

LA VISTA CITY COUNCIL MEETING AGENDA

December 17, 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**
- **Service Award: Mitch Beaumont – 15 Years**
- **Appointments:**
 - Library Advisory Board – Appoint Regina Belik – 2 year term
 - Library Advisory Board – Re-appoint Huyen-Yen Hoang and Carol Westlund – 2 year term
 - Park & Recreation Advisory Committee – Re-appoint Samantha Gentry – 2 year term;
 - Board of Adjustment – Re-appoint Brenda Carlisle and Kevin Ruppert – 3 year term
 - Personnel Board – Re-appoint Mary Hewitt – 6 year term
 - Board of Health – Re-appoint Douglas Kindig, Kim Thomas, Mary Brennan, Hans Dethlefs and Mike Schofield – 1 year term
 - Planning Commission – Re-appoint John Gahan, Harold Sargus and Michael Circo – 3 year term

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 December 3, 2024 City Council Meeting
3. Approval of the Minutes of the December 3, 2024 Organizational Meeting
4. Monthly Financial Reports – November 2024
5. Request for Payment – TitleCore National – Professional Services – 84th Street Trail – \$275.00
6. Request for Payment – Benesch – Professional Services – Giles Road Widening – \$8,615.25
7. Request for Payment – Benesch – Professional Services – Giles Road Widening – \$6,676.50
8. Request for Payment – Vixen Construction LLC – Professional Services – Pool Demolition – \$74,964.50
9. Request for Payment – DLR Group – Professional Services – City Centre Surface Parking Lot – \$13,142.12
10. Request for Payment – BCDM Architects – Professional Services – Library Renovation – \$2,000.00
11. Resolution – Authorize Signature – Year-End Certification of City Street Superintendent
12. Approval of Claims

- Reports from City Administrator and Department Heads

B. Presentation – Active Mobility Plan

C. Resolution – Authorize Purchase – Pickup Truck

D. Resolution – Authorize Purchase – Radar Detection Units

E. Resolution – Approve Contract and Purchase – BS&A Upgrade

F. One and Six Year Street Improvement Plan

1. Public Hearing
2. Resolution – Approve One and Six Year Street Improvement Plan
3. Resolution – Authorize Municipal Annual Certification of Program Compliance

G. Special Assessment

1. Public Hearing
2. Resolution

H. Special Assessment

1. Public Hearing
2. Resolution

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

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



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

LA VISTA

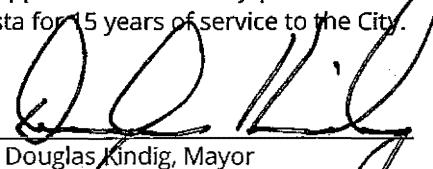
A CERTIFICATE OF APPRECIATION PRESENTED TO **MITCH BEAUMONT** OF THE **LA VISTA CITY ADMINISTRATION DEPARTMENT**, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Mitch Beaumont** has served the City of La Vista since December 14, 2009; and

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

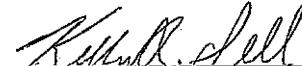
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Mitch Beaumont** on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 17TH DAY OF DECEMBER 2024.


Douglas Kindig, Mayor


Kim J. Thomas

Kim J. Thomas
Councilmember, Ward I


Kelly R. Sell

Kelly R. Sell
Councilmember, Ward II


Alan W. Ronan

Alan W. Ronan
Councilmember, Ward III


Jim Frederick

Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, MMC
City Clerk

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MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING December 3, 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 December 3, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Chief of Police Schofield, Community Development Director Fountain, Finance Director Harris, Library Director Barcal, Recreation Director Buller, Deputy Director of Public Works Calentine and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on November 20, 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.

SWEAR IN POLICE OFFICERS – JACOB ACKERMAN, CONNER BARNETT, BRIAN MADDY AND CONNOR RINN

Mayor Kindig swore in Jacob Ackerman, Conner Barnett, Brian Maddy and Connor Rinn as Police Officers for the City of La Vista.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE NOVEMBER 19, 2024 CITY COUNCIL
MEETING**
- 3. REQUEST FOR PAYMENT – BCDM ARCHITECTS – PROFESSIONAL
SERVICES – LIBRARY RENOVATION – \$4,500.00**
- 4. REQUEST FOR PAYMENT – TITLECORE NATIONAL – PROFESSIONAL
SERVICES – 84TH STREET TRAIL – \$1,375.00**
- 5. REQUEST FOR PAYMENT – HGM ASSOCIATES INC. – PROFESSIONAL
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –
\$46,855.02**
- 6. REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –
\$178,185.75**

7. APPROVAL OF CLAIMS

AA WHEEL & TRUCK, maint	9.95
ABE'S TRASH, services	72.00
ABM IND, services	19,027.12
ACTIVE NETWORK, services	285.43
ADP, payroll & taxes	421,413.78
AED ZONE, supplies	4,650.00
AKRS EQUIP, maint	276.64
AMAZON, supplies	2,865.73
AM HERITAGE LIFE INS, services	463.59
ARNOLD MOTOR, maint	2,605.96
AT&T MOBILITY, phones	98.48
BISHOP BUSINESS EQUIP, services	910.43
BLUE VALLEY PUB SAFETY, maint	1,956.00
CENTER FOR INTERNET SEC, services	12,540.00
CENTURY LINK/LUMEN, phones	944.42
CHARGEPOINT, services	11,290.00
CINTAS CORP, services	1,077.45
CITY OF PAPILLION, services	493,192.00
COLONIAL LIFE, services	2,089.20
COLUMN SOFTWARE, services	358.67

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COMFORT INN-KEARNEY, services	1,499.40
CONCRETE SUPPLY, maint	10,933.00
COX, phones	1,214.21
CULLIGAN, services	50.50
CUMMINS, services	272.57
D & K PRODUCTS, supplies	41.20
DATASHIELD, services	20.00
DEARBORN NAT'L LIFE INS, services	8,879.23
D HALE, training	101.08
DELL, equip	2,579.66
DIAMOND VOGEL, supplies	169.95
DLR GROUP, services	27,577.00
DOUGLAS CO SHERIFF, services	725.00
DULTMEIER SALES, bldg & grnds	1,777.00
ECHO GROUP, bldg & grnds	271.73
EDGEWEAR SCREEN PRINT, apparel	8,438.75
EVANS CUSTOM, apparel	426.00
FERGUSON US, bldg & grnds	348.40
FIRST RESP OUTFITTERS, apparel	2,806.21
FITZGERALD SCHORR, services	25,578.04
FLEETPRIDE, maint	118.00
FONTENELLE FOREST, services	300.00
FORVIS, services	2,265.00
FOP, services	2,215.00
FUN EXPRESS, services	429.87
GALE, books	251.91
GRAINGER, maint	309.77
GREAT PLAINS UNIFORMS, services	149.99
GREATAMERICA FINANCIAL, services	1,629.50
HANEY SHOE STORE, apparel	313.98
HGM ASSOC, services	3,493.91
HOBBY LOBBY, supplies	748.59
HUGHES MULCH, maint	9,100.00
HY-VEE, supplies	4,555.32
INDUSTRIAL SALES, services	797.22
INGRAM LIBRARY SRVS, books	2,726.05
J & J SMALL ENGINE, maint	5,009.15
KRIHA FLUID POWER, maint	226.02
LERNER PUBLISHING, books	747.62
LINCOLN NAT'L LIFE INS, services	7,308.46
LOGAN CONTRACTORS, maint	114.78
LOWE'S, supplies	356.49
MEDICA INS, services	162,115.09
MENARDS, supplies	2,884.33
METLIFE, services	1,084.33
MUD, utilities	21,591.38
MID-AM BENEFITS, services	4,036.09
MIDWEST TURF, bldg & grnds	107.15
MILLARD SPRINKLER, services	1,072.40
MISSIONSQUARE RETIRE, services	70,317.01
MITCHELL1, services	3,300.00
MSC INDUSTRIAL, supplies	88.88
NE LIBRARY COMM, media	171.28
NSG LOGISTICS, maint	10,095.54
OFFICE DEPOT, supplies	542.82

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OPPD, utilities	48,820.38
ONE CALL CONCEPTS, phones	688.54
PER MAR SECURITY, services	223.98
PETTY CASH, supplies	20.00
PIETRYGA, E, training	93.00
PITNEY BOWES, postage	1,238.00
POLICE & FIREMEN'S INS, services	255.66
POMP'S TIRE, maint	503.01
PORT-A-JOHNS, services	90.00
ROAD BUILDERS MACHINERY, equip	269,189.00
ROCCO INTERPRETING, services	100.00
ROSARIO CANIGILA, services	10,990.00
RTG BUILDING SRVS, bldg & grnds	6,765.00
SHERWIN-WILLIAMS, supplies	113.39
SIGN IT, services	780.00
SMALL, B, apparel	85.97
SNAP-ON IND TOOL, supplies	11,322.00
TED'S MOWER, maint	125.00
THE COLONIAL PRESS, services	896.94
TMS, services	3,372.00
THREE RIVERS LIBRARY, training	10.00
TRAVELERS, services	21,284.00
TRUCK CENTER, maint	424.78
TY'S OUTDOOR POWER, maint	255.86
UBT, services	50.00
UPS, services	27.89
VALLEY CORP, services	154,433.98
VERMEER HIGH PLAINS, bldg & grnds	22.98
WELDON PARTS, bldg & grnds	15.54
WHITE CAP, bldg & grnds	208.56
WORLD TRADE PRESS, media	400.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

There were no comments from the City Administrator and Department Heads.

B. ORDINANCE – AMEND COMPENSATION ORDINANCE

Councilmember Frederick introduced Ordinance No. 1530 entitled: AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1530. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale

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and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. ORDINANCE – AMEND MUNICIPAL CODE – ROW PERMITTING

Councilmember Thomas introduced Ordinance No. 1531 entitled: AN ORDINANCE TO AMEND SECTIONS 92.15, 93.001, 93.002, 93.003, 93.004, 93.005, 93.006, 93.007, 93.024, 93.045, 93.046 AND 93.047 OF THE LA VISTA MUNICIPAL CODE REGARDING WORK IN OR AFFECTING STREET RIGHT OF WAY; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES PREVIOUSLY ENACTED, SEVERABILITY AND THE EFFECTIVE DATE.

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

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1531. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #133

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-143 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY IMPROVEMENT DISTRICT #133 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #133 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #133 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #133 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #133 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation

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with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

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

E. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #172

Councilmember Hale introduced and moved for the adoption of Resolution No. 24-144 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY IMPROVEMENT DISTRICT #172 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #172 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #172 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #172 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #172 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

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

F. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #237

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 24-145 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY IMPROVEMENT DISTRICT #237 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

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WHEREAS, SID #237 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #237 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #237 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #237 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

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

G. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #276

Councilmember Hale introduced and moved for the adoption of Resolution No. 24-146 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY IMPROVEMENT DISTRICT #276 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #276 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #276 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #276 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #276 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor

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is hereby authorized to execute said agreement on behalf of the City of La Vista.

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

H. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – TRAFFIC SIGNAL IMPROVEMENTS

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 24-147 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 FELSBURG HOLT AND ULLEVIG FOR TRAFFIC SIGNAL IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$77,500.00.

WHEREAS, the Mayor and City Council have determined that 99th Street/Val Verde Drive and Giles Road traffic signal improvements are necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Felsburg Holt and Ullevig for traffic signal improvements in an amount not to exceed \$77,500.00.

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

I. RESOLUTION – AUTHORIZE AGREEMENT – PRINTING AND MAILING SERVICES

Councilmember Hale introduced and moved for the adoption of Resolution No. 24-148 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PRINTCO GRAPHICS, OMAHA, NEBRASKA FOR PRINTING AND MAILING SERVICES.

WHEREAS, the Mayor and City Council have determined that printing and mailing services for Community Guides, newsletters, and postcards are necessary; and

WHEREAS, proposals were solicited, and 3 proposals were received and reviewed; and

WHEREAS, it is determined that PrintCo Graphics is the lowest, most responsible bidder meeting all specifications outlined in the request for proposals; and

WHEREAS, the FY25-FY26 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that an agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with PrintCo Graphics for printing and mailing services.

MINUTE RECORD

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

J. RESOLUTION – APPROVE AGREEMENT – TRIPLE CROWN SPORTS, INC.

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-149 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A FIVE YEAR AGREEMENT WITH TRIPLE CROWN SPORTS INC, FORT COLLINS, COLORADO FOR THE USAGE OF THE CITY SPORTS FACILITIES.

WHEREAS, the City has determined that it is desirable to continue a long term agreement with Triple Crown Sports Inc.; and

WHEREAS, Triple Crown Sports have has had an agreement with the City for use of the Sports Facilities for the last five years; and

WHEREAS, Triple Crown Sports Inc agrees to pay the City of La Vista as identified in the Facility Use Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a 5 year agreement with Triple Crown Sports, Inc., Fort Collins, Colorado for the usage of the City Sports Facilities

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

K. RESOLUTION – AUTHORIZE PURCHASE – AC ROBINAIR CART

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-150 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) AC ROBINAIR CART FROM O'REILLY AUTO PARTS, PAPILLION, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$5,850.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) AC Robinair Cart is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) AC Robinair Cart from O'Reilly Auto Parts, Papillion, Nebraska in an amount not to exceed \$5,850.00.

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

L. RESOLUTION – AUTHORIZE PURCHASE – WIDE AREA MOWER

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-151 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2024 JACOBSEN HR600 WIDE AREA MOWER FROM TURFWERKS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$64,415.00.

MINUTE RECORD

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Jacobsen HR600 Wide Area Mower is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2024 Jacobsen HR600 Wide Area Mower from Turkwerks, Omaha, Nebraska in an amount not to exceed \$64,415.00.

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

M. RESOLUTION – AUTHORIZE PURCHASE – COMMUNITY CENTER TABLES

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-152 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF THIRTY (30) TABLES AND THREE (3) TABLE TRUCKS FROM SOUTHERN ALUMINUM, MAGNOLIA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED \$18,071.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of thirty (30) tables and three (3) table trucks for the Community Center is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of thirty (30) tables and three (3) table trucks from Southern Aluminum, Magnolia, Arkansas in an amount not to exceed \$18,071.00.

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

N. RESOLUTION – APPROVAL OF BLANKET BOND – MAYOR

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-153 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL BOND OF MAYOR, RE-ELECTED AT THE GENERAL ELECTION HELD NOVEMBER 5, 2024.

BE IT RESOLVED, that the penalty amount of the official bond of the Mayor is hereby set at \$5,000.

BE IT FURTHER RESOLVED, that the City Council makes and approves the following findings: The City Clerk has presented at this meeting a blanket bond, number 69372735, issued by Western Surety Company, as surety, in place of an individual bond, pursuant to Neb. Rev. Stat. Section 11-104(2), as enacted by LB 347 (2007), for the upcoming term of the Mayor of the City of La Vista ("Bond"); by additional indemnity rider, the Bond provides coverage in the amount of \$5,000, conditioned for the faithful discharge of duties of the office of Mayor; the Mayor has executed an undertaking of the Bond in joint and several form; the Bond is payable to the City of La Vista in the penalty amount of \$5,000.

