.46	\$102,709.05
S3	Sewer 3	Remove Concrete Driveway - Sewer	3,940.00	\$11.00	SY	-	\$0.00	26.0%	1,017.40	\$11,191.40
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	35.0%	2,499.20	\$4,998.40
S11	Sewer 11	Construct 7" Concrete Pavement - Type L85 - Sewer	7,077.00	\$75.00	SY	-	\$0.00	125.0%	8,893.29	\$664,740.76
S15	Sewer 15	Construct 8" Driveway - Sewer	1,916.00	\$59.00	SY	-	\$0.00	55.0%	1,053.00	\$62,127.00
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	26.0%	1,842.58	\$6,449.03
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$5.75	SF	-	\$0.00	34.0%	2,410.20	\$16,208.85
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	57.00	\$1,140.00	71.0%	3,825.42	\$76,508.40
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$65.00	LF	52.00	\$3,380.00	73.0%	3,547.09	\$230,580.85
35	35	Construct 8" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	3.0%	14.00	\$980.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	24.00	\$175.00	LF	-	\$0.00	1172.0%	281.33	\$49,232.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs , Over 16' Depth)	12.00	\$175.00	LF	5.00	\$875.00	42.0%	6.00	\$875.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,138.00	\$45.00	LF	-	\$0.00	33.0%	3,353.71	\$160,916.95
40	40	Install 18" CIPP Liner	927.00	\$85.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Instate Service Lines	310.00	\$100.00	EA	-	\$0.00	31.0%	97.00	\$9,700.00
42	42	CIPP End Seal, 8-In	79.00	\$165.00	EA	-	\$0.00	30.0%	24.00	\$4,680.00
43	43	CIPP End Seal, 15-In	9.00	\$260.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.60	LF	728.24	\$3,277.08	59.0%	6,933.49	\$31,200.71
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,065.00	\$3.00	LF	-	\$0.00	30.0%	3,353.71	\$10,081.13
48	46	Jet Existing Sanitary Sewer	11,005.00	\$2.75	LF	728.24	\$2,002.66	63.0%	6,933.49	\$19,087.10
47	47	Perform Cementitious Manhole Rehabilitation 46" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	10.0%	0.10	\$3,000.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	28.0%	0.28	\$5,600.00
51	51	Mobilization/DEMobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	0.60	\$20,000.00	100.0%	1.00	\$40,000.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bld Quantity	Bld Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	100.0%	100.00	\$11,680.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	200.0%	44.00	\$8,800.00
63	CO1 55	3/4" Limestone Pipe Bedding	217.00	\$29.50	Ton	-	\$0.00	75.0%	162.85	\$4,804.00
64	CO1A 56	Rebuild curb inlet/curb box	4.00	\$4,230.00	ea	-	\$0.00	175.0%	7.00	\$29,400.00
65	CO1A 57	Remove existing Inlets	3.00	\$500.00	ea	-	\$0.00	200.0%	6.00	\$3,000.00
66	CO2 66	Remove and replace 6" Sanitary Sewer Main S 71st St.	720.00	\$137.00	LF	-	\$0.00	100.0%	720.24	\$99,768.88

League of Nebraska Municipalities
402-476-2829
1335 L Street
Lincoln, NE 68508

23

Invoice

Date	Invoice #
8/1/2024	194220

Bill To
La Vista
8116 Park View Blvd.
La Vista, NE 68128-2198

P.O. No.	Terms
Rate	Amount
55,098.00	55,098.00
	0.00

Consent Agenda 10/1/24

01.00.0019

Total

\$55,098.00

ON 2/1/96

Please send a copy of this invoice with your payment.

League of Nebraska Municipalities
Annual Membership Dues History

Fiscal Year	Amount Paid	% Increase
25	\$ 55,098	0.140%
24	\$ 55,021	9.388%
23	\$ 50,299	2.850%
22	\$ 48,905	5.163%
21	\$ 46,504	0.241%
20	\$ 46,392	2.840%
19	\$ 45,111	7.124%
18	\$ 42,111	2.883%
17	\$ 40,931	2.922%
16	\$ 39,769	7.872%
15	\$ 36,867	8.858%
14	\$ 33,867	9.719%
13	\$ 30,867	