MINUTE RECORD

conditioned for the faithful discharge of the duties of office; the corporate surety of said Bond is legally authorized to transact business in the State of Nebraska; the Bond has been executed by the principal and surety thereof and the required oath has been endorsed by the principal by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement upon said Bond; the Bond has been previously filed with the City Clerk; and all applicable legal requirements with respect to said Bond have been satisfied.

BE IT FURTHER RESOLVED, that the Bond, including, but not limited to the penalty amount and all other terms and conditions thereof, is hereby approved, and the Mayor is hereby authorized to endorse approval of the Council and surety in writing on the Bond or by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premium for the Bond.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to take any other action as is necessary or appropriate to carry out the actions approved herein.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented on Santa.

Mayor Kindig said he will be setting up a meeting with the new Senators.

At 6:30 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

MINUTE RECORD

A-3

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL ORGANIZATIONAL MEETING December 3, 2024

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:37 p.m. on December 3, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Chief of Police Schofield, Community Development Director Fountain, Finance Director Harris, Library Director Barcal, Recreation Director Buller, Deputy Director of Public Works Calentine and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Times on November 27, 2024. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

2. CITY CLERK'S REPORT OF ELECTION RESULTS

City Clerk Buethe read the results of the General Election held on Tuesday, November 5, 2024 as certified by the Sarpy County Election Commissioner for the City of La Vista are as follows:

For the office of Mayor, Douglas Kindig received 6,567 votes and Scatterings received 141 votes. For the office of City Council Ward I Terrilyn Quick received 1,379 votes and Scatterings received 27 votes. For the office of City Council Ward II Ron Sheehan received 1,378 votes and Scatterings received 24 votes. For the office of City Council Ward III Deb Hale received 1,399 votes and Scatterings received 32 votes. For the office of City Council Ward IV Jim Frederick received 1,752 votes and Scatterings received 17.

3. ADMINISTRATION OF OATH OF OFFICE TO DOUGLAS KINDIG – MAYOR

City Attorney McKeon administered the Oath of Office to Mayor Kindig.

4. ADMINISTRATION OF OATH TO COUNCILMEMBERS

TERRILYN QUICK – WARD I
RON SHEEEHAN – WARD II
DEB HALE – WARD III
JIM FREDERICK – WARD IV

Mayor Kindig Administered the Oath of Office to Councilmembers: Quick, Sheehan, Hale and Frederick.

5. ELECTION OF COUNCIL PRESIDENT

Mayor Kindig called for nominations for Council President. Councilmember Sheehan and Councilmember Hale nominated Councilmember Thomas. Mayor Kindig asked for any further nominations. Councilmember Frederick nominated himself. Mayor Kindig asked if there were any further nominations.

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

A ballot vote was taken, and the ballots were collected by Deputy City Clerk Anderson. City Clerk Buethe counted ballots and announced the results. Councilmember Thomas received 6 votes and Councilmember Frederick received 2 votes. Councilmember Thomas is the City Council President.

MINUTE RECORD

December 3, 2024
Organizational Meeting

No. 729 — REDFIELD DIRECT E2106195KV

6. APPOINTMENTS BY MAYOR KINDIG
CITY ADMINISTRATOR – RITA RAMIREZ EFFECTIVE JANUARY 1, 2025
CITY CLERK – RACHEL CARL EFFECTIVE DECEMBER 21, 2024
FINANCE DIRECTOR – MEG HARRIS
PUBLIC WORKS DIRECTOR – JOE SOUCIE
CHIEF OF POLICE – MIKE SCHOFIELD
**CITY ATTORNEY – TOM MCKEON (FITZGERALD, SCHORR,
BARTMETTLER AND BRENNAN, PC, LLO)**
CITY ENGINEER – PAT DOWSE

Councilmember Thomas made a motion to approve the appointments by Mayor Kindig. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

**7. RESOLUTION – APPROVAL OF BLANKET BOND – APPOINTED
OFFICIALS**

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-154: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL OFFICIAL BONDS.

WHEREAS, Nebraska Statutes ("Statutes") and the City of La Vista Municipal Code ("Code") require that certain City officials give bonds in favor of the City for certain amounts and subject to certain conditions, including the faithful performance of official duties; the premiums of which shall be paid by the City and have been included in the budget of the City adopted for fiscal years 2024-2025 and 2025-2026; and

WHEREAS, the Statutes and Code specify requirements of bonds when bonds are required; and

WHEREAS, Section 11-104(2) of the Statutes, as enacted by LB 347 (2007) permits a blanket bond in place of individual bonds; and

WHEREAS, a blanket bond, number 69372735, issued by Western Surety Company as surety, ("Bond") is on file and has been presented by the City Clerk at this meeting for approval by the Mayor and City Council in place of individual bonds pursuant to Section 11-104(2) of the Statutes for such City officials other than the City Treasurer; and

WHEREAS, by undertakings and additional indemnity rider, the Bond is in joint and several form, payable to the City of La Vista, and in such amount(s) as have been fixed by Statutes or the City Council; and

WHEREAS, the Bond has been executed by the principals and the surety and the required oaths have been endorsed thereon; and

WHEREAS, the corporate surety of the Bond is legally authorized to transact business in the State of Nebraska; and

WHEREAS, the Bond obligates the principals and surety named therein for the faithful performance of the duties of the offices and positions held by such principals; and

WHEREAS, all applicable legal requirements with respect to said Bond have been satisfied.

NOW, THEREFORE, BE IT RESOLVED, that, the Mayor and City Council have reviewed the penalty amounts set forth in the Bond and hereby set, fix and approve said amounts as the required penalties pursuant to Neb. Rev. Stat. Section 11-104(1) and any other applicable law.

BE IT FURTHER RESOLVED, that, the recitals above are hereby adopted and approved and shall be and constitute findings and determinations of the Mayor and City Council for purposes of this Resolution; the penalty amounts

MINUTE RECORD

December 3, 2024

Organizational Meeting

No. 729 — REDFIELD DIRECT E2106195KV

set forth in the Bond are hereby adopted and approved; and the Mayor and City Council find and determine that the Bond submitted at this meeting satisfies all requirements of applicable law.

BE IT FURTHER RESOLVED, that said Bond, and the surety named therein, are hereby approved, and the Mayor is hereby authorized to endorse approval of the City Council and surety in writing on the Bond or by attachment incorporating or incorporated into said Bond by reference, which shall be and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premiums for said Bond, except for any premium that is voluntarily paid by any other person.

BE IT FURTHER RESOLVED, that the Mayor and/or City Clerk are authorized to take any other action that is necessary or appropriate to carry out the actions approved herein.

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

8. RESOLUTION – APPROVAL OF INDIVIDUAL BOND – TREASURER

Councilmember Hale introduced and moved for the adoption of Resolution No. 24-155: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING OFFICIAL BOND OF CITY TREASURER.

WHEREAS, Section 16-318 of the Nebraska Revised Statutes, as amended, and Section 31.21 of the City of La Vista Municipal Code ("Code") require that the City Treasurer give a bond in favor of the City in the amount of not less than \$25,000.00 and subject to certain conditions, including the faithful performance of official duties; the premiums of which shall be paid by the City and have been included in the budget of the City adopted for fiscal years 2024-2025 and 2025-2026; and

WHEREAS, the Statutes and Code specify requirements of bonds when bonds are required; and

WHEREAS, a bond, number 66566070, issued by Western Surety Company as surety ("Bond") has been issued and has been executed by the City Treasurer as principal and by said surety and has been submitted to the City Clerk; and

WHEREAS, the Bond has been presented by the City Clerk at this meeting for approval by the Mayor and City Council; and

WHEREAS, the submitted Bond is in joint and several form, payable to the City of La Vista, and in such amount(s) as have been fixed by Statutes or the City Council; and

WHEREAS, the Bond has been executed by the principal and the surety and the required oaths have been endorsed thereon; and

WHEREAS, the corporate surety of the Bond is legally authorized to transact business in the State of Nebraska; and

WHEREAS, the Bond obligates the principal and surety named therein for the faithful performance of the duties of the office and position held by the City Treasurer; and

WHEREAS, all applicable legal requirements with respect to said Bond have been satisfied.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council have reviewed the penalty amounts set forth in the Bond and hereby set, fix and approve said amount as the required penalty pursuant to Neb. Rev. Stat.

Section 16-318 and any other applicable law.

MINUTE RECORD

December 3, 2024
Organizational Meeting

No. 729 — REDFIELD DIRECT E2108195KV

BE IT FURTHER RESOLVED, that the recitals above are hereby adopted and approved and shall be and constitute findings and determinations of the Mayor and City Council for purposes of this Resolution; the penalty amounts set forth in the Bond are hereby adopted and approved; and the Mayor and City Council find and determine that the Bond for the City Treasurer submitted at this meeting satisfies all requirements of applicable law.

BE IT FURTHER RESOLVED, that said Bond, and the surety named therein, are hereby approved, and the Mayor is hereby authorized to endorse approval of the City Council and surety in writing on the Bond or by attachment incorporating or incorporated into said Bond by reference, which shall be and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premiums for said Bond (except for any premium that is voluntarily paid by any other person), including all renewal premiums necessary, if any, to continue said bond in effect during the term of office of the Treasurer.

BE IT FURTHER RESOLVED, that the Mayor and/or City Clerk are authorized to take any other action that is necessary or appropriate to carry out the actions approved herein.

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

9. COMMENTS FROM THE FLOOR

There were no comments from the floor.

10. COMMENTS FROM THE MAYOR AND COUNCIL

Councilmember Frederick thanked City Administrator Gunn for being supportive.

At 6:51 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Monthly Statement of Revenue and Expenditure

November

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	68,695	5,589	-	-	-	-	74,283	-	-
Sales and use taxes	594,360	297,180	-	-	297,180	-	1,188,720	-	-
Other Taxes ²	301,332	-	-	-	10,309	-	311,641	-	-
Licenses and Permits	33,292	-	-	-	-	-	33,292	-	-
Intergovernmental Revenues ³	183,886	-	-	-	-	-	183,886	-	-
Charges for Services	47,641	-	-	-	-	-	47,641	-	-
Grant Income	44,682	-	-	-	-	-	44,682	-	-
Lottery Proceeds	-	-	-	89,358	-	-	89,358	-	-
Interest Income	53,718	39,905	2,992	18,506	23,944	5,844	144,910	23,385	23,385
Sewer Fees	-	-	-	-	-	-	-	534,557	534,557
Other Revenues ⁴	23,142	32,350	-	-	-	18,375	73,867	4	4
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	1,350,749	375,024	2,992	107,864	331,433	24,219	2,192,281	557,946	557,946
Expenditures									
CIP/Capital Outlay	280,511	-	206,338	-	1,375	-	488,224	51,452	51,452
Debt Service: Principal Expense	-	55,000	-	-	-	-	55,000	-	-
Debt Service: Interest Expense	-	804	-	-	-	-	804	-	-
Debt Service: Bond Issue Expense	-	250	-	-	-	-	250	-	-
General Government Expenses	274,342	13,642	-	-	-	-	287,983	900	900
Public Works	155,389	-	-	-	-	-	155,389	-	-
Public Safety	774,558	-	-	-	-	16,228	790,787	-	-
Culture and Recreation	179,446	-	-	-	-	-	179,446	-	-
Public Library	81,309	-	-	-	-	-	81,309	-	-
Community Betterment	-	-	-	42,274	-	-	42,274	-	-
Community Development	71,843	-	-	-	5,289	-	77,131	-	-
Sewer	-	-	-	-	-	-	-	48,202	48,202
Total Expenditures	1,817,398	69,696	206,338	42,274	6,664	16,228	2,158,597	100,555	100,555
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Change in Net Position	(466,649)	305,329	(203,346)	65,590	324,769	7,991	33,684	457,391	457,391

Key Trends

Revenue

Interest Income is \$158K over budget.

Expenditures

Bond payments out of Debt Service \$56K

¹Nonmajor Funds (EDF, OSP, PAF, QSF, TIF)

²Other tax - OCC, Hotel, Rest

³Intergovernmental Rev - rev for state, county, other municipality

⁴Other rev - parking, library, other misc.



City of La Vista NE
Monthly Treasurer Report
November FY25

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,643,167	4.2%		\$ 5,683	
	Dayspring Bank	\$ -	0.6%		\$ -	
	Total CD's	\$ 1,643,167				
Money Market	Access Bank	\$ 1,055,090	2.8%	\$ 2,936		
	Dayspring Bank	\$ 6,007,323	4.8%	\$ 23,323		
	NPAIT	\$ 27,373,869	4.9%	\$ 108,619		
	Nebraska Class	\$ 8,667,902	4.8%	\$ 32,274		
	NFIT	\$ -				
	Total Money Market	\$ 43,104,185				
Checking	Access Bank	\$ 2,632,264	1.0%	\$ 619		
Checking	Dayspring Bank-FSA	\$ 28,341	4.9%	\$ 74		
Savings	Access Bank	\$ 624,808	1.0%	\$ 450		\$ -
Checking	Access Bank-Health Ins	\$ 78,775	1.0%	\$ 60		
	Total Portfolio	\$ 48,111,540		\$ 168,355	\$ 5,683	

Key Trends

- Unrestricted cash of \$15M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- Interest Rates are starting to decline as the Fed lowers rates

TitleCore National, LLC
 8701 West Dodge Road
 Suite 150
 Omaha, Nebraska 68114
 402-333-8100



Invoice

Date: 12/03/2024
 Number: 4760

**City of La Vista
 9900 Portal Road
 La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-20	La Vista City Centre Replat Three		Title Certificate		\$275.00
				Total	\$275.00
				Total Due	\$275.00

On Rec'd Pay
 PMS 12/15/24
 16.21.0917acc - 97RT 19008



Value Focused. Community Minded. Quality Driven.

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

October 30, 2024

Project No: 0000-120869.00
Invoice No: 299692

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

Professional Services from September 23, 2024 to October 20, 2024

Task 00004 Final Design & Bid Package Development

Professional Personnel

	Hours	Rate	Amount
Sr Project Manager O'Bryan, Timothy	2.00	220.50	441.00
Project Manager II Carpenter, Daniel	6.00	198.00	1,188.00
Project Engineer II Barahona, Alejandro	.50	150.00	75.00
Designer II Najera, Gabriel	47.50	132.00	6,270.00
Intern Goff, Alexander	9.50	67.50	641.25
Totals	65.50		8,615.25
Total Labor			8,615.25
		Total this Task	\$8,615.25

Billing Limits

	Current	Prior	To-Date
Total Billings	8,615.25	166,498.66	175,113.91
Limit			211,749.82
Remaining			36,635.91

Total this Invoice **\$8,615.25**

Oct 30 PA-1
PMO 12/15/24
05.71.0917.000- STRT 17003



Value Focused. Community Minded. Quality Driven.