Check #	Check Date	Vendor Name	Amount	Voided
143201	09/18/2024	ADAM BOOGS	15,300.00	N
143202	09/18/2024	ALFRED BENESCH & COMPANY	25,509.89	N
143203	09/18/2024	BACHMAN, RACHEL	276.50	N
143204	09/18/2024	BARCAL, ROSE	352.00	N
143205	09/18/2024	DOG AND PONY PRODUCTIONS INC	4,000.00	N
143206	09/18/2024	GENUINE PARTS COMPANY-OMAHA	198.96	N
143207	09/18/2024	HAPPY MANGO BAKERY	86.40	N
143208	09/18/2024	HGM ASSOCIATES, INC.	48,422.56	N
143209	09/18/2024	JOSEPH HOLZAPFEL	200.00	N
143210	09/18/2024	LATITUDE SIGNAGE + DESIGN	413.00	N
143211	09/18/2024	LEAD INNOVATIONS	2,500.00	N
143212	09/18/2024	LEWIS, MELISSA N	350.00	N
143213	09/18/2024	O'REILLY AUTO PARTS	3,015.93	N
143214	09/18/2024	PAPILLION SANITATION	592.18	N
143215	09/18/2024	PETTY CASH	36.00	N
143216	09/18/2024	POKORNY, KEVIN L	352.00	N
143217	09/18/2024	RAMIREZ, RITA M	416.00	N
143218	09/18/2024	VERIZON WIRELESS	445.95	N
143219	09/18/2024	WESTLAKE HARDWARE INC NE-022	1,532.32	N
1261835(E)	09/18/2024	US BANK NATIONAL ASSOCIATION	61,299.32	N
1261848(A)	09/18/2024	FRATERNAL ORDER OF POLICE	1,965.00	N
1261849(A)	09/18/2024	POLICE & FIREMEN'S INSURANCE	255.66	N
1261850(A)	09/18/2024	UNION BANK & TRUST	50.00	N
7(E)	09/30/2024	POINT C HEALTH	7,089.35	N
1261851(E)	09/30/2024	ACTIVE NETWORK LLC	97.72	N
1261852(E)	09/30/2024	AMERICAN HERITAGE LIFE INSURANCE	463.59	N
1261853(E)	09/30/2024	BLACK HILLS ENERGY	1,420.15	N
1261854(E)	09/30/2024	BOK FINANCIAL	281,446.25	N
1261855(E)	09/30/2024	CENTURY LINK/LUMEN	555.58	N
1261856(E)	09/30/2024	CENTURY LINK/LUMEN	116.79	N
1261857(E)	09/30/2024	COX COMMUNICATIONS, INC.	1,217.15	N
1261858(E)	09/30/2024	DEARBORN NATIONAL LIFE INSURANCE	1,457.00	N
1261859(E)	09/30/2024	DEARBORN NATIONAL LIFE INSURANCE	7,617.05	N
1261860(E)	09/30/2024	GREAT PLAINS COMMUNICATION	1,084.19	N
1261861(E)	09/30/2024	GREATAMERICA FINANCIAL SERVICES	1,588.43	N
1261862(E)	09/30/2024	LINCOLN NATIONAL LIFE INS CO	7,345.74	N
1261863(E)	09/30/2024	MARCO INCORPORATED	153.87	N
1261864(E)	09/30/2024	METROPOLITAN UTILITIES DISTRICT	24,878.17	N
1261865(E)	09/30/2024	MID-AMERICAN BENEFITS INC	21,686.08	N
1261866(E)	09/30/2024	NE DEPT OF REVENUE-SALES TAX	366.07	N
1261867(E)	09/30/2024	OMAHA PUBLIC POWER DISTRICT	69,335.83	N
1261868(E)	09/30/2024	PAYROLL MAXX	2,488.25	N
1261869(E)	09/30/2024	PITNEY BOWES-EFT POSTAGE	1,277.00	N
1261870(E)	09/30/2024	ADP INC	415,812.11	N
1261871(E)	09/30/2024	MISSIONSQUARE RETIREMENT	70,057.71	N
1261872(E)	09/30/2024	ACTIVE NETWORK LLC	40.70	N
1261873(E)	09/30/2024	AMERICAN HERITAGE LIFE INSURANCE	463.59	N
1261874(E)	09/30/2024	CENTURY LINK/LUMEN	313.44	N
1261875(E)	09/30/2024	COLONIAL LIFE & ACCIDENT INS CO	2,084.30	N
1261876(E)	09/30/2024	COX COMMUNICATIONS, INC.	3.38	N
1261877(E)	09/30/2024	DEARBORN NATIONAL LIFE INSURANCE	1,395.00	N
1261878(E)	09/30/2024	DEARBORN NATIONAL LIFE INSURANCE	7,550.92	N
1261879(E)	09/30/2024	LINCOLN NATIONAL LIFE INS CO	7,339.40	N
1261880(E)	09/30/2024	MEDICA INSURANCE COMPANY	156,999.37	N
1261881(E)	09/30/2024	METLIFE	1,138.99	N
1261882(E)	09/30/2024	MID-AMERICAN BENEFITS INC	2,850.99	N
1261883(E)	09/30/2024	NE BANK F/K/A FARMERS STATE BANK	43,878.92	N
1261884(E)	09/30/2024	PETROS PACE FINANCE	31,984.27	N
143220	10/01/2024	ACCO UNLIMITED CORPORATION	2,415.22	N
143221	10/01/2024	AKRS EQUIPMENT SOLUTIONS, INC.	3,439.59	N

User: LALKEMA

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
143222	10/01/2024	ALKEMA, LINDSEY	164.00	N
143223	10/01/2024	AMAZON CAPITAL SERVICES, INC.	10,815.40	N
143226	10/01/2024	ARNOLD MOTOR SUPPLY	2,439.85	N
143227	10/01/2024	ASPEN EQUIPMENT COMPANY	191.52	N
143228	10/01/2024	AT&T MOBILITY LLC	98.42	N
143229	10/01/2024	AYALA, BRIAN	244.00	N
143230	10/01/2024	B STREET COLLISION CENTER	437.00	N
143231	10/01/2024	BABER, BRAD	284.00	N
143232	10/01/2024	BAKER & TAYLOR LLC	142.26	N
143233	10/01/2024	BATTERIES PLUS BULBS #073	174.98	N
143234	10/01/2024	BISHOP BUSINESS EQUIPMENT	1,591.15	N
143235	10/01/2024	BIZCO, INC.	1,741.30	N
143236	10/01/2024	BLUERIDGE ARMOR LLC	7,770.00	N
143237	10/01/2024	BOOT BARN	150.00	N
143238	10/01/2024	BSN SPORTS LLC	974.35	N
143239	10/01/2024	BUETHE, PAM	653.20	N
143240	10/01/2024	BURT, ZACHARY	244.00	N
143241	10/01/2024	CALENTINE, JEFFREY	2,506.57	N
143242	10/01/2024	CELLEBRITE INC	6,450.00	N
143243	10/01/2024	CENTER POINT, INC.	48.54	N
143244	10/01/2024	CHRISTINE R LOWERY	600.00	N
143245	10/01/2024	CINTAS CORPORATION NO. 2	1,164.42	N
143247	10/01/2024	COMMONWEALTH ELECTRIC CO/MID	1,150.93	N
143248	10/01/2024	CONCRETE SUPPLY, INC.	10,461.76	N
143249	10/01/2024	CONVERGINT TECHNOLOGIES LLC	2,855.04	N
143250	10/01/2024	CPI TELECOM	280.00	N
143251	10/01/2024	CROUCH RECREATION	4,835.00	N
143252	10/01/2024	CUMMINS SALES AND SERVICE	350.90	N
143253	10/01/2024	CVS PHARMACY	935.00	N
143254	10/01/2024	D & K PRODUCTS	4,683.50	N
143255	10/01/2024	DAIGLE LAW GROUP, LLC	320.00	N
143256	10/01/2024	DFC FLOORING SPECIALISTS	7,473.25	N
143257	10/01/2024	DOSTALS CONSTRUCTION COMPANY	30,288.00	N
143258	10/01/2024	DULTMEIER SALES LLC	162.50	N
143259	10/01/2024	ECHO GROUP INCORPORATED	137.93	N
143260	10/01/2024	EDGEWEAR SCREEN PRINTING	332.70	N
143261	10/01/2024	ELEVATE ROOFING	306.27	N
143262	10/01/2024	FASTENAL COMPANY	584.75	N
143263	10/01/2024	FERGUSON US HOLDINGS INC	99.70	N
143264	10/01/2024	FIRST RESPONDER OUTFITTERS, INC	135.48	N
143265	10/01/2024	FIRST WIRELESS INC	115.00	N
143266	10/01/2024	FITZGERALD SCHORR BARMETTLER	33,081.10	N
143267	10/01/2024	GALE	332.88	N
143268	10/01/2024	GALLS LLC	2,795.49	N
143269	10/01/2024	GALVION BALLISTICS LTD.	2,807.92	N
143270	10/01/2024	GENERAL FIRE & SAFETY EQUIP CO	1,313.75	N
143271	10/01/2024	GOPHER SPORT	226.86	N
143272	10/01/2024	GREGG YOUNG CHEVROLET INC	543.54	N
143273	10/01/2024	HAPPY TREES LLC	4,725.00	N
143274	10/01/2024	HOME DEPOT CREDIT SERVICES	766.94	N
143275	10/01/2024	HY-VEE INC	165.00	N
143276	10/01/2024	INDUSTRIAL SALES COMPANY INC	85.70	N
143277	10/01/2024	INGRAM LIBRARY SERVICES LLC	2,543.76	N
143278	10/01/2024	J & J SMALL ENGINE SERVICE	109.98	N
143279	10/01/2024	JANITOR DEPOT MIDWEST LLC	161.00	N
143280	10/01/2024	JONES AUTOMOTIVE INC	5,327.91	N
143281	10/01/2024	K ELECTRIC	9,919.59	N
143282	10/01/2024	KEYMASTERS LOCKSMITH	81.50	N
143283	10/01/2024	KIESLER POLICE SUPPLY	3,379.00	N
143284	10/01/2024	KIMBALL MIDWEST	368.60	N

User: LALKEMA

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
143285	10/01/2024	LABRIE, DONALD P	337.50	N
143286	10/01/2024	LOGAN CONTRACTORS SUPPLY	224.51	N
143287	10/01/2024	LOGO LOGIX EMBROIDERY & SCREEN	24.00	N
143288	10/01/2024	MAGNET FORENSICS LLC	4,085.00	N
143289	10/01/2024	MAINTAINX, INC	238.38	N
143290	10/01/2024	MARTIN ASPHALT - MONARCH OIL	372.00	N
143291	10/01/2024	MATHESON TRI-GAS INC	225.98	N
143292	10/01/2024	MCCASLAND, LYDIA	284.00	N
143293	10/01/2024	MENARDS-BELLEVUE	22.38	N
143294	10/01/2024	MENARDS-RALSTON	180.95	N
143295	10/01/2024	METRO AREA TRANSIT	954.00	N
143296	10/01/2024	MICHAEL TODD AND COMPANY INC	69.72	N
143297	10/01/2024	MICROFILM IMAGING SYSTEMS, INC.	4,200.00	N
143298	10/01/2024	MIDWEST TAPE	268.15	N
143299	10/01/2024	MIDWEST TURF & IRRIGATION	2,453.68	N
143300	10/01/2024	MOBOTREX, INC.	3,507.00	N
143301	10/01/2024	MOTOROLA SOLUTIONS INC	36,061.56	N
143302	10/01/2024	MSC INDUSTRIAL SUPPLY CO	216.38	N
143303	10/01/2024	NANCY PAINTER	33.98	N
143304	10/01/2024	NMC GROUP INC	487.20	N
143305	10/01/2024	NSG LOGISTICS, LLC	2,138.96	N
143306	10/01/2024	OFFICE DEPOT INC	221.06	N
143307	10/01/2024	OMAHA GLASS PRO	380.00	N
143308	10/01/2024	OMAHA TACTICAL LLC	753.00	N
143309	10/01/2024	OMNI ENGINEERING	415.36	N
143310	10/01/2024	PAPILLION SANITATION	75.00	N
143311	10/01/2024	PAPILLION SANITATION	1,974.56	N
143312	10/01/2024	POMP'S TIRE SERVICE, INC	2,184.95	N
143313	10/01/2024	PORT-A-JOHNS	180.00	N
143314	10/01/2024	PORTER LEE CORPORATION	13,155.59	N
143315	10/01/2024	POWERDMS INC	10,618.93	N
143316	10/01/2024	PRIMA DISTRIBUTION, INC.	193.56	N
143317	10/01/2024	RED EQUIPMENT LLC	130.95	N
143318	10/01/2024	RED WING BUSINESS ADVANTAGE ACC	150.00	N
143319	10/01/2024	REED TRAILER SALES	3,650.00	N
143320	10/01/2024	REGAL AWARDS INC.	20.00	N
143321	10/01/2024	REVOLUTION WRAPS LLC	15,448.64	N
143322	10/01/2024	RTG BUILDING SERVICES INC	6,765.00	N
143323	10/01/2024	SECURITY EQUIPMENT INC.	3,814.08	N
143324	10/01/2024	SEILER INSTRUMENT & MFG	3,952.26	N
143325	10/01/2024	SIGN IT	2,754.90	N
143326	10/01/2024	SITE ONE LANDSCAPE SUPPLY LLC	4,300.28	N
143327	10/01/2024	SOUCIE, JOSEPH H JR	1,527.65	N
143328	10/01/2024	STERLING COMPUTER CORP.	9,945.55	N
143329	10/01/2024	SUN COUNTRY DISTRIBUTING LTD	47.66	N
143330	10/01/2024	SUNSET LAW ENFORCEMENT LLC	2,007.90	N
143331	10/01/2024	TACTICAL MEDICAL SOLUTIONS LLC	437.96	N
143332	10/01/2024	THE ASTRO THEATER	1,752.00	N
143333	10/01/2024	THE COLONIAL PRESS, INC	15,626.67	N
143334	10/01/2024	THE SCHEMMER ASSOCIATES INC	857.50	N
143335	10/01/2024	THE WALDINGER CORPORATION	3,906.51	N
143336	10/01/2024	THOMPSON DREESSEN & DORNER, IN	437.70	N
143337	10/01/2024	TRACTOR SUPPLY CREDIT PLAN	89.98	N
143338	10/01/2024	TRADE WELL PALLET INC	4,180.00	N
143339	10/01/2024	TRAFFIC SAFETY WAREHOUSE	1,520.88	N
143340	10/01/2024	TRAVELERS	374.00	N
143341	10/01/2024	ULINE, INC.	198.20	N
143342	10/01/2024	UNMC	851.00	N
143343	10/01/2024	WELDON PARTS INC.	2,772.43	N
143344	10/01/2024	WESTLAKE HARDWARE INC NE-022	178.50	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143345	10/01/2024	WM CORPORATE SERVICES	2,071.98	N
1261885(A)	10/01/2024	CITY OF OMAHA	311,417.05	N
1261886(A)	10/01/2024	CITY OF PAPILLION - MFO	246,596.00	N
1261887(A)	10/01/2024	FRATERNAL ORDER OF POLICE	1,965.00	N
1261888(A)	10/01/2024	POLICE & FIREMEN'S INSURANCE	255.66	N
1261889(A)	10/01/2024	UNION BANK & TRUST	50.00	N
1261829(E)	09/17/2024	GREAT PLAINS COMMUNICATION	1,084.19	N
143200	09/16/2024	UNITED STATES POSTAL SERVICE	237.38	N