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

November 26, 2024

Project No: 0000-120869.00
Invoice No: 302634

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

Professional Services from October 21, 2024 to November 17, 2024

Task	00004	Final Design & Bid Package Development		
Professional Personnel				
		Hours	Rate	Amount
Project Engineer II Barahona, Alejandro		6.50	150.00	975.00
Designer II Najera, Gabriel		34.50	132.00	4,554.00
Intern Aka, Yannis		17.00	67.50	1,147.50
		58.00		6,676.50
	Total Labor			6,676.50
			Total this Task	\$6,676.50
Billing Limits				
Total Billings Limit Remaining		Current	Prior	To-Date
		6,676.50	175,113.91	181,790.41
				211,749.82
				29,959.41
			Total this Invoice	\$6,676.50

Outstanding Invoices

Number	Date	Balance
299692	10/30/2024	8,615.25
Total		8,615.25

OH TO PAY
PMD 12/5/24
05-71-0917.000-5TRT17003

**PAYMENT RECOMMENDATION NO. 1 ON CONTRACT FOR
CITY OF LA VISTA MUNICIPAL POOL DEMOLITION**

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

Contractor: Vixen Construction LLC
23094 Old Lincoln Road
Crescent, IA 51526

CONTRACT AMOUNT: **\$96,700.00**

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S): **NONE**

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization/Demobilization	1 L.S.	\$ 3,000.00 / L.S.	\$ 3,000.00
2	Install Silt Fence	0 L.F.	\$ 5.00 / L.F.	\$ 0.00
3	Maintain Silt Fence	0 L.F.	\$ 1.00 / L.F.	\$ 0.00
4	Remove Silt Fence	0 L.F.	\$ 1.00 / L.F.	\$ 0.00
5	Install Construction Entrance	1 L.S.	\$ 1,500.00 / L.S.	\$ 1,500.00
6	Maintain Construction Entrance	1 L.S.	\$ 1,000.00 / L.S.	\$ 1,000.00
7	Remove Construction Entrance	1 L.S.	\$ 500.00 / L.S.	\$ 500.00
8	Clearing and Grubbing Trees Over 18" to 27" Diameter	10 EA.	\$ 300.00 / EA.	\$ 3,000.00
9	Remove Manhole	0 EA.	\$ 1,000.00 / EA.	\$ 0.00
10	Remove Area Inlet	1 EA.	\$ 1,000.00 / EA.	\$ 1,000.00
11	Remove Fence (Chain Link)	900 L.F.	\$ 4.00 / L.F.	\$ 3,600.00
12	Remove Pavement	1,600 S.Y.	\$ 5.00 / S.Y.	\$ 8,000.00
13	Remove Existing Pools	1 L.S.	\$ 5,000.00 / L.S.	\$ 5,000.00
14	Remove Existing Light Pole and Footing	8 EA.	\$ 500.00 / EA.	\$ 4,000.00
15	Remove Existing Utility Pole and Power Line	2 EA.	\$ 500.00 / EA.	\$ 1,000.00
16	Disconnect and Remove Existing Power Service	1 L.S.	\$ 1,500.00 / L.S.	\$ 1,500.00
17	Remove Existing Post	4 EA.	\$ 500.00 / EA.	\$ 2,000.00
18	Remove Existing Building	1 LS.	\$ 18,000.00 / LS.	\$ 18,000.00
19	Remove Existing Picnic Structure	1 LS.	\$ 500.00 / LS.	\$ 500.00
20	Remove Existing Umbrella Structure	2 EA.	\$ 500.00 / EA.	\$ 1,000.00
21	Excavation Haul-Off (Sand)	430 C.Y.	\$ 10.00 / C.Y.	\$ 4,300.00
22	Embankment - Borrow (Haul-In)	1,640 C.Y.	\$ 9.00 / C.Y.	\$ 14,760.00
23	Construct PCC Curb Ramp	0 S.F.	\$ 35.00 / S.F.	\$ 0.00
24	Construct Detectable Warning Panel	0 S.F.	\$ 24.00 / S.F.	\$ 0.00

Item	Description	Approx. Quantities	Unit Price		Amount	
25	Place Topsoil - Borrow (Haul In)	350 C.Y.	15.00	C.Y.	\$	5,250.00
26	Install Rolled Erosion Control, Type I with Seeding - Type A	0 S.Y.	\$ 2.00	/ S.Y.	\$	0.00
27	Remove Existing Private Storm and Sanitary Sewer Service Piping	0 L.S.	\$ 2,000.00	/ L.S.	\$	0.00
28	Construct Pipe Plug	0 EA.	\$ 1,000.00	/ EA.	\$	0.00
29	Construct 9" Combination Curb and Gutter	0 L.F.	\$ 70.00	/ L.F.	\$	0.00
TOTAL					\$	78,910.00
LESS 5% RETAINED					\$	3,945.50
LESS PREVIOUS PAYMENT RECOMMENDATION(S)						NONE
TOTAL DUE TO CONTRACTOR					\$	74,964.50

We recommend that payment in the amount of \$74,964.50 be made to Vixen Construction LLC.

Respectfully submitted,



Trevor Veskna, P.E.

THOMPSON, DREESSEN & DORNER, INC.

OKTC PA-1
PMN 12/5/24

16210918.000 - PARH20003

TDV/bph

cc: Vixen Construction LLC

Invoice

6457 Frances Street, Suite 200
Omaha, NE 68106
402-393-4100 Fax 402-393-8747

Pat Dowse
Director Public Works
City of La Vista
Email Inv: pdowse@cityoflavista.org
CC: csolberg@cityoflavista.org
8116 Park View Boulevard
La Vista, NE 68128-2198

December 03, 2024

Project No: 10-17105-42
Invoice No: 0242260

Project 10-17105-42 La Vista CC Lot 12 Surface Parking Lot

Billing Period: November 01, 2024 to November 30, 2024

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	4,875.00	100.00	4,875.00	4,875.00	0.00
Construction Documents	26,000.00	100.00	26,000.00	26,000.00	0.00
Bid Negotiation	1,625.00	100.00	1,625.00	1,625.00	0.00
Construction Services	27,090.00	95.7758	25,945.67	18,963.00	6,982.67
Total Fee	59,590.00		58,445.67	51,463.00	6,982.67
		Total Fee			6,982.67

Consultants

Thompson Dreessen & Dorner Inc	6,159.45
Total Consultants	6,159.45
Total this Invoice	\$13,142.12

Outstanding Invoices

Number	Date	Balance
0236905	7/31/2024	12,025.00
0241150	11/5/2024	15,552.00
Total		27,577.00

Billings to Date

	Current	Prior	Total
Fee	6,982.67	51,463.00	58,445.67
Consultant	6,159.45	7,425.00	13,584.45
Totals	13,142.12	58,888.00	72,030.12

We appreciate your confidence in us and thank you in advance for your payment.
Being environmentally friendly, we encourage payments via Wire Transfer.
Routing number: 121000248 Account Number: 4945435436 Swift Code:
WFBIUS6S

*Approved to Pay
CAS 11/5/2024*

05.71.0917.000 CMDV24001

Project	10-17105-42	La Vista CC Lot 12 Surface Parking Lot	Invoice	0242260
Billing Backup			Tuesday, December 3, 2024	
DLR Group		Invoice 0242260 Dated 12/3/2024		12:23:49 PM

Project 10-17105-42 La Vista CC Lot 12 Surface Parking Lot

Consultants

Thompson Dreessen & Dorner Inc

AP 0556839	11/12/2024	□ Thompson Dreessen & Dorner Inc /	6,159.45
		Total Consultants	6,159.45
		Total this Project	\$6,159.45
		Total this Report	\$6,159.45

Approved by
Lana Bayless
10/22/2024



10-17105-42 1010 438.08

\$5,599.50

RT: Bayless

INVOICE

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

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

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

LA VISTA CITY CENTRE
LOT 12 PARKING LOT
10-17105-42

DLR GROUP
LANA BAYLESS
6457 FRANCES ST., #200
OMAHA, NE 68106-2278

Invoice number 166483
Date 10/28/2024

Project 0870-116 LOT 12 LA VISTA CITY CENTRE
PARKING LOT

Professional Services from August 29, 2024 through October 13, 2024

SEE ATTACHED FOR DETAIL

Description	70% of estimated total of \$5,280	Current Billed
Construction Materials Testing and Special Inspections		3,679.50
SWPPP Inspections		1,920.00
		Total 5,599.50
	41% of estimated total of \$4,650	Invoice total 5,599.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
166483	10/28/2024	5,599.50	5,599.50	0.00	0.00	0.00	0.00
	Total	5,599.50	5,599.50				

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

Thompson, Dreessen & Dorner, Inc.

CONSTRUCTION TESTING SERVICES, UNIT PRICES
LOT 12 CITY CENTRE - PARKING LOT
CITY CENTRE DR AT S 84TH STREET
LA VISTA, NEBRASKA

DESCRIPTION	UNIT PRICE	UNIT ITEM	BILLING UNITS
			CMT Civil Site
			Date Period 8/29/24 - 10/13/24
Engineering and Special Inspection			
Principal Engineer	\$215.00	/hr	1.0
Senior Professional Engineer	\$180.00	/hr	2.0
Staff Project Engineer	\$140.00	/hr	
Senior Construction Observer	\$110.00	/hr	8.0
Construction Observer	\$90.00	/hr	5.0
Special Inspector - Reinforced Concrete/Pre Cast Concrete	\$95.00	/hr	
Special Inspector - Structural Masonry	\$95.00	/hr	
Special Inspector - Structural Steel	\$100.00	/hr	
Special Inspector - Light Gauge/Wood Assemblies	\$100.00	/hr	
Clerical	\$75.00	/hr	0.5
Soil Testing - Laboratory			
Moisture Density Relationship (Standard Proctor), ASTM D1557	\$225.00	/each	
Specific Gravity of Soils, ASTM D854	\$50.00	/each	
Grain Size Analysis (hydrometer), ASTM D422	\$150.00	/each	
Sieve Analysis (gradation), ASTM C136	\$100.00	/each	
Atterberg Limits (multi-point method), ASTM D4318	\$100.00	/each	
Laboratory Moisture content, ASTM D2216	\$25.00	/each	
Laboratory Density and Moisture content, ASTM 2937, D2216	\$30.00	/each	
Soil Testing - Field			
Grading Fill Compaction (with drill rig sampling)	\$235.00	/hr	
Nuclear Method, Field Soil Density Test, ASTM D6938	\$20.00	/each plus Observer Hourly Rate	22
Portland Cement Concrete Testing - Field & Laboratory			
Cast Set of 4 Cylinders; furnish molds, slump test per ASTM C143, air content per ASTM C231 or ASTM C173, temperature per ASTM C1064, and cast per ASTM C31	\$25.00	/set plus Observer Hourly Rate	6
Cast Additional Specimens for Filed or Lab Cure Use	\$4.00	/cylinder	
Field Unit Weight of Concrete, ASTM C138	\$22.00	/each	
Compressive Strength of Cylinders, ASTM C39	\$18.00	/cylinder	
Hold and Cure Compressive Strength Specimen (if not tested)	\$15.00	/specimen	24
Core Sampling (w/ core rig)	\$95.00	/core	
Compressive Strength of Cores, ASTM C39 (includes trimming)	\$55.00	/core	
Laboratory Measured Core Length, ASTM C174	\$15.00	/core	
Laboratory Measured Cylinder Density, ASTM C567	\$25.00	/cylinder	
Erosion Control (SWPPP) Inspection			
Site inspection visit (includes mileage, reporting, and maintenance notification)	\$215.00	/ site visit	8
Site Signage (materials and installation)	\$200.00	/ea	1
Closure Application and Submission	\$150.00	/ea	
Trip Charge			
Trip Charge (observer/inspector)	\$65.00	/trip	11
		Invoice Total	\$5,599.50
		Total Invoiced to Date	\$5,599.50

Barbara Renninger

From: Lana Bayless
Sent: Thursday, November 7, 2024 8:24 AM
To: Ann Sierzant; Barbara Renninger
Cc: Matthew Gulsvig
Subject: LVCC - Lot 12 - Consultant Invoice #2
Attachments: inv_TD2-166483_241028.pdf

Good morning Ann & Barbara -

Yesterday afternoon I received in my mailbox Invoice #2 for some of TD2's services as a subconsultant to DLR Group for construction materials testing, special inspections and SWPPP inspections for the LVCC Lot 12 parking lot - 10-17105-42 for a total of \$5,599.50.

The costs are within the estimated amounts for the scope of services performed, so this invoice should be approved and paid as soon as possible.

I'm attaching a copy of the invoice to this email and it is saved here as well:

\\dlrgroup\data\projects\OMA\10-17105-42\+Acctg\Consultants\Invoices\inv_TD2-166483_241028.pdf

As with the last TD2 invoice, we can invoice the City for this consultant scope at cost +10% - so it can invoice at \$5,599.60*1.1 = \$6,159.56

5 | Reimbursable Expenses:

In addition to the Lump Sum Construction Services Fee noted above, DLR Group proposes a not to exceed reimbursables amount of Twenty Three Thousand Five Hundred Dollars (\$23,500) to cover DLR Group reimbursable expenses, and sub-consultant expenses to TD2, who will provide Construction Staking and Surveying, Special Inspections and Materials Testing, and SWPPP Inspection services:

DLR Group reimbursable expenses will be invoiced based upon the expenses incurred plus 10%, at the Rates defined in Exhibit A, Prevailing Reimbursable Expenses.

Reimbursable costs for sub-consultant services are based on anticipated visits as defined in this letter and within TD2's Construction Services Unit Prices as shown on Exhibit C. Additional testing or site visits will be considered additional services performed at the Unit Prices noted on Exhibit C.

DLR Group will invoice the Owner for TD2's Construction Staking and Surveying, Special Inspections and Materials Testing, and SWPPP Testing as a Reimbursable Consultant at cost plus 10% for managing and coordination.

6 | Additional and Supplemental Services

In addition to those listed in the AIA B103 Agreement, any services not specifically provided for in the above scope, or that are beyond the assumptions listed below, will be considered additional services and can be performed at our current hourly rates or mutually agreed upon lump sum. Additional services will only be performed after receipt of written notice to proceed by Owner. Additional services that can be provided, but are not limited to, the following:

Let me know if you have any questions.

Have an amazing day!