TOTAL: 2,258,062.82

APPROVED BY COUNCIL MEMBERS ON: 10/01/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 1, 2024 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL – SATELLITE KENO LOCATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to authorize a satellite keno location under new ownership for La Vista, Keno, Inc. at PizzOPie LLC dba Pizza West, 12040 McDermott Plaza, La Vista NE effective upon receipt of the keno license from the State.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Recently the business was sold, which requires approval by the City Council for the satellite location under new ownership. The City Council approved the liquor license for Pizzo Pie LLC dba Pizza West on September 17, 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME PIZZOPIE LLC DBA PIZZA WEST, 12040 MCDERMOTT PLAZA LA VISTA NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM THE STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game under new ownership PizzOPie LLC dba Pizza West, 12040 McDermott Plaza, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated September 6, 2024, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at PizzOPie LLC dba Pizza West, 12040 McDermott Plaza, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location under new ownership for the City's keno lottery game at PizzOPie LLC dba Pizza West, 12040 McDermott Plaza, La Vista NE, and further approve the owner and operator thereof, PizzOPie LLC, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, JJC Inc. or any stock of JJC Inc., shall require prior written approval of the City of La Vista;
- c. The satellite, PizzOPie LLC. and stockholders of PizzOPie LLC. shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator Agreement, as secured, owe

to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, PizzOPie LLC and its stockholders;

- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance, and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



September 19, 2024

Pamela Buethe, City Clerk
City of La Vista
8116 Park View Blvd
La Vista, NE 68128-2198

RE: New La Vista Keno Satellite Location

Dear Ms. Buethe,

The following satellite location is changing ownership as follows:

<u>New Satellite Location</u>	<u>Owner:</u>	<u>Percentage:</u>
Pizzo Pie LLC <i>PizzoPie LLC</i> DBA: Pizza West 12040 McDermott Plz La Vista, NE 68128	Holly Purcell Joshua Purcell Cathy Beacon <i>Beacom</i>	33.4% 33.3% 33.3%

Enclosed:

- A copy of the Satellite Lease & Operating Agreement
- Original 50G Schedule II

Once the La Vista City Council has approved the location, please send Schedule II 50G back to me with a copy of the city's approval. I will then send it to the State Charitable Gaming Division and request the keno license.

Please place the keno sales outlet location application on the Council's agenda for approval as soon as possible. Once you have a City Council time and date, please let me know, and we will attend the meeting. If you have any questions, please get in touch with me at 402-677-3443.

Thank you for your assistance. I look forward to working with you on this application.

Thank you,

Melodi Szymczak

Melodi Szymczak
Director of Sales and Marketing

LA VISTA KENO**SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between LVK Holdings LLC dba La Vista Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to LVK Holdings LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of La Vista and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent equal to 4% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

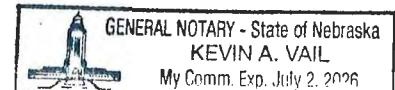
8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "La Vista Keno", and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE



12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You will indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customer's; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

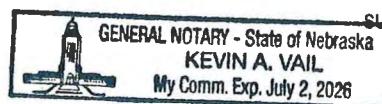
15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

<p>Satellite Name: <u>Pizza Pie LLC d/b/a: PizzaWest La Vista</u> Premises Address: <u>12040 McDermott Rd Ste 300 Louisville, KY</u> <small>(Premises legal description will be attached as Attachment A)</small> </p>	<p>I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>Holly Purcell</u> Print Name: <u>Holly Purcell</u> Title: <u>Owner</u> </p>
<p>State of Nebraska, Co. of <u>Scrap</u> ss: This instrument was acknowledged before me on <u>9/10/24</u> by <u>Holly Purcell</u> the <u>Owner</u> of <u>Pizza Pie LLC d/b/a: PizzaWest La Vista</u> a <u>Nebraska LLC</u>, State and Type of Organization or behalf of the <u>Kevin A. Vail</u>, Notary <u>Amber A. Clark</u></p>	<p>Accepted: LVK Holdings LLC By: <u>Todd Ryan</u> Officer of LVK Holdings LLC Print Name: <u>Todd Ryan</u> Dated: <u>9/10/24</u></p>

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Nebraska Schedule II – County/City Lottery Sales Outlet Location Application

Form 50G
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village

521183

Please Do Not Write In This Space

2 County, City, or Village Name on Form 50G

La Vista / Savvy

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number	4 Federal ID or Social Security Number	5 Type of Application:		
15737217	99-4355239	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Report Changes <input type="checkbox"/> Cancel		
Business Name and Location Address		Business Name and Mailing Address		
Name Pizz@Pie LLC Trade Name of Business (If Different Than Above) Pizz@Pie LLC Street Address 12040 McDermott Pkwy City La Vista State NE Zip Code 68128 County Savvy		Business Name Street or Other Mailing Address City La Vista State NE Zip Code		
Nebraska Liquor License Number				

6 Type of Ownership

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Domestic Corporation	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Nonprofit Corporation or Organization
<input type="checkbox"/> Partnership	<input type="checkbox"/> Foreign Corporation	<input type="checkbox"/> Domesticated Corporation	<input type="checkbox"/> Other _____

7 Location Type

<input checked="" type="checkbox"/> Keno Satellite	<input type="checkbox"/> Keno Independent Game
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Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

- If a sole proprietorship, list the individual owner.
- If a partnership, list each partner and spouse.
- If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
- If a limited liability company, list each member and spouse.
- If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.