Lana J. Bayless, PE

Civil Engineering Leader | Principal

lbayless@dlrgroup.com

DLR Group

o: 402-393-4100 | d: 402-972-4040 | m: 402-871-5276



1015 North 98th Street, Suite 300
 Omaha, NE 68114-2357
 (402) 391-2211

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

Invoice number 5524-00-003
 Date 12/06/2024
 Project 5524-00 City of La Vista Public Library
 Renovation

Professional Services through November 30, 2024

Study

Lump Sum Fee: \$9,500.00

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Study	9,500.00	100.00	9,500.00	7,500.00	2,000.00
Total	9,500.00	100.00	9,500.00	7,500.00	2,000.00

Invoice total 2,000.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
5524-00-002	11/07/2024	4,500.00	4,500.00				
5524-00-003	12/06/2024	2,000.00	2,000.00				
	Total	6,500.00	6,500.00	0.00	0.00	0.00	0.00

05.71.0917.000-LIBR 23001
 R. Ramirez
 12/11/24

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 17, 2024 AGENDA**

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

SYNOPSIS

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

FISCAL IMPACT

Certification is required to receive an incentive payment for Calendar Year 2024.

RECOMMENDATION

Approval.

BACKGROUND

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2020.

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

WHEREAS, The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista, Nebraska is hereby authorized to sign the Year-End Certification of City Street Superintendent 2024.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

K:\APPS\City Hall\24 FINAL RESOLUTIONS\24. Street Superintendent
Certification - Authorize Mayor Signature 12.17.2024.Doc



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

October 16, 2024

Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2024 with the Nebraska Department of Transportation (NDOT) by December 31, 2024.

Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2024. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

The attached YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT and SIGNING RESOLUTION, together with a copy of the DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S) for CALENDAR YEAR 2024, is the basis for determining the calendar year 2024 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2024:**

- **[Signing Resolution \(Page 1\)](#)**: The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **[Year-End Certification of City Street Superintendent \(Page 2\)](#)**: If more than one individual provided street superintending services during Calendar Year 2024, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **[Documentation of the City Street Superintendent\(s\) Appointment\(s\) \(Page 3\)](#)**: Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) for Calendar Year 2024 by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the beginning date of the appointment. **For most municipalities this information may be found in the November or December 2023 or the January 2024 meetings minutes.**

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2024 and the municipality does not complete and return the above documentation to the NDOT by December 31, 2024, the municipality will not receive an Incentive Payment for Calendar Year 2024.

Payment: If your municipality qualifies, payment will be scheduled for February 2025. Reference Neb. Rev. Stat. §39-2515. **Additional information** on Incentive Payments is available on the NDOT Boards - Liaison Service Website: <https://dot.nebraska.gov/business-center/lpa/boards-liaison/>

Please let me know if you have any questions. Email: ndot.blshelp@Nebraska.gov
Phone: (402) 479-4436

Sincerely,

To Major A. Schub

LeMoine D. Schulz
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation

LDS/2024

Attachments (3)

Vicki Kramer, Director
Department of Transportation

MAILING ADDRESS **PHYSICAL ADDRESS**
PO Box 94759 1500 Nebraska Pa
Lincoln, NE 68509-4759 Lincoln, NE 68502

dot.nebraska.gov

Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2024

Resolution No. _____

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

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

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

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

Be it resolved that the Mayor Village Board Chairperson of _____
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____, at _____, Nebraska.

City Council/Village Board Members

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

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: _____, 2024 to _____, 2024
Month

***1(a)** The municipality of _____ certifies that: _____
(Print name of City or Village)

was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: _____
one

Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as *(Check all boxes that apply)* city engineer village engineer public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____ and Class of License _____, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____
Signature of Mayor *Village Board Chairperson*
Check one box

***3** If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2024 to the back of this Page: For most municipalities this information may be found in the **November or December 2023 or the January 2024 meetings minutes**. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email NDOT.BLSHelp@Nebraska.gov if you have any questions about what to attach for documentation.

RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
9(E)	12/04/2024	POINT C HEALTH	7,205.67	N
143769	12/04/2024	BCDM ARCHITECTS	4,500.00	N
143770	12/04/2024	NL & L CONCRETE	178,185.75	N
143771	12/04/2024	TITLECORE NATIONAL, LLC	1,375.00	N
143772	12/09/2024	AUTO TOOLS INC	11,322.00	N
143773	12/09/2024	LOWES	665.05	N
1262007(E)	12/09/2024	US BANK NATIONAL ASSOCIATION	35,461.23	N
10(E)	12/17/2024	POINT C HEALTH	3,837.16	N
143774	12/17/2024	ABE'S TRASH SERVICE	72.00	N
143775	12/17/2024	AMAZON CAPITAL SERVICES, INC.	1,934.09	N
143777	12/17/2024	APWA-AMER PUBLIC WORKS ASSN	7,150.00	N
143778	12/17/2024	ARMBRUST, TODD M	44.08	N
143779	12/17/2024	ARNOLD MOTOR SUPPLY	2,836.91	N
143782	12/17/2024	BAKER & TAYLOR LLC	1,077.50	N
143783	12/17/2024	BARCAL, ROSE	144.36	N
143784	12/17/2024	BIG RED LOCKSMITHS	39.00	N
143785	12/17/2024	BISHOP BUSINESS EQUIPMENT COMPA	589.62	N
143786	12/17/2024	BOBCAT OF OMAHA	842.51	N
143787	12/17/2024	BRITE IDEAS DECORATING	13,650.15	N
143788	12/17/2024	CENTER POINT, INC.	290.04	N
143789	12/17/2024	CINTAS CORPORATION NO. 2	167.06	N
143790	12/17/2024	CONCRETE SUPPLY, INC.	9,664.75	N
143791	12/17/2024	CORNHUSKER INTL TRUCKS INC	1,835.28	N
143792	12/17/2024	D & K PRODUCTS	1,914.75	N
143793	12/17/2024	DARECATALOG.COM	1,470.15	N
143794	12/17/2024	DATASHIELD CORPORATION	180.00	N
143795	12/17/2024	DEMCO INCORPORATED	303.65	N
143796	12/17/2024	DOG WASTE DEPOT	791.92	N
143797	12/17/2024	DORSCHER, TRISTEN	225.00	N
143798	12/17/2024	DOUGLAS COUNTY SHERIFF'S OFC	575.00	N
143799	12/17/2024	DULTMEIER SALES LLC	89.50	N
143800	12/17/2024	EBSCO INFORMATION SERVICES	1,840.00	N
143801	12/17/2024	EYMAN PLUMBING INC	332.50	N
143802	12/17/2024	FIKES COMMERCIAL HYGIENE LLC	15.50	N
143803	12/17/2024	FIRST RESPONDER OUTFITTERS, INC	1,102.06	N
143804	12/17/2024	GALE	392.86	N
143805	12/17/2024	GENUINE PARTS COMPANY-OMAHA	649.61	N
143806	12/17/2024	GOMON, KRAIG	132.95	N
143807	12/17/2024	GREAT PLAINS UNIFORMS	20.00	N
143808	12/17/2024	HANEY SHOE STORE	189.99	N
143809	12/17/2024	HAPPY TREES LLC	14,000.00	N
143810	12/17/2024	HARBOR FREIGHT TOOLS	299.75	N
143811	12/17/2024	HELGET SAFETY SUPPLY INC	198.00	N
143812	12/17/2024	HOBBY LOBBY STORES INC	24.70	N
143813	12/17/2024	HOLBUS, STEPHANIE	61.36	N
143814	12/17/2024	HOME DEPOT CREDIT SERVICES	99.92	N
143815	12/17/2024	HONEYMAN RENT-ALL #1	1,847.32	N
143816	12/17/2024	HY-VEE INC	350.93	N
143817	12/17/2024	INGRAM LIBRARY SERVICES LLC	2,409.06	N
143818	12/17/2024	JANITOR DEPOT MIDWEST LLC	294.32	N
143819	12/17/2024	KANOPI, INC.	185.00	N
143820	12/17/2024	KIMBALL MIDWEST	1,761.99	N
143821	12/17/2024	KRIHA FLUID POWER CO INC	414.23	N
143822	12/17/2024	LABRIE, DONALD P	600.00	N
143823	12/17/2024	LARSEN SUPPLY COMPANY	1,005.22	N
143824	12/17/2024	LEAGUE OF NEBRASKA MUNICIPALITIE	100.00	N
143825	12/17/2024	LILLIANNA SPANGLER	246.50	N
143826	12/17/2024	LOGAN CONTRACTORS SUPPLY	234.06	N
143827	12/17/2024	MACQUEEN EQUIPMENT LLC	4,938.00	N
143828	12/17/2024	MATHESON TRI-GAS INC	271.32	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143829	12/17/2024	MENARDS-RALSTON	924.92	N
143830	12/17/2024	MICHAEL TODD AND COMPANY INC	1,729.52	N
143831	12/17/2024	MIDSTATES CONSTRUCTION PRODUCT	3,590.00	N
143832	12/17/2024	MIDWEST PLASTICS INCORPORATED	40.00	N
143833	12/17/2024	MIDWEST TURF & IRRIGATION	271.23	N
143834	12/17/2024	MILLARD METAL SERVICES INC	90.00	N
143835	12/17/2024	MOBOTREX, INC.	5,265.00	N
143836	12/17/2024	MSC INDUSTRIAL SUPPLY CO	138.81	N
143837	12/17/2024	NEBRASKA ARBORISTS ASSOCIATION	145.00	N
143838	12/17/2024	NEBRASKA NOTARY ASSOCIATION	113.32	N
143839	12/17/2024	NEBRASKA STATE FIRE MARSHAL	240.00	N
143840	12/17/2024	O'REILLY AUTO PARTS	817.00	N
143841	12/17/2024	OCLC INC	89.53	N
143842	12/17/2024	OFFICE DEPOT INC	413.26	N
143843	12/17/2024	OLSSON, INC.	900.00	N
143844	12/17/2024	OMNI ENGINEERING	1,035.90	N
143845	12/17/2024	ONE CALL CONCEPTS INC	342.28	N
143846	12/17/2024	PAPILLION SANITATION	720.46	N
143847	12/17/2024	PORT-A-JOHNS	90.00	N
143848	12/17/2024	PROGRESSIVE BUSINESS TECHNOLOGI	133.95	N
143849	12/17/2024	PROJECT LIFESAVER INC	288.27	N
143850	12/17/2024	QUALITY AUTO REPAIR & TOWING, IN	125.00	N
143851	12/17/2024	REACH SPORTS MARKETING GROUP, I	350.00	N
143852	12/17/2024	ROOTED TREE SPECIALISTS	650.00	N
143853	12/17/2024	ROSARIO CANIGILA	1,900.00	N
143854	12/17/2024	RTG BUILDING SERVICES INC	6,765.00	N
143855	12/17/2024	SARPY COUNTY COURTHOUSE	4,627.00	N
143856	12/17/2024	SHERWIN-WILLIAMS	84.58	N
143857	12/17/2024	SIGN IT	48.00	N
143858	12/17/2024	SOUTH, RYAN	387.00	N
143859	12/17/2024	STRADA OCCUPATIONAL HEALTH	270.00	N
143860	12/17/2024	TED'S MOWER SALES & SERVICE INC	9.29	N
143861	12/17/2024	THE WALDINGER CORPORATION	6,435.78	N
143862	12/17/2024	THEATRICAL MEDIA SERVICES INC	1,075.00	N
143863	12/17/2024	THOMPSON DREESSEN & DORNER, IN	225.00	N
143864	12/17/2024	THREE RIVERS LIBRARY SYSTEM	5.00	N
143865	12/17/2024	TORNADO WASH LLC	154.00	N
143866	12/17/2024	TRANS UNION RISK AND ALT. DATA S	75.00	N
143867	12/17/2024	TRAVELIN' TOM'S COFFEE TRUCK WEST	520.00	N
143868	12/17/2024	U.S. CELLULAR	259.56	N
143869	12/17/2024	UNITE PRIVATE NETWORKS LLC	4,950.00	N
143870	12/17/2024	UNITED PARCEL SERVICE	43.31	N
143871	12/17/2024	VERIZON CONNECT FLEET USA	608.00	N
143872	12/17/2024	VERIZON WIRELESS	18.02	N
143873	12/17/2024	VERMEER HIGH PLAINS	183.14	N
143874	12/17/2024	VEST VISUALS	3,500.00	N
143875	12/17/2024	VOIANCE LANGUAGE SERVICES, LLC	37.64	N
143876	12/17/2024	WALMART COMMUNITY BRC	387.73	N
143877	12/17/2024	WELDON PARTS INC.	1,850.11	N
143878	12/17/2024	WESTLAKE HARDWARE INC NE-022	1,653.10	N
143879	12/17/2024	WESTLAKE HARDWARE INC NE-022	107.89	N
1262019(A)	12/17/2024	CITY OF OMAHA	329,908.01	N
1262019(E)	12/17/2024	ACTIVE NETWORK LLC	283.71	N
1262020(E)	12/17/2024	BLACK HILLS ENERGY	3,082.98	N
1262020(A)	12/17/2024	HGM ASSOCIATES, INC.	46,855.02	N
1262021(E)	12/17/2024	CENTURY LINK/LUMEN	80.73	N
1262022(E)	12/17/2024	COX COMMUNICATIONS, INC.	99.00	N
1262023(E)	12/17/2024	ESSENTIAL SCREENS	270.40	N
1262024(E)	12/17/2024	GREAT PLAINS COMMUNICATION	1,085.24	N
1262025(E)	12/17/2024	MARCO INCORPORATED	153.87	N

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Check #	Check Date	Vendor Name	Amount	Voided
1262026(E)	12/17/2024	MID-AMERICAN BENEFITS INC	5,293.88	N
1262027(E)	12/17/2024	NE DEPT OF REVENUE-SALES TAX	90.29	N
1262028(E)	12/17/2024	U.S. CELLULAR	2,227.69	N
1262029(E)	12/17/2024	ADP INC	456,896.02	N
1262030(E)	12/17/2024	MISSIONSQUARE RETIREMENT	76,728.95	N
		TOTAL:	1,300,194.72	

APPROVED BY COUNCIL MEMBERS ON: 12/17/2024

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 17, 2024 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – PICKUP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRUCE FOUNTAIN COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2025 Chevrolet 1500, Double Cab, 4x4 pickup truck from Sid Dillon Fleet and Commercial, Wahoo, Nebraska in an amount not to exceed \$40,000.

FISCAL IMPACT

The FY25/FY26 Biennial Budget includes funding for this purchase.

RECOMMENDATION

Approval.

BACKGROUND

This truck is replacing truck #405 that was purchased in 2005.

The truck will be purchased off the State of Nebraska Contract #16081.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2025 CHEVROLET 1500, DOUBLE CAB, 4X4 TRUCK FROM SID DILLON FLEET AND COMMERCIAL, WAHOO, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$40,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Double Cab, 4X4 Truck is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2025 Chevrolet 1500, Double Cab, 4X4 Truck from Sid Dillon Fleet and Commercial, Wahoo, Nebraska in an amount not to exceed \$40,000.00.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

State - 1500 Dbl Cab WT 4x4

Prepared For: City of LaVista

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck





Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Sid Dillon Fleet & Commercial

Dealership Information

Sid Dillon Fleet & Commercial
Wahoo, NE.