(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See Instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
506-13-5747	Holly Purcell 21412 Hickory St & Elkhorn NE 68022	11/24/84	33.34 %
480-15-8486	Sasha Purcell 21412 Hickory St & Elkhorn NE 68022	9/16/83	33.3 %
505-90-9056	Leigh Beacom 7215 N 156th St Bennington NE 68007	7/20/58	33.3 %

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See Instructions)

Yes No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

Yes No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

Yes No If Yes, see instructions.

11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

Yes No (See What Must Be Filed Instructions)

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

Yes No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here

Holly Purcell

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Name of Person to Contact Regarding This Application:

Name Holly Purcell Title Owner

Date 9/6/24

Daytime Phone Number 402-943-9056

Title Owner

Daytime Phone Number

402-943-9056

Authorization—Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 1, 2024 AGENDA

Subject:	Type:	Submitted By:
APPROVAL – COPIER LEASE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared for approval of a lease agreement between the City of La Vista and Bishop Business for copy/printer machines in an amount not to exceed \$615.00/mo. for 63 months.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this proposed lease agreement. This will be included in future budgets to fulfill the term of the lease.

RECOMMENDATION

Approval.

BACKGROUND

Seven of the city's current copier/printer machines have leases that expire in September 2024. We received quotes from two area vendors including the current vendor, Bishop Business for the same brand of machine that we have had and has worked well for us, Toshiba. Bishop Business is able to lease and service the city machines at a lower cost.

Bishop Business	\$615/month lease
Access Systems	\$996/month lease

Copies of the proposals are available in the office of the City Clerk.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LEASE OF COPIERS FOR USE IN THE CITY HALL, LIBRARY, RECREATION DEPARTMENT, POLICE DEPARTMENT AND PUBLIC WORKS DEPARTMENT FROM BISHOP BUSINESS IN AN AMOUNT NOT TO EXCEED \$615/MONTH FOR 63 MONTHS.

WHEREAS, the City Council has deemed that a need exists to continue leasing copy machines; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for said leases; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, does hereby authorize the lease agreement for copiers for use in the City Hall, Library, Recreation Department, Police Department and Public Works Department amount not to exceed \$615/month for 63 months and in form and content satisfactory to the City Administrator.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**City of La Vista
Copier Lease Proposals**

	Access Systems	Bishop Business
Lease Payment	\$996.00	\$615.00
Black & White Overage	\$0.0035	\$0.0039
Color Overage	\$0.033	\$0.0285

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 1, 2024 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER NO. 1 – EDGEWOOD BLVD, VALLEY RD & GREENLEAF DR PAVEMENT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No.1 to the contract with Western Engineering Company Harlan, Iowa, to provide for additional items of work on Edgewood Blvd, Valley Rd, and Greenleaf Dr resulting in an increased amount of \$221,548.60 and a total contract amount not to exceed \$1,569,467.10.

FISCAL IMPACT

The change order will be funded through savings from other projects.

RECOMMENDATION

Approval.

BACKGROUND

A contract with Western Engineering was approved on March 19, 2024 to mill and overlay the asphalt roadway segments with full depth concrete base repair as needed. Certain ADA ramps within the project areas will also be reconstructed to current standards. This change order accounts for additional paving removal and replacements that occurred during construction as well as the necessity for replacement of a manhole with an integral top with the surrounding pavement. These items were unable to be accounted for until milling and removal of pavement occurred.

Change Order No. 1 increases the contract amount by \$221,548.60 for a revised total contract amount of \$1,569,467.10.

The following Agenda Item is for the Final Pay Application for the project, which is contingent upon the approval Change Order No.1.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH WESTERN ENGINEERING COMPANY, HARLAN, IOWA TO PROVIDE FOR ADDITIONAL ITEMS OF WORK FOR PAVEMENT REHABILITATION RESULTING IN AN INCREASED AMOUNT OF \$221,548.60 AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,569,467.10.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the Pavement Rehabilitation project for Edgewood Blvd, Valley Rd and Greenleaf Dr is necessary; and

WHEREAS, The change order will be funded through savings from other projects; 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 expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve change order No.1 to the contract with Western Engineering Company, Harlan, Iowa to provide for additional items of work resulting in an increased amount of \$221,548.60 and a total contract amount not to exceed \$1,569,467.10.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Change Order No. 1

DATE: September 25, 2024

PROJECT: La Vista Mill and Overlay La Vista – Graville East

TD2 File NO.: 171-425

OWNER: City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128

CONTRACTOR: Western Engineering Co.
P.O. Box 350
Harlan, IA 51537

CONTRACT DATE: March 19th, 2024

DESCRIPTION OF CHANGES:

ADDITIONS:

Item	Description	Quantity	Unit	Unit Price	Amount
CO-1.1	Junction Box Remove & Rebuild	1	L.S.	\$ 19,425.00	\$ 19,425.00
CO-1.2	Adjust Manholes in Additional Paving Areas	11	EA.	\$ 840.00	\$ 9,240.00

QUANTITY CHANGES:

Item	Description	Quantity	Unit	Unit Price	Amount
CO-1.3	Increase Qty of Remove Combination Curb and Gutter, Bid Item 3	545	L.F.	\$ 15.50	\$ 8,447.50
CO-1.4	Increase Qty of Remove and Replace Curb Inlet Top – Type I/II/III, Bid Item 5	11	EA.	\$ 2,650.00	\$ 29,150.00
CO-1.5	Increase Qty of 2" Asphalt Surface Course Type SPR, Bid Item 9	369	TONS	\$ 115.50	\$ 42,676.10
CO-1.6	Increase Qty of 5" PCC Sidewalk, Bid Item 10	1,288	S.F.	\$ 6.15	\$ 7,921.20
CO-1.7	Increase Qty of 6" Concrete Driveway (Type L65), Bid Item 14	113	S.Y.	\$ 64.50	\$ 7,288.50
CO-1.8	Increase Qty of 10" Combination Curb and Gutter, Bid Item 15	545	L.F.	\$ 41.00	\$ 22,345.00
CO-1.9	Increase Qty of Subgrade Preparation, Bid Item 33	883	S.Y.	\$ 2.60	\$ 2,295.80
CO-1.10	Increase Qty of 9" Concrete (Type L85) with Integral Curb, Bid Item 34	883	S.Y.	\$ 89.00	\$ 78,587.00
CO-1.11	Difference in Measured Quantities Versus Contract Amount	1	L.S.	(\$ 5,827.50)	(\$ 5,827.50)

TOTAL ADDITIONS = \$ 227,376.10
TOTAL DEDUCTIONS = (\$ 5,827.50)

NET CHANGE IN CONTRACT PRICE = \$ 221,548.60

ORIGINAL CONTRACT PRICE = \$ 1,347,918.50

CHANGE ORDER 1 CONTRACT PRICE = \$ 1,569,467.10
CO-1

Reasons for Changes:

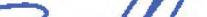
During paving removal, it was discovered that one of the manholes in Greenleaf Drive had an integral top with the paving surface. In addition, the existing manhole was constructed with brick and in poor condition. The brick manhole was removed and a new cast in place junction box with lid was constructed. Change order item CO-1.1 reflects this addition.

Change order item CO-1.2 reflects the manhole adjustments needed in the additional paving areas added to the project.

Change order items CO-1.3, and CO-1.5 through CO-1.10 account for the additional paving removal and replacement that occurred during construction. Following milling operations, visual inspections of the existing pavement were performed, and it was determined in the field (with coordination with the City of La Vista) that additional removal and replacement would be required to provide a quality product. Complete visual inspections of the existing pavement could not be performed until the milling operations were complete.

Change order item CO-1.4 accounts for the additional curb inlet removal and replacements that were determined in the field. CO-1.11 reconciles the difference between the measured quantities in the field and the approximate bid quantities. Some bid items were field measured higher than the bid amount and others measured lower.

Respectfully submitted,


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

The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

THE CITY OF LA VISTA, NEBRASKA

WESTERN ENGINEERING

MAYOR

BY

Project Manager

CLERK

Attest

**PAYMENT RECOMMENDATION NO. 2 ON CONTRACT FOR
LA VISTA MILL AND OVERALY LA VISTA - GRANVILLE EAST**

Owner: The City of LaVista, Nebraska
8116 Park View Boulevard
LaVista, NE 68128

Contractor: Western Engineering Co.
P. O. Box 350
Harlan, IA 51537

ORIGINAL CONTRACT AMOUNT: \$1,347,918.50

REVISED CONTRACT AMOUNT: \$1,569,467.10

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S): \$1,218,046.20

Item	Description	Approx. Quantities		Unit Price		Amount	
1	Mobilization/Demobilization	1	L.S. \$	135,000.00	/	L.S. \$	135,000.00
2	Traffic Control	1	L.S. \$	5,800.00	/	L.S. \$	5,800.00
3	Remove Combination Curb & Gutter	4,395	L.F. \$	15.50	/	L.F. \$	68,122.50
4	Perform 2" Cold Planing - Asphalt (105.003) or Concrete (105.013)	31,917	S.Y. \$	2.90	/	S.Y. \$	92,559.30
5	Remove & Replace Curb Inlet Top - Type I/II/III	23	EA. \$	2,650.00	/	EA. \$	60,950.00
6	Remove & Replace Curb Inlet Top - Irregular	9	EA. \$	3,550.00	/	EA. \$	31,950.00
7	Remove Driveway Pavement	287	S.Y. \$	13.50	/	S.Y. \$	3,874.50
8	Remove Sidewalk Pavement	6,893	S.F. \$	2.05	/	S.F. \$	14,130.65
9	Construct 2" Asphalt Surface Course Type SPR (PG64-34)	3,969.49	TONS \$	115.50	/	TONS \$	458,476.10
10	Construct 5" PCC Sidewalk	7,293	S.F. \$	6.15	/	S.F. \$	44,851.95
11	Construct PCC Curb Ramp	1,708	S.F. \$	16.40	/	S.F. \$	28,011.20
12	Construct Detectable Warning Panel	496	S.F. \$	30.50	/	S.F. \$	15,128.00
13	Construct 5" PCC Stamped Pavement	800	S.F. \$	6.25	/	S.F. \$	5,000.00
14	Construct 6" Concrete Driveway (Type L65)	293	S.Y. \$	64.50	/	S.Y. \$	18,898.50
15	Construct 10" Combination Curb & Gutter	4,395	L.F. \$	41.00	/	L.F. \$	180,195.00
16	Install Curb Inlet Protection	0	EA. \$	26.00	/	EA. \$	0.00
17	Maintain Curb Inlet Protection	0	EA. \$	26.00	/	EA. \$	0.00
18	Remove Curb Inlet Protection	0	EA. \$	26.00	/	EA. \$	0.00
19	Install Sodding	1,100	S.Y. \$	8.20	/	S.Y. \$	9,020.00
20	Permanent Paint Marking (4" White)	0	L.F. \$	1.05	/	L.F. \$	0.00
21	Permanent Paint Marking (4" Yellow)	0	L.F. \$	1.05	/	L.F. \$	0.00