Thanks

Prepared By:

Ron Fullerton
Sid Dillon Fleet & Commercial
402-540-7578
ron.fullerton@siddillon.com

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$43,600.00
Total Options	(\$690.00)
Vehicle Subtotal	\$42,910.00
Destination Charge	\$1,995.00
Grand Total	\$44,905.00

State Contract....16081 OC

Base.....37113.00
All Terrain tires.....200.00
WT Value Pkg.....960.00
Spray Liner.....545.00

Total.....38,818.00

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Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.



Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10753	2025 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION
—	Option/package discount (Requires (L3B) TurboMax engine or (PEB) WT Value Package.) *DISCOUNT*
1WT	Work Truck Preferred Equipment Group includes standard equipment
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)
FE9	Emissions, Federal requirements
GAZ	Summit White
GU6	Rear axle, 3.42 ratio
H1T	Jet Black, Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.) *GROSS*
MFC	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and Includes (DD8) auto dimming rearview mirror.)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

OPTIONS

CODE	DESCRIPTION
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZW9) pickup bed delete.) *GROSS*
QDV	Tires, 265/70R17 all-terrain, blackwall
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)

Options Total

Standard Equipment

Package

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

Mechanical

Durabed, pickup bed

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

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

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.)

Rear axle, 3.42 ratio

Push Button Start

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

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

Four wheel drive

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

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

Mechanical

Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
Recovery hooks, front, frame-mounted, Black
Frame, fully-boxed, hydroformed front section
Suspension Package, Standard
Steering, Electric Power Steering (EPS) assist, rack-and-pinion
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill
Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
Tires, 255/70R17 all-season, blackwall (STD)
Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
Bumpers, front, Black (semi-gloss)
Bumpers, rear, Black (semi-gloss)
CornerStep, rear bumper
Cargo tie downs (12), fixed rated at 500 lbs per corner
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
Taillamps with incandescent tail, stop and reverse lights
Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
Glass, solar absorbing, tinted
Door handles, Black
Tailgate and bed rail protection cap, top
Tailgate, standard

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

Exterior

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

Tailgate, gate function manual, no EZ Lift

Entertainment

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

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

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

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

Interior

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

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

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

Steering wheel, urethane

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

Steering column lock, electrical

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

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

Interior

- Remote Keyless Entry, with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone manual
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

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

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

- HD Rear Vision Camera
- Lane Keep Assist with Lane Departure Warning
- Following Distance Indicator
- Forward Collision Alert
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

Safety-Interior

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

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

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

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

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

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

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

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

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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

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

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – RADAR DETECTION UNITS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to authorize the purchase of four (4) Wavetronic Traffic Signal Radar Detection Units from Vierregger Electric Co., Omaha, Nebraska in an amount not to exceed \$47,405.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

This project is included in the CIP and is a component of the overall traffic signal improvement program. The Wavetronic radar detection will replace the current camera detection system at 125th and Southport Pkwy that is 18 years old. Parts for this system are obsolete and are no longer available. The Wavetronic system is a radar system requiring minimal maintenance. Most detection adjustments can be made from the ground. Unlike the camera system, Wavetronic Radar is not affected by weather or sun glare and is a step forward towards the Share the Road initiative to help detect cyclists using the roadway.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FOUR (4) WAVETRONIC TRAFFIC SIGNAL DETECTION UNITS FROM VIERREGGER ELECTRIC CO., OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$47,405.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of four (4) Wavetronic Traffic Signal Detection Units are necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of four (4) Wavetronic Traffic Signal Detection Units from Vierregger Electric Co., Omaha, Nebraska in an amount not to exceed \$47,405.00.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



VIERREGGER ELECTRIC CO.

POWER • HEAT • LIGHT

4349 SOUTH 139TH STREET

OMAHA, NEBRASKA 68137

(402) 896-8008

FAX (402) 896-6550

November 14, 2024

Mr. Brady Small
City of La Vista Public Works
9900 Portal Road
La Vista, Nebraska 68128

**RE: New Controller and Wavetronix Radar Detection
125th Street & Southport Parkway, La Vista**

Brady,

Thanks very much for your request for an updated proposed for the upgrades referenced above. We are pleased to present this Proposal for your consideration.

Replace Failed Controller

SCOPE: Remove existing Econolite controller on loan from Vierregger Electric; furnish a new Siemens M60 NEMA controller from Mobotrex and install in existing pole-mounted cabinet. Programming by Mobotrex is included.

Materials	\$ 6,960.00
Labor and Equipment	<u>3,360.00</u>
Total for Controller	\$ 11,320.00

Wavetronix Radar Detection

SCOPE: Furnish and install one complete Wavetronix 4 Approach Radar System, including (4) sensors, (4) brackets, (4) harnesses, (1) spool of home run cable, and ARC 6 with SDLC cable cabinet interface device.

Materials	\$ 31,605.00
Labor and Equipment	<u>4,480.00</u>
Total for Radar Detection	\$ 36,085.00

Total for Both Items Shown Above \$ 47,405.00

Mr. Brady Small
RE: 125th Street & Southport Parkway

November 14, 2024

Page 2

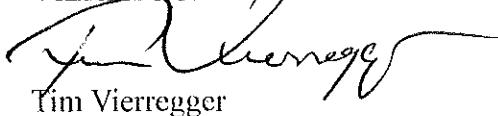
Lead time for both items is anticipated at four to six weeks.

With your Approval, we can plan to proceed to install radar cable very soon – before Winter weather impacts the underground conduits. Installation of radar detectors and commissioning can be accomplished soon after arrival of the Wavetronix equipment.

Thanks as always for your request, and please don't hesitate to contact us with any questions, comments or other requirements.

Best regards,

VIERREGGER ELECTRIC CO.



A handwritten signature in black ink, appearing to read "Tim Vierregger".

Tim Vierregger

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 17, 2024 AGENDA**

Subject:	Type:	Submitted By:
APPROVE CONTRACT & PURCHASE – BS&A UPGRADE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared to authorize the Finance Director to negotiate a contract for the purchase of an upgrade to the BS&A Software to a cloud-based system in an amount not to exceed \$110,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

BS&A is a server-based hardware is on an end-of-life schedule. By transitioning to BS&A cloud, we avoid an emergency notice to switch over to the cloud. The cloud-based solution offers enhanced accessibility, enabling our staff to access the software from any location with internet connectivity, thereby facilitating remote work scenarios and ensuring seamless collaboration across teams. Additionally, the scalability and flexibility of the cloud-based solution accommodates our evolving needs and growing data volumes, without requiring significant infrastructure investments. This scalability ensures that our software can adapt to changes in demand and organizational growth seamlessly. Moreover, migrating to the cloud eliminates the need for on-premise hardware maintenance, software updates, and infrastructure management, resulting in cost savings and operational efficiencies.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE NEGOTIATION OF A CONTRACT FOR THE PURCHASE OF AN UPGRADE TO THE BS&A SOFTWARE IN AN AMOUNT NOT TO EXCEED \$110,000.00.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska have determined that a need exists to upgrade the BS&A software; and

WHEREAS, the FY25/FY26 Biennial budget provides funding for this purchase; and

WHEREAS, the Financial Information Software Team is recommending the upgrade of BS&A Software.

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 Agreement with BS&A Software, LLC as presented at this meeting is hereby approved, subject to such additions, subtractions or modifications as the City Administrator or her designee determines necessary and appropriate.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER OF 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Proposal for:
City of La Vista, Sarpy County NE
November 20, 2024
Quoted by: Steve Rennell

Software and Services for BS&A Cloud Upgrade



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules – Annual Fee

Financial Management

General Ledger	\$5,875
Accounts Payable	\$4,815
Cash Receipting	\$5,370
Accounts Receivable	\$4,480
Fixed Assets	\$4,365
Purchase Order	\$4,705
Work Order	\$4,815
Inventory Management <i>(To be implemented at a later time when modules becomes available)</i>	\$4,590

Community Development

Building Department	\$9,610
Business Licensing	\$4,590

BS&A Online

Community Development	\$4,035
<i>Permit Application Feature - Enables contractors and the general public to submit permit applications online</i>	

Subtotal **\$57,250**

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$43,100

Cost Totals

Modules – Annual Fee	\$57,250
Upgrade Implementation	\$43,100
Total Proposed	\$100,350

Travel not expected. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

1st Payment: **\$21,550** to be invoiced upon execution of this agreement.
2nd Payment: **\$57,250** to be invoiced at activation of customer's site.
3rd Payment: **\$21,550** to be invoiced upon completion of training.

Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

		Quantity	Cost
Epson THM-6000V Series Receipt Printer*	\$1,100	x _____	= \$ _____
APG Series 100Cash Drawer**	\$275	x _____	= \$ _____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$275	x _____	= \$ _____

This will add \$ _____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer _____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

- Classroom training, \$205/person/day
- On-site training (unlimited attendees), \$1,100/day, travel not included

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

BS&A
CUSTOMER ORDER FORM

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of La Vista, Sarpy County NE	Sponsor Contact:
Billing Address: 8116 Park View Blvd., La Vista, NE 68128	Sponsor Phone:
Accounts Payable Email:	Sponsor Email:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Usage Limitations”:	
<input type="checkbox"/> <i>Number of Authorized Users:</i>	
<input type="checkbox"/> <i>Other:</i>	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$57,250 payable [annually].
Upgrade Implementation: \$43,100	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”); and (v) any Statements of Work (each an “**SOW**”) entered into by the parties, a form of which is attached to this Order .

BS&A SOFTWARE, LLC

CITY OF LA VISTA

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. **Definitions.**

1.1 **“Authorized User”** means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **“BS&A IP”** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A’s provision of the Platform but does not include Customer Data.

1.3 **“Business Contact Data”** means Personal Information that relates to BS&A’s relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **“Documentation”** means Company’s end user documentation relating to the Platform, including any user guides.

1.6 **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **“Order”** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A’s online ordering process, the results of such online ordering process.

1.8 **“Personal Information”** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **“Platform”** has the meaning set forth on the Order.

1.10 **“Professional Services”** means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.11 **“Statement of Work”** or **“SOW”** means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.12 **“Subscription Period”** means the time period identified on the Order during which Customer’s Authorized Users may access and use the Platform.

1.13 **“Third-Party Products”** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.14 **“Usage Data”** means usage data collected and processed by BS&A in connection with Customer’s use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15 **“Usage Limitations”** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A’s detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party’s intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer’s or any Authorized User’s use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A’s provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party’s intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A’s access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a “**Service Suspension**”). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 **Business Contact Data and Usage Data.** Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3. **Customer Responsibilities.**

3.1 **General.** Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 **Third-Party Products.** BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("Customer Systems"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. **Support.** Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. **Professional Services.** BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("Work Product"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. **Insurance.** During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with

coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("Fees") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-

disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, including all Business Contact Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the

Order (the “**Initial Subscription Period**”). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a “**Renewal Subscription Period**” and together with the Initial Subscription Period, the “**Subscription Period**”).

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A’s delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer’s obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer’s prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A’s personnel will not be eligible to participate in any of Customer’s employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier

(with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software"

and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B
PRICING SHEET
(Based on 11/20/24 Proposal)

Upgrade - Cloud Modules – Annual Fee

Financial Management

General Ledger	\$5,875
Accounts Payable	\$4,815
Cash Receipting	\$5,370
Accounts Receivable	\$4,480
Fixed Assets	\$4,365
Purchase Order	\$4,705
Work Order	\$4,815
Inventory Management <i>(To be implemented at a later time when modules becomes available)</i>	\$4,590

Community Development

Building Department	\$9,610
Business Licensing	\$4,590

BS&A Online

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online</i>	\$4,035
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Subtotal **\$57,250**

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$43,100

Cost Totals

Modules – Annual Fee	\$57,250
Upgrade Implementation	\$43,100
Total Proposed	\$100,350

Travel not expected. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

1 st Payment:	\$21,550 to be invoiced upon execution of this agreement.
2 nd Payment:	\$57,250 to be invoiced at activation of customer's site.
3 rd Payment:	\$21,550 to be invoiced upon completion of training.

Proposal to...
City of La Vista, Sarpy County NE
November 25, 2024
Quoted by: Steve Rennell

Onsite Training

Community Development .NET	
Four days @ \$1,100/day	\$4,400
<i>Travel Expenses</i>	\$2,250
Total Proposed	\$6,650

Trainings are scheduled from 9am-4pm

If used for multiple entities or for more than 15 attendees, please contact BS&A for appropriate pricing.

If BS&A must perform application installations for training purposes, please contact BS&A for installation fees.

Signature constitutes an order for products and services as quoted.

Signature

Date

Please complete the following for our records:

Project Contact Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 17, 2024 AGENDA

Subject:	Type:	Submitted By:
1 AND 6 YEAR STREET IMPROVEMENT PLAN	◆ RESOLUTIONS(2) ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A public hearing has been scheduled and resolutions prepared to adopt the 1 and 6 year Street Improvement Plan and to approve the submittal of compliance resolution to the Nebraska Board of Public Roads Classifications and Standards (NBCS).

FISCAL IMPACT

The FY25/FY26 Biennial Budget includes funding for years 1 & 2 of the plan.

RECOMMENDATION

Approval.

BACKGROUND

The 1 and 6 Year Plan establishes prioritization and cost estimates for street improvements which are identified in the Capital Improvement Program (CIP). Both the 1 and 6 Year Plan and CIP are living documents that may change as unforeseen issues and/or opportunities arise.

In the spring of 2019, the Nebraska Legislature passed LB82 which made significant changes to requirements related to reporting of the One and Six Plan to the Nebraska Board of Public Roads Classifications and Standards (NBCS). Counties and municipalities are still required to have a One and Six Plan on file but are only required to submit a compliance resolution to the NBCS.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE ONE-AND-SIX-YEAR PLAN FOR HIGHWAY, ROAD AND STREET IMPROVEMENTS FOR THE CITY OF LA VISTA AS SUBMITTED BY THE DIRECTOR OF PUBLIC WORKS.

WHEREAS, the Director of Public Works has revised and updated the City of La Vista One-and-Six-Year Street Plan; and

WHEREAS, the La Vista Planning Commission has reviewed the One-and-Six-Year Street Plan for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Director of Public Works; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted and reviewed by the La Vista City Council; and

WHEREAS, projects in the One-and-Six-Year Street Plan have been incorporated into the City of La Vista's Capital Improvement Plan;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the Director of Public Works and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM FOR 2024.

WHEREAS, State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

WHEREAS, State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the Mayor of La Vista is hereby authorized to sign the Municipal Annual Certification of Program Compliance form for 2024.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 24, 2024

Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2024.

Please make this an agenda item for your next City Council / Village Board meeting return to the NBCS by October 31, 2024.

To avoid the suspension of Highway-User Revenue to your municipality please complete the enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** and **SIGNING RESOLUTION** and **return them to the NBCS by October 31, 2024.** Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the Municipal Annual Certification of Program Compliance with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false Municipal Annual Certification of Program Compliance, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Roger A. Figard
Lincoln

Barbara J. Keegan
Alliance

Russell Kreachbaum, Jr.
Central City

James A. Litchfield
Wakefield

Brandie Neemann
Lincoln

Steven D. Ramos
Norfolk

Brandon Varilek
Lincoln

Edward R. Wootton, Sr.
Bellevue

LeMoyne D. Schulz
Secretary – ex officio

Note: While the signature of the City Street Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said municipality has a superintendent.

Please let me know if you have any questions. Email: ndot.blshelp@Nebraska.gov
Phone: (402) 479-4436

Sincerely,

LeMoyne D. Schulz
Secretary for the Board

LDS/2024

Attachments (2)

Vick Kramer, Director

Department of Transportation

Board of Public Roads Classifications and Standards
1400 Nebraska Parkway
PO Box 94759
Lincoln NE 68509-4759
OFFICE 402-479-4436
ndot.blshelp@nebraska.gov
dot.nebraska.gov

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to return both pages of the original document by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2024

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of _____
Check one _____ Print name of municipality
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(4/1/24)

City Council/Village Board Members

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

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to return both pages of the original document by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2024**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City Village of _____
(Check one box) (Print name of municipality)
hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.

Signature of Mayor Village Board Chairperson (Required)

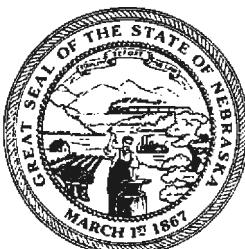
(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2024 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



Board of Public Roads Classifications and Standards
Summary of Six- Year Plan
Six-Year Period Ending – 2029

COUNTY:		CITY:		VILLAGE:	
LA VISTA					
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2024	1	M376 (228)	East La Vista (Harrison Street to Thompson Creek; 69 th Street to 72 nd Street) Construction	2.56	1,726.0
2024	2	M376 (400)	UBAS Street Rehab Briarwood Construction	1.0	522.0
2024	3	M376 (408)	Asphalt Mill & Overlay Edgewood Blvd, Valley Road, Greenleaf Dr., Lantana Court Construction	1.5	1,700.0
2024	4	M376 (230)	Giles Road Traffic Flow Improvements Design	0.60	166.0
2024	5	M376 (406)	84th St. Trail Giles to Harrison Design/ROW	1.0	250.0
2025	6	M376 (401)	Concrete Base Repair PV Heights Neighborhood Construction	1.0	1,150.0
2025	7	M376 (398)	Thompson Creek Trail (Keystone Trail to Edgewood) Design	1.0	10.8 L.V. 43.2 Fed 54.0
2025	8	M376 (406)	84th St. Trail Giles to Harrison Construction	1.0	2,450.0
2025	9	M376 (230)	Giles Road Traffic Flow Improvements (Eastport Parkway to I-80 Ramps) Design/ROW	1.20	700.0
2025	10	M376 (202)	Harrison St. Bridge (92 nd St.) Construction	.1	500.0
SIGNATURE:			TITLE:	DATE:	
			STREET SUPERINTENDENT (S-1046)	12/10/2024	

Board of Public Roads Classifications and Standards
Summary of Six- Year Plan
Six-Year Period Ending – 2029

COUNTY:		CITY:		VILLAGE:		
LA VISTA						
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)	
2025	11	M376 (417)	99th and Giles Traffic Signal Construction	.1	550.0	
2025	12	M376 (414)	Harrison St. Overpass I-80 Construction	.2	280.0	
2026	13	M376 (398)	Thompson Creek Trail La Vista Link Trail to Edgewood Right-of-Way	1.0	4.0 L.V. 16.0 Fed 20.0	
2026	14	M376 (403)	Concrete Base Repair PV Heights Neighborhood Construction	1.0	1,150.0	
2026	15	M376 (410)	UBAS Street Rehabilitation PV Heights Neighborhood Construction	1.0	900.0	
2026	16	M376 (406)	84th St. Trail Giles to Harrison Construction	1.0	2,715.0	
2027	17	M376 (389)	Bridge Deck Maintenance (Various locations)	.20	900.0	
2027	18	M376 (410)	UBAS Street Rehabilitation PV Heights Neighborhood Construction	1.0	900.0	
2027	19	M376 (411)	Concrete Street Rehabilitation Construction	1.0	500.0	
2027	20	M376 (412)	Street Rehabilitation Construction	1.0	1,250.0	
SIGNATURE:			TITLE:	DATE:		
			STREET SUPERINTENDENT (S-1046)	12/10/2024		

Board of Public Roads Classifications and Standards
Summary of Six- Year Plan
Six-Year Period Ending – 2029

COUNTY:		CITY:		VILLAGE:	
LA VISTA					
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2028	21	M376 (412)	Street Rehabilitation Construction	1.0	1,250.0
2028	22	M376 (418)	84th St. Resurfacing Design	1.0	360.0
2028	23	M376 (419)	72nd St. Concrete Panel Repair Design	1.0	400.0
2029	24	M376 (412)	Street Rehabilitation Construction	1.0	1,250.0
2029	25	M376 (418)	84th St. Resurfacing Construction	1.0	1,800.0
2029	26	M376 (419)	72nd St. Concrete Panel Repair Construction	1.0	2,000.0
SIGNATURE:		TITLE:		DATE:	
		STREET SUPERINTENDENT (S-1046)		12/10/2024	

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT A LOCATION AND IN AN AMOUNT CITED HEREIN.

WHEREAS, the property owners of
8809 Park View Blvd \$217.67
were notified that their property needed to be mowed, as they were in violation of
the City Municipal Code, Section 133.01, or the City would do so and bill them
accordingly, and

WHEREAS, the property owners of said addresses chose not to mow their property, thus
necessitating the City to do the repairs, and

WHEREAS, the City sent the property owners a bill for said repair upon which they have not
been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for
which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file
with the Sarpy County Treasurer Special Assessments for Improvements in the
amount and against the property specified above, located within Sarpy County,
La Vista, Nebraska.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



November 1, 2024

Ashley Jensen
Jaryd Barnett
8809 Park View Blvd
La Vista, NE 68128

Dear Ashley Jensen & Jaryd Barnett;

On May 3, 2024, the property at 8809 Park View Blvd in La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 133.01, and notification was made to correct the violations by May 21, 2024 or the city would correct it at the expense of the property owner. On October 2, 2024, the Public Works Department cleaned, mowed, and line trimmed the property. The cost of \$217.67 was incurred by the City for the work. The cost breakdown is as follows:

Clean Up Costs

Five workers – 1 hour/each	\$	114.38
Equipment Cost	\$	103.29
TOTAL	\$	217.67

Please remit \$217.67, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on December 17, 2024, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, MMC
City Clerk

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F



Date: 10.2.2024

Time:

The following is a list of expenses incurred by [Public Works] while completing a clean-up/mowing at [8809 Park View Blvd]

LABOR:

Employee	Hourly Wage	Hours Worked	Total
Employee #1	23.86	1	23.86
Employee #2	28.11	1	28.11
Employee #3	18.03	1	18.03
Employee #4	19.44	1	19.44
Employee #5	24.94	1	24.94

Total Employee Costs: [114.38]

EQUIPMENT:

Equipment	Hourly Rate	Hours	Total
Chevy 3/4 Pickup	1	16.68	16.68
Chevy 3/4 Pickup	1	16.68	16.68
Chevy 3/4 Pick Up	1	16.68	16.68
Chevy 3/4 Pick Up	1	16.68	16.68
18" Chainsaw	1	9.88	9.88
48" Mower	1	7.50	7.50
18" Line Trimmer	1	6.65	6.65
18" Line Trimmer	1	6.65	6.65
Leaf Blower	1	4.25	4.25
Rice Trailer	1	3.00	3.00

Total Cost of Equipment: [103.29]

MATERIALS:

Material	Cost

Total Material Costs: []

TOTAL LABOR, EQUIPMENT and MATERIALS: [217.67]

Weeds/Litter/Junk (133.01) Enforcement | EEN24-0927

Property Information

0 0577548	8809 PARK VIEW BLVD La Vista NE, 68128	Subdivision:	PARK VIEW HEIGHTS
		Lot:	Block:

Name Information

Owner:	JENSEN/ASHLEY E	Phone:
Occupant:		Phone:
Filer:		Phone:

Enforcement Information

Date Filed: 10/01/2024 Date Closed: 10/02/2024 Status: Closed - Abated

Complaint:

5.2.2024: YARD NOT MOWED. MH130

5.3.2024: CERT. LETTER DROPPED OFF AT CITY HALL. MH130

5.6.2024: CHERYL, 402.339.9865, WHO LIVES NEXT DOOR CALLED ABOUT THIS PROPERTY NOT BEING MOWED. A VM WAS LEFT LETTING HER KNOW THE PROPERTY HAD BEEN YELLOW TAGGED AND A CERTIFIED LETTER WAS MAILED OUT. MH130

5.7.2024: THE OWNERS OF THIS PROPERTY, ASHLEY HEIMES (402.450.3715) AND MR. BARRETT (531.272.2592) WERE CONTACTED ABOUT THE TALL GRASS. MR. BARRETT TEXTED STATING "WAS PLANNING ON DOING IT SUNDAY NIGHT AFTER MY NEIGHBOR GOT A HOLD OF ME. I'M HEADING UP THERE TOMORROW EVENING TO GET IT TAKEN CARE OF." IT WAS ALSO COMMUNICATED TO HIM GRASS CANNOT GROW MORE THAN 12" TALL. MH130

5.9.2024: COMPLAINT FROM JERRY (402.315.0519) REGARDING TALL GRASS. I TEXTED MR. BARRETT ASKING IF HE MOWED HIS PROPERTY. MH130

5.18.2024: PROPERTY MOWED. MH130

5.28.2024: MR. BARRETT TEXTED AT 0935 TODAY STATING "JUST AN FYI, WE STAYED IN COLORADO TILL THIS MORNING. SO I WILL GET THERE TOMORROW OR THURSDAY EVENING FOR SURE." MH130

7.1.2024: COMPLAINTANT, CHERYL (402.339.7865) CALLED STATING PROPERTY HAS TALL GRASS/WEEDS. MH130

7.3.2024: SENT TEXT TO OWNER OF PROPERTY ASKING WHEN PROPERTY WILL GET MOWED. THE LAST CONVERSATION WITH HOME OWNER, HE STATED HE HIRED A MOWING COMPANY AS HE LIVES IN LINCOLN. MH130

7.5.2024: SENT TEXT TO OWNER OF PROPERTY STATING A YELLOW TAG HAS BEEN POSTED AT FRONT DOOR. IF NOT MOWED WITHIN SEVEN DAYS, PROPERTY WILL GO INTO ABATEMENT SINCE A CERTIFIED HAS PREVIOUSLY BEEN MAILED OUT IN MAY 2024. MH130

7.13.2024: PROPERTY NOT MOWED. FORWARD TO PW FOR MOWING. MH130

7.15.2024: PROPERTY MOWED. EMAILED JASON ALLED CANCELLING THE ABATEMENT OF THIS PROPERTY. MH130

8.2.2024: SENT TEXT WITH PICTURES OF TREE DEBRIS TO THE HOMEOWNER, MR. BARETT LETTING HIM KNOW OF WHAT IS HAPPENING WITH HIS PROPERTY. MH130

8.26.2024: Cheryl (402.339.7865) called to say property has tall grass. MH130

8.26.2024: Texted owner of property. He was told this would be the last time he would get a text stating his property needs mowing. It was said going forward the property will go into abatement with no further notice. Tall grass/weeds. Posted. Pics taken. MH130

9.7.2024: Property mowed. MH130

10.1.2024: Tall grass. Submitted to PW for mow/trim. MH130

10.2.2024: Property mowed by PW. Pics taken. MH130

Last Action Date: 10/01/2024 Last Inspection:

Last Action:

Clean up to be Completed

Date 4/24/2024 24-5349

Location 8809 Parkview Blvd

Violation 133.01

Time to Comply 5/1/2024 5/20/2024

Description Tall grass-weeds

Front & Back

Follow-up Officer Heather

(B)

Date 7.5.2024 24-9021

Location 8809 Parkview Blvd

Violation 133.01

Time to Comply 7.12.2024

Description Tall grass

Follow-up Officer

Date: 05-03-2024

Ashley Jensen
Jaryd Barnett
8809 Park View Blvd
La Vista, NE 68128

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. An investigation is being conducted at your property (**8809 Park View Blvd.**). This investigation has revealed violation(s) of the La Vista Municipal Code, (s):

133.01: The owner or occupant of any lot of ground within the city... shall keep the lot or piece of ground free of any excessive growth of weeds, grasses, or worthless vegetation. Excessive growth shall include without limitation, 12 inches or more in height of weeds, grasses, or worthless vegetation.

The attached sheet categorizes your violation(s) are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s). Violation(s) are required to be eliminated on or before **05-21-2024**.

Please contact Code Enforcement Office at (402)331-1582 ext. 251 between the hours of 8:00 a.m. and 4:00 p.m. with any questions. Please leave a voicemail with your address, a return phone number and best date and time to contact you is necessary.

The City of La Vista hope's you will work with us to maintain a positive community environment. If this violation is not corrected, this matter will be forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution if compliance is not achieved.

Sincerely,

Officer M. Hatcher #15130
Code Enforcement Office
La Vista Police Department
7701 South 96th Street
La Vista NE 68123

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

1140 7008 8995 1335

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		Postmark Here
Restricted Delivery Fee (Endorsement Required)		<i>M 041</i>
Total Postage & Fees	\$	

Sent To

Ashley Jensen & Jared Barnett
Street, Apt. No.; or PO Box No. 8809 Park View Blvd
City, State, ZIP+4 La Vista, NE 68128

PS Form 3580 (August 2003) Printed on Recycled Paper. Best Results for Inkjet Printers.