Item	Description	Approx. Quantities		Unit Price		Amount
22	Permanent Paint Marking (24" White)	0	L.F.	\$ 6.50	/ L.F.	\$ 0.00
23	Furnish and Install Traffic Posts & Signs	0	EA.	\$ 360.00	/ EA.	\$ 0.00
24	Remove & Reinstall Sign	6	EA.	\$ 190.00	/ EA.	\$ 1,140.00
Alternate Bid #1 (Lantana Court)						
25	Remove Combination Curb & Gutter	74	L.F.	\$ 31.00	/ L.F.	\$ 2,294.00
26	Perform 2" Cold Planing - Asphalt	830	S.Y.	\$ 5.25	/ S.Y.	\$ 4,357.50
27	Remove Sidewalk Pavement	99	S.F.	\$ 2.10	/ S.F.	\$ 207.90
28	Construct 2" Asphalt Surface Course, Type SPR (PG64-34)	100	TONS	\$ 125.00	/ TONS	\$ 12,500.00
29	Construct 5" PCC Sidewalk	64	S.F.	\$ 6.30	/ S.F.	\$ 403.20
30	Construct 10" Combination Curb & Gutter	74	L.F.	\$ 42.00	/ L.F.	\$ 3,108.00
31	Subgrade Preparation	325	S.Y.	\$ 2.60	/ S.Y.	\$ 845.00
32	Remove & Construct 9" Concrete Base (Type L85) with Integral Curb	325	S.Y.	\$ 88.00	/ S.Y.	\$ 28,600.00
Alternate Bid #2						
33	Subgrade Preparation	3,443	S.Y.	\$ 2.60	/ S.Y.	\$ 8,951.80
34	Remove & Construct 9" Concrete Base (Type L85) with Integral Curb	3,443	S.Y.	\$ 89.00	/ S.Y.	\$ 306,427.00
SUBTOTAL CONTRACT						\$ 1,540,802.10
Change Order No. 1 Additions						
CO.1	Junction Box Remove & Rebuild	1	L.S.	\$ 19,425.00	/ L.S.	\$ 19,425.00
CO.2	Adjust Manhole	11	EA.	\$ 840.00	/ EA.	\$ 9,240.00
SUBTOTAL CHANGE ORDER NO. 1 Additions						\$ 28,665.00
TOTAL						\$ 1,569,467.10
LESS 5% RETAINED						\$ 78,473.36
LESS PREVIOUS PAYMENT RECOMMENDATION(S)						\$ 1,218,046.20
AMOUNT DUE CONTRACTOR						\$ 272,947.55

We recommend that payment in the amount of **\$272,947.55** be made to Western Engineering Co.

Respectfully submitted,



Bradly P. Huyck, P.E.

THOMPSON, DREESSEN & DORNER, INC.

BPH/alj

cc: Western Engineering Co.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 1, 2024 AGENDA

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – REFLECTIONS PLAZA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for construction of Phase 1 of Reflections Plaza in Central Park.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

Construction of a Reflections Plaza was approved by the City Council as part of the FY25/FY29 Capital Improvement Program (CIP) and funding was included in the FY25/FY26 budget. Several sites were presented for consideration and the Mayor and Council selected a location in Central Park, near the entrance from Park View Blvd.

The Plaza is expected to serve as a place for reflection and commemoration where veterans and others can be remembered and honored. This bid package is for Phase 1 of the project, which includes site preparation (dirt work), permanent seating, concrete infrastructure and utility infrastructure. The design of other components of the project (pillars, landscaping, etc.) will be forthcoming.

Plans and specifications for this project have been completed by Thompson Dreesen & Dorner (TD2). The Engineer's Estimate for the proposed Items of Work is \$180,000. The recommended schedule for bidding this work is:

Publish Notice to Contractors	October 9 and October 16, 2024
Open Bids	October 20th at 10:00 am at City Hall
Council Award Contract	November 5, 2024

The Notice to Contractors will also be posted on the City's web site and at www.standardshare.com. A copy of the Notice to Contractors is attached.

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 PHASE ONE OF REFLECTIONS PLAZA IN CENTRAL PARK.

WHEREAS, the Mayor and Council have determined that the construction of the Reflections Plaza is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this project; and

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

Publish Notice to Contractors	October 9, 2024 and October 16, 2024
Open Bids	October 20, 2024 at 10:00am at City Hall
City Council Award Contract	November 5, 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 Phase 1 of Reflections Plaza in Central Park.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 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
REFLECTIONS PLAZA
PROJECT NO. PARK 22001**

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the October 20th, 2024, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements within the improvement of CENTRAL PARK REFLECTIONS PLAZA. 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	Bid Item No.	Description	Estimated Quantities
1	1109.000	Mobilization/Demobilization	1 L.S.
2	-	Common Earthwork, In Place	225 C.Y.
3	202.000	Subgrade Preparation	290 S.Y.
4	800.000	Stockpile and Redistribute Topsoil (210 C.Y. Moved Twice)	420 C.Y.
5	101.001	Install Silt Fence	200 L.F.
6	101.009	Maintain Silt Fence	200 L.F.
7	101.017	Remove Silt Fence	200 L.F.
8	101.005	Install Construction Entrance	1 L.S.
9	101.013	Maintain Construction Entrance	1 L.S.
10	101.021	Remove Construction Entrance	1 L.S.
11	102.020	Clearing and Grubbing Trees Over 18" to 27" Diameter	5 EA.
12	105.100	Remove Pavement	100 S.Y.
13	201.300	Embankment - Borrow (Haul-In), In Place	1,325 C.Y.
14	705.550	Construct 1" Water Service Line, In Place	200 L.F.
15	-	Directionally Bore 1" Water Service Line	70 L.F.
16	705.650	Tap Existing Water Main with 1" Water Tap	1 EA.
17	101.006	Install Straw Wattle (9" Dia.), In Place	60 L.F.
18	803.201	Install Rolled Erosion Control, Type I with Seeding - Type A	1,900 S.Y.
19	503.002	Construct 6" P.C.C. Sidewalk, In Place	290 S.Y.
20	-	Furnish and Install Park Bench and Pad	4 EA.
21	-	Furnish and Install Limestone Block Seating	60 TON
22	-	Install 1.5" HDPE Conduit, DR13.5, In Place	215 L.F.
23	-	Install 3/8" Steel for Planter Bed Edge	135 L.F.
24	-	Construct 8" Wide, 6" Thick P.C.C. Border Around Plaza	160 L.F.
25	-	Paint ADA Seating Designation Symbol	4 EA.
26	-	Directionally Bore 1.5" Conduit	30 L.F.
27	-	Construct Concrete Pillar Footing, In Place	3 EA.
28	-	Furnish and Install Simmons 815LF Yard Hydrant (Or Approved Equal), In Place	1 EA.

29	904.002	Furnish and Install Pull Box PB-6, In Place	1	EA.
30	-	Remove and Salvage Existing Sprinkler Heads	4	EA.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreessen & Dorner, Inc., Engineers for the City of La Vista, and now filed in the office of Thompson, Dreessen & Dorner, Inc., 10836 Old Mill Road, Omaha, NE 68154.

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.standarddigital.com. Search for the project name in the Plan Room found at www.standarddigital.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
OCTOBER 1, 2024 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – FIELD LIGHTS/SPORTS COMPLEX	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing the purchase and installation of new LED replacement lighting at the Sports Complex from Musco Sports Lighting, LLC, 100 1st Avenue W, Oskaloosa, IA in an amount not to exceed \$950,000.00.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed purchase and installation.