SARPY COUNTY ASSESSOR'S OFFICE

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor. Printed on 10/2/2024 at 07:36

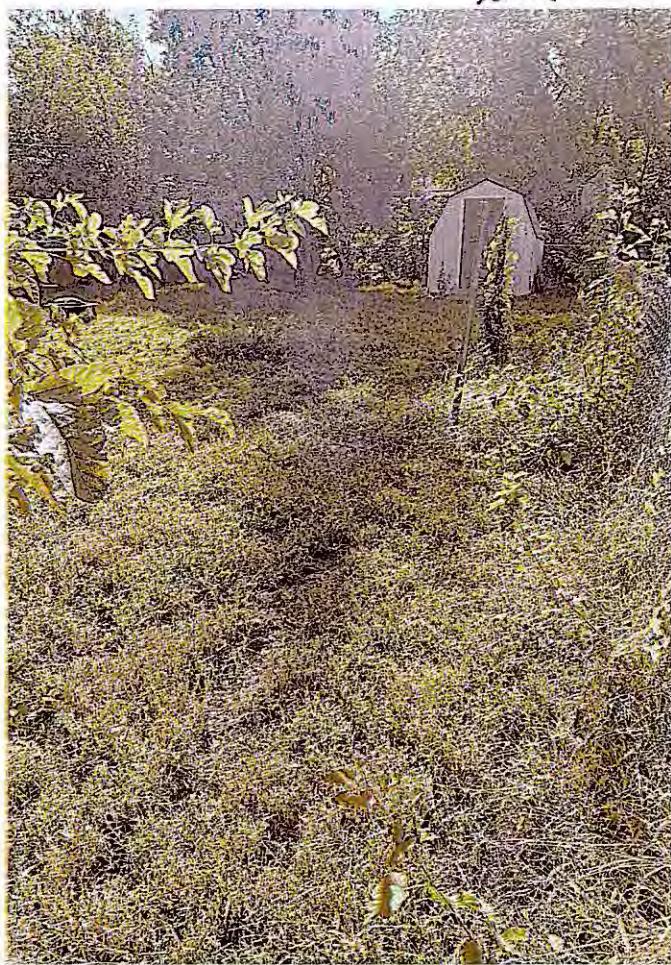
Parcel Information		Ownership Information						
Parcel Number : 010577548		Current Owner : JENSEN/ASHLEY E & JARYD D BARNETT						
Map Number : 2959-15-0-30006-000-0347		Address : 8809 PARK VIEW BLVD						
Situs : 8809 PARK VIEW BLVD		City ST. Zip : LA VISTA NE 68128-						
Legal : LOT 238 PARK VIEW HEIGHTS 2ND ADDITION		Property Name :						
Current Valuation	Assessment Data	Property Classification						
Land Value : 35,000	District/TIF Fund : 27142	Status : 01 - IMPROVED						
Impr. Value : 167,799	School Base : 127: 77-0027 PAPILLION-LAVISTA SCH	Use : 01 - SINGLE FAMILY						
OutBuildings :	Affiliated Code :	Zoning : 01 - SINGLE FAMILY						
Total Value : 202,799	Neighborhood : LPV	Location : 01 - URBAN						
Exemptions : 0	Greenbelt Area :	City Size : 03 - 12,001 - 100,000						
Taxable Value : 202,799	Greenbelt Date :	Lot Size : 01 - <=10,000 SQ FT						
Sales History								
Date	Book/Page	Grantor	Grantee					
12/20/2018	2018-30183	BROHIMER KIRK	JENSEN ASHLEY E					
09/26/2014	2014-21642	OVERHUE FRANK & ROBI	BROHIMER KIRK					
03/31/2014	2014-11009	STURDEVANT PATRICIAA	OVERHUE FRANK & ROBI					
BOE Appeal History								
Appeal #	Year	Appealed By	Status					
			Permit # Date Description Amount					
			MM509L 09/14/2007 REPLACE DRIVEWAY					
Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2024	BOE	1000		35,000	167,799	0	202,799	202,799
2024	ABSTRACT	1000		35,000	167,799	0	202,799	202,799
2023	CTL	1000		30,000	150,264	0	180,264	180,264
2023	BOE	1000		30,000	150,264	0	180,264	180,264
2023	ABSTRACT	1000		30,000	150,264	0	180,264	180,264
Historical Valuation Information								
Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes	
2023	30,000	150,264		180,264		180,264	3,644.06	
2022	27,000	126,970		153,970		153,970	3,305.24	
2021	25,000	125,781		150,781		150,781	3,285.34	
2020	25,000	114,859		139,859		139,859	3,078.06	
2019	22,000	109,012		131,012		131,012	2,881.72	



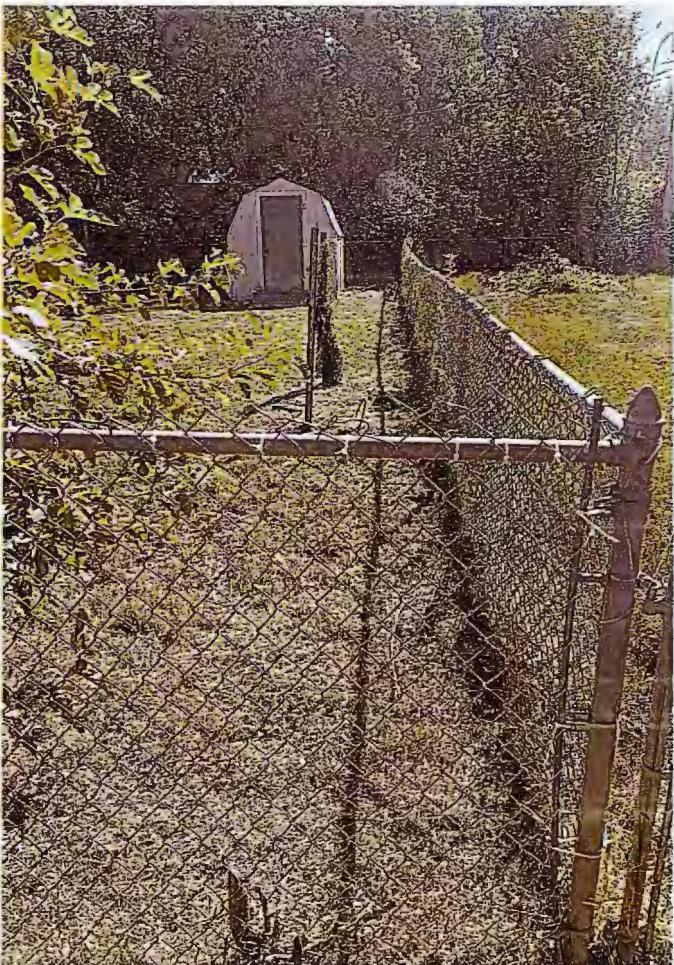
Before 10/2/24

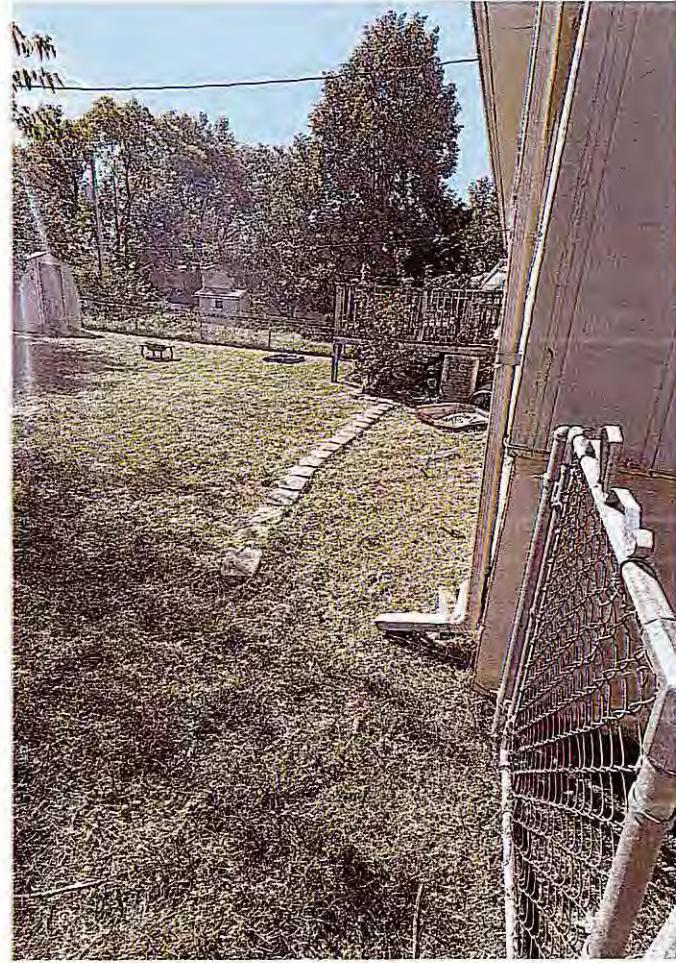


Before 10/2/24



Aft 10/2/24





RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT A LOCATION AND IN AN AMOUNT CITED HEREIN.

WHEREAS, the property owners of
6708 Michelle Avenue \$122.05
were notified that their property needed to be mowed, as they were in violation of
the City Municipal Code, Section 133.01, or the City would do so and bill them
accordingly, and

WHEREAS, the property owners of said addresses chose not to mow their property, thus
necessitating the City to do the repairs, and

WHEREAS, the City sent the property owners a bill for said repair upon which they have not
been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for
which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file
with the Sarpy County Treasurer Special Assessments for Improvements in the
amount and against the property specified above, located within Sarpy County,
La Vista, Nebraska.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



November 1, 2024

Yeong Wen & Chi-Chen Chu
6708 Michelle Avenue
La Vista, NE 68128

Dear Yeong Wen & Chi-Chen Chu:

On June 5, 2024, the property at 6708 Michelle Avenue in La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 133.01, and notification was made to correct the violations by June 22, 2024 or the city would correct it at the expense of the property owner. On July 26, 2024, the Public Works Department cleaned, mowed, and line trimmed the property. The cost of \$122.05 was incurred by the City for the work. The cost breakdown is as follows:

Clean Up Costs

Four workers – 1 hour/each	\$	74.82
Equipment Cost	\$	47.23
TOTAL	\$	122.05

Please remit \$122.05, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on December 17, 2024, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, MMC
City Clerk

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F



Date: July 26 2024

Time:

The following is a list of expenses incurred by [Public Works] while completing a clean-up/mowing
at [6708 Michelle Ave]

LABOR:

Employee	Hourly Wage	Hours Worked	Total
Employee #1	18.03	1	18.03
Employee #2	16.50	1	16.50
Employee #3	19.44	1	19.44
Employee #4	20.85	1	20.85

Total Employee Costs: [\$74.82]

EQUIPMENT:

Equipment	Hourly Rate	Hours	Total
Chevy 3/4 Truck	1	16.68	16.68
Trailer Tilt Bed	1	3.00	3.00
Line Trimmer	1	6.65	6.65
Line Trimmer	1	6.65	6.65
60" Mower	1	7.50	7.50
Leaf Blower	1	6.75	6.75

Total Cost of Equipment: [\$47.23]

MATERIALS:

Material	Cost

Total Material Costs: []

TOTAL LABOR, EQUIPMENT and MATERIALS: [122.05]

1st Mowing

Date 5-21-2024 24-6684

Location 6709 Mitchell Ave

Violation 133.01

Time to Comply 5.29.2024

Description Tall grass Planted

Follow-up Officer H. H. H. ③

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Total Postage & Fees	\$

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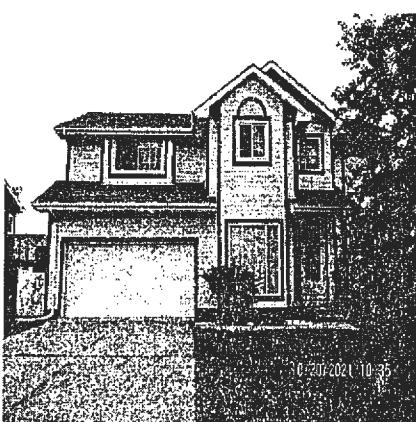
7008 1140 0000 0663 1427

Sent To Yong wen & chi-chu chen
Street, Apt. No.
or PO Box No. 6709 Mitchell Ave
City, State, ZIP+4 La Vista NE 68128

PS Form 3800, August 2005 See Reverse for Instructions



SARPY COUNTY ASSESSOR'S OFFICE
Real Property Record Card
Data Provided by DAN PITTMAN County Assessor, Printed on 6/5/2024 at 08:02

Parcel Information		Ownership Information						
Parcel Number : 011253770		Current Owner : WEN/YEONG & CHI-CHEN CHU						
Map Number : 2959-13-0-30026-000-0118		Address : 6708 MICHELLE AVE						
Situs : 6708 MICHELLE AVE		City ST. Zip : LA VISTA NE 68128-						
Legal : LOT 118 ARDMORE EAST		Property Name :						
Current Valuation		Assessment Data	Property Classification					
Land Value : 43,000	District/TIF Fund : 27142	Status : 01 - IMPROVED						
Impr. Value : 255,986	School Base : 127: 77-0027 PAPILLION-LAVISTA SCH	Use : 01 - SINGLE FAMILY						
OutBuildings :	Affiliated Code :	Zoning : 01 - SINGLE FAMILY						
Total value : 298,986	Neighborhood : LAM	Location : 01 - URBAN						
Exemptions : 0	Greenbelt Area :	City Size : 03 - 12,001 - 100,000						
Taxable Value : 298,986	Greenbelt Date :	Lot Size : 01 - <=10,000 SQ FT						
Sales History								
Date	Book/Page	Grantor	Grantee					
09/03/2010	2010-23746	CHRISTIAN WILLAM A & JUDITH L	WEN YEONG					
07/10/2007	2007-20963	CREA LOREN A & TINA L	CHRISTIAN WILLAM A & JUDITH L					
06/22/1998	1998-20676	RAUSCH KENNETH J & MICHELE M	CREA LOREN A & TINA L					
04/11/1997	1997-26608							
BOE Appeal History		Building Permits						
Appeal #	Year	Appealed By	Status	Permit #	Date	Description	Amount	
				JM7162L	06/13/2002	IMPROVEMENT	2,000	
				ACT	11/30/1998	IMPROVEMENT	2,000	
Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2024	ABSTRACT	1000		43,000	255,986	0	298,986	298,986
2023	CTL	1000		37,000	223,324	0	260,324	260,324
2023	BOE	1000		37,000	223,324	0	260,324	260,324
2023	ABSTRACT	1000		37,000	223,324	0	260,324	260,324
2022	CTL	1000		35,000	218,752	0	253,752	253,752
Historical Valuation Information								
Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes	
2023	37,000	223,324		260,324		260,324	5,262.50	
2022	35,000	218,752		253,752		253,752	5,447.24	
2021	35,000	195,742		230,742		230,742	5,027.58	
2020	35,000	186,366		221,366		221,366	4,871.88	
2019	30,000	182,360		212,360		212,360	4,671.02	
				06/07/2021 10:35				



Date: 06-05-2024

Yeong Wen & Chi-Chu Chen
6708 Michelle Ave
La Vista, NE 68128

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. An investigation is being conducted at your property (6708 Michelle Ave.). This investigation has revealed violation(s) of the La Vista Municipal Code, (s): **133.01, Litter, Weeds, Trash, Tall Grass, Excessive Growth; It shall be unlawful for any person to keep in, on or about any dwelling, building or premises, or any other place in the city, garbage or rubbish of any kind that may be...offensive to the residents of the city...**

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s). Violation(s) are required to be eliminated on or before **06-22-2024**.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402)331-1582 ext. 251 between the hours of 8:00 a.m. and 4:00 p.m. Please leave a voicemail if I am not available. Your address, a return phone number and best date and time to contact you is necessary. This matter will be forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution if compliance is not achieved.

Sincerely,

Officer M. Hatcher #15130
Code Enforcement Office

La Vista Police Department
7701 South 96th Street
La Vista NE 68123

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

Community Development
8116 Park View Blvd.
402.593.6400 F
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 F
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 F
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 F
402.331.0299 F



City of La Vista
8116 Park View Blvd.
La Vista, NE 68128
CityofLaVista.org

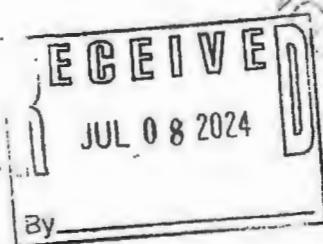
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YAHANE 680

2024 PM 2 L

7008 3340 0000 6663 1427



Yeong Wen & Chi-chu Chen
6708 Michelle Ave
La Veta NE 80128
681 DE 1

RETURN TO SENDER
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UNABLE TO FORWARD

1 9667/86/24

UNC 8128219899 1455-88384-76-4
68128>2198 68128-3092C



SARPY COUNTY ASSESSOR'S OFFICE

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor. Printed on 7/9/2024 at 15:49

Parcel Information		Ownership Information	
Parcel Number : 011253770		Current Owner : WEN/YEONG & CHI-CHEN CHU	
Map Number : 2959-13-0-30026-000-0118		Address : 6708 MICHELLE AVE	
Situs : 6708 MICHELLE AVE		City ST. Zip : LA VISTA NE 68128-	
Legal : LOT 118 ARDMORE EAST		Property Name :	
Current Valuation		Assessment Data	
Land Value : 43,000	District/TIF Fund : 27142	Property Classification	
Impr. Value : 255,986	School Base : 127: 77-0027 PAPILLION-LAVISTA SCH	Status : 01 - IMPROVED	
OutBuildings :	Affiliated Code :	Use : 01 - SINGLE FAMILY	
Total value : 298,986	Neighborhood : LAM	Zoning : 01 - SINGLE FAMILY	
Exemptions : 0	Greenbelt Area :	Location : 01 - URBAN	
Taxable Value : 298,986	Greenbelt Date :	City Size : 03 - 12,001 - 100,000	
		Lot Size : 01 - <=10,000 SQ FT	

Sales History					
Date	Book/Page	Grantor	Grantee	Price	Adj Price
09/03/2010	2010-23746	CHRISTIAN WILLAM A & JUDITH L	WEN YEONG	172,000	172,000
07/10/2007	2007-20963	CREA LOREN A & TINA L	CHRISTIAN WILLAM A & JUDITH L	177,000	177,000
06/22/1998	1998-20676	RAUSCH KENNETH J & MICHELE M	CREA LOREN A & TINA L	138,500	138,500
04/11/1997	1997-26508			135,385	135,385

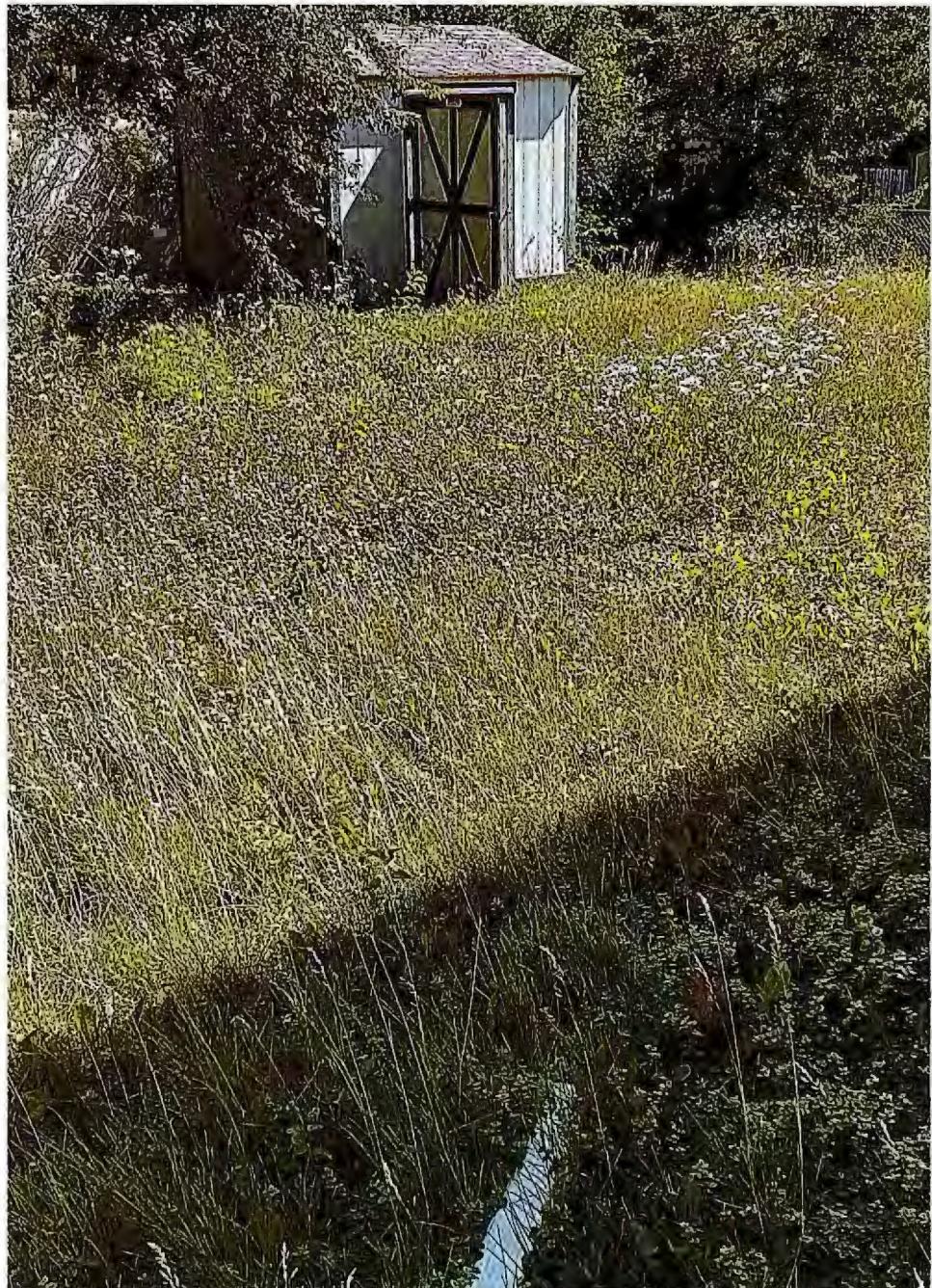
BOE Appeal History				Building Permits			
Appeal #	Year	Appealed By	Status	Permit #	Date	Description	Amount
				JM7162L	06/13/2002	IMPROVEMENT	2,000
				ACT	11/30/1998	IMPROVEMENT	2,000

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbdg.	Total	Taxable
2024	ABSTRACT	1000		43,000	255,986	0	298,986	298,986
2023	CTL	1000		37,000	223,324	0	260,324	260,324
2023	BOE	1000		37,000	223,324	0	260,324	260,324
2023	ABSTRACT	1000		37,000	223,324	0	260,324	260,324
2022	CTL	1000		35,000	218,752	0	253,752	253,752

Historical Valuation Information							
Year	Land	Impr.	Outbdg.	Total	Exempt	Taxable	Taxes
2023	37,000	223,324		260,324		260,324	5,282.50
2022	35,000	218,752		253,752		253,752	5,447.24
2021	35,000	195,742		230,742		230,742	5,027.58
2020	35,000	186,366		221,366		221,366	4,871.88
2019	30,000	182,360		212,360		212,360	4,671.02















Work Order

1st Marig

08/29/2024
02:50 PM

Work Order No.: 00003046

Status: COMPLETED

Recurring WO No.:

Created By: MHATCHER

Work Order Type: PROPERTY CLEAN UP

Address/Intersection:

Requested Date: 07/18/2024

Est End Date:

Manager: JALLEN

Worker Group: Parks 1

8

13

Customer Info:

WO Description: Mow & Trim property

Location Notes:

Details:

All of property needs mowed/trimmed.

START DATE: _____/_____/_____

COMPLETION DATE: _____ / _____ / _____

START TIME: _____:_____:

COMPLETION TIME: _____:_____:

RESULTS :

Labor:

Performed By	Code	Labor Rate	Hours	Description
Employee	22060	18.03	1.00	
Employee	22103	16.50	1.00	
Employee	22064	19.44	1.00	
Employee	22088	20.85	1.00	

Equipment / Materials:

Code	Description	Quantity	Rate	Cost
2210	Pickup Chevy Silverado 3/4 ton	1.00	16.68	16.68
1177	Trailer Tilt Bed H&H 8'x12'	1.00	3.00	3.00
2290-A	Line trimmer Redmax 18"	1.00	6.65	6.65
2290-B	Line trimmer Redmax 18"	1.00	6.65	6.65
2219	Mower, Exmark 60" riding	1.00	7.50	7.50
2297-G	Blower/Leaf Redmax EBZ8500	1.00	6.75	6.75

2nd Mailing

Date 5-22-2024 24-6684

Location 6708 Mitchell Ave

Violation 133.01

Time to Comply 5-29-2024

Description Tall grass over 40 ft

Follow-up Officer Heather BR

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Total Postage & Fees	\$	

Melba

Sent To
Street, Apt. No.;
or PO Box No.
City, State, ZIP+4

7008 1140 0000 0000 0000 0000 0000 0000
6708 Mitchell Ave
La Vista NE 68128

PS Form 3800, August 2008
See Reverse for Instructions



Date: 06-05-2024

Yeong Wen & Chi-Chu Chen
6708 Michelle Ave
La Vista, NE 68128

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. An investigation is being conducted at your property (6708 Michelle Ave.). This investigation has revealed violation(s) of the La Vista Municipal Code, (s): 133.01, Litter, Weeds, Trash, Tall Grass, Excessive Growth; It shall be unlawful for any person to keep in, on or about any dwelling, building or premises, or any other place in the city, garbage or rubbish of any kind that may be...offensive to the residents of the city...

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You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402)331-1582 ext. 251 between the hours of 8:00 a.m. and 4:00 p.m. Please leave a voicemail if I am not available. Your address, a return phone number and best date and time to contact you is necessary. This matter will be forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution if compliance is not achieved.

Sincerely,

Officer M. Hatcher #15130
Code Enforcement Office

La Vista Police Department
7701 South 96th Street
La Vista NE 68123

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

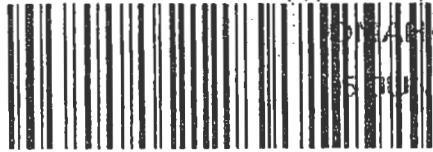
Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F



City of La Vista
8116 Park View Blvd.
La Vista, NE 68128
CityofLaVista.org

CERTIFIED MAIL



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LA VISTA NE 680

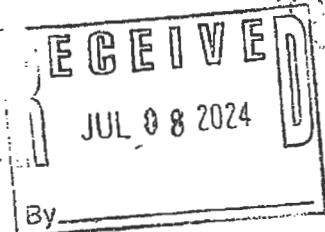
2024 PM 2 L

Yeong Wen & Chi-chu Chen
6708 Michelle Ave
La Vista NE 68128
UN

681 DE 1

0607/06/24

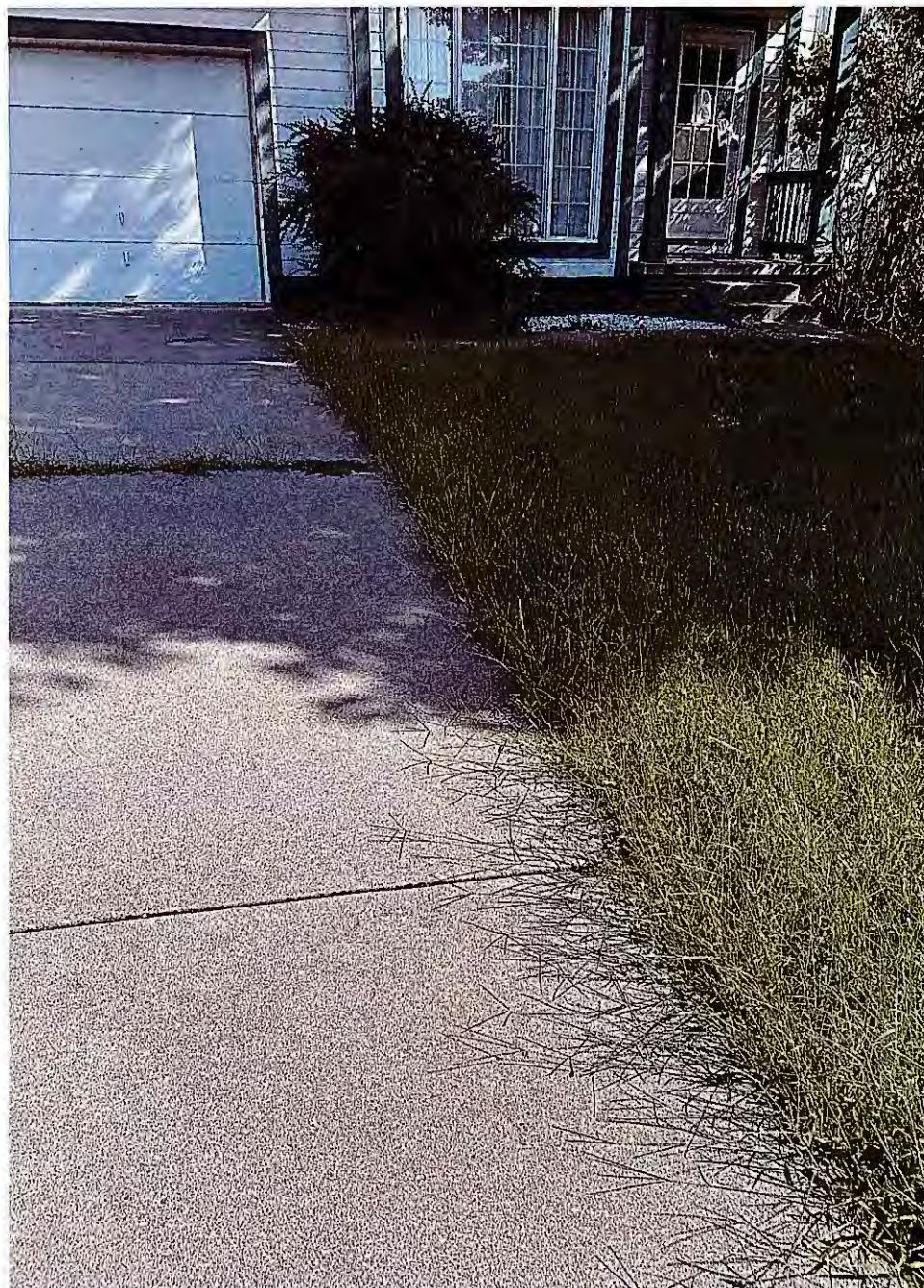
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD



1 9334216986106498

UNC
68128-2198
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BL: 68128-219899 21453-00309-00-00