RECOMMENDATION

Approval.

BACKGROUND

The current field lighting system at the sports complex has become increasingly inadequate due to its age. The existing lights are outdated and have proven to be inefficient, with insufficient illumination for the fields. Additionally, the lighting fixtures and poles are becoming obsolete, making it difficult to source parts for necessary repairs. This has resulted in increased maintenance costs and downtime when the repairs must be made.

This resolution will replace the current system with new LED lights and mounting poles. The LED lights will provide better field illumination, be more energy-efficient, and require far less maintenance. The new poles will be designed to withstand environmental factors, reducing the likelihood of future misalignments and ensuring a stable, long-lasting solution. Demolition and construction of the footings will start right away this fall with a completion date of April 1 for the start of the spring 2025 sports season.

Sourcwell is the cooperative purchasing company we use for pricing.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF A REPLACEMENT LIGHTING AT THE SPORTS COMPLEX FROM MUSCO SPORTS LIGHTING, LLC, OSKALOOSA, IOWA IN AN AMOUNT NOT TO EXCEED \$950,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of a replacement lighting is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase and installation; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorizing the purchase and installation of a replacement lighting for the Sports Complex from Musco Sports Lighting, LLC in an amount not to exceed \$950,000.00.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Budget Estimate

La Vista Sports Complex
September 2024

LaVista, Nebraska

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:

Sourcewell purchase – contract number: 041123-MSL

Quoted Price – Materials and Installation

Musco's Light-Structure System™ as described below and delivered to the job site:

La Vista Sports Complex **\$950,000.00**

Field 1 (325'x400'x325', 90'BP, 50/30-foot candles, Control-Link®, 25-year warranty)

Field 2 (275'x275'x275', 60'BP, 50/30-foot candles, Control-Link®, 25-year warranty)

Field 3 (275'x275'x275', 60'BP, 50/30-foot candles, Control-Link®, 25-year warranty)

Field 4 (275'x275'x275', 60'BP, 50/30-foot candles, Control-Link®, 25-year warranty)

Sales tax, and Bonding are not included.

Pricing furnished is effective for 60 days and is considered confidential.

System Description –Light-Structure System™ Factory-built, wired, aimed, and tested lighting system includes:

- Remote electrical component enclosures
- Pole length wire harnesses
- UL listed as a complete system

Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- Communication cabinet
- Remote on/off control
- Onsite dimming (high/med/low)
- Monitoring with 24/7 customer support

Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more

Always Ready to Play – control assuring the results you expect

- Reduction of energy and maintenance costs by 40% up to 85% over typical 1500W HID equipment
- Product assurance and warranty program that includes materials and onsite labor on all new and moved poles, eliminating 100% of your maintenance costs for **25-years** on Musco poles.



Quote Estimate

La Vista Sports Complex
September 2024

LaVista, Nebraska

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC: Musco's Credit Department will provide payment terms.

Musco Sports Lighting, LLC

Fax: 800-374-6402

Email: musco.contracts@musco.com

Notes

The Quote is based on:

- Shipment of the entire project together to one location
- Based on 480 Volt 3 Phase electrical system requirement
- Structural code and wind speed = 2018 IBC, 115MPH Wind Zone and exposure: C
- The owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- This is assuming power is adequate and readily available
- **Based on Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost**
- Confirmation of pole locations prior to production

Thank you for considering our team for your sports lighting needs. Please contact me with any questions.

Brad Thompson
Musco Sales Representative
Musco Sports Lighting, LLC
Phone: 641.660.9554
E-mail: Brad.Thompson@musco.com

Project # JDI20078



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 1, 2024 AGENDA

Subject:	Type:	Submitted By:
SETTING THE PROPERTY TAX LEVY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared to establish the property tax request for FY25.

FISCAL IMPACT

The proposed tax levy would be \$0.54 cents per \$100 of assessed property valuation. Specifically:

General Fund — \$0.50 per \$100 of assessed property valuation
 Bond Fund — \$0.04 per \$100 of assessed property valuation

RECOMMENDATION

Approval.

BACKGROUND

A public hearing on the proposed budget was held August 6, 2024. At the City Council meeting on September 3, 2024, Council directed staff to prepare the notice of budget statement based upon a municipal levy of \$0.54 cents per \$100 of valuation. The General Fund levy of \$0.50 cents is the same as the levy in FY23 and FY24. The Debt Service Fund levy of \$0.04 cents is the same as the levy in FY23 and FY24.

In FY25, the owner of a home with a County assessed value of \$222,900 will pay \$1,204 in property taxes or \$100 per month at a zero change over the prior fiscal year.

The County Assessor has notified the City that the tax year 2024 taxable value in La Vista is \$2,404,341,954 with new growth of \$23,754,318.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
SETTING THE CITY'S PROPERTY TAX REQUEST FOR THE FISCAL YEAR 2024-2025.

WHEREAS, Nebraska Revised Statutes (NRS) provide that, after a joint public hearing is held in which the City participates and notice of such hearing is provided in compliance with NRS subsection 77-1633(3), the Governing Body of the City of La Vista may pass a resolution in compliance with NRS subsection NRS 77-1633(4) setting the City's property tax request including an increase in excess of the allowable growth percentage; and

WHEREAS, notice was provided, and the joint public hearing was held in which the City participated in accordance with NRS section 77-1633.

NOW THEREFORE, the Governing Body of the City of La Vista, resolves that:

1. The 2024 – 2025 property tax request be set at \$12,983,446.00.
2. The total assessed value of property differs from last year's total assessed value by 5.4%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.5131 per \$100 of assessed value.
4. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$.54 per \$100 of assessed value; and
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will decrease from last year's budget by 19%.
6. A copy of this resolution be certified and forwarded to the Sarpy County Clerk on or before October 15, 2024.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City council of the City of La Vista Nebraska that the property tax to be distributed as follows:

General Fund - \$12,021,710.00 (\$0.50 mill levy)

Bond Fund - \$961,737.00 (\$0.04 mill levy)

A copy of this resolution and other required documents be certified and forwarded to the County Clerk in accordance with applicable law.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record below the record vote of the Governing Body in passing this Resolution, which record vote shall be incorporated into this Resolution by reference.

PASSED AND APPROVED THIS 1ST DAY OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk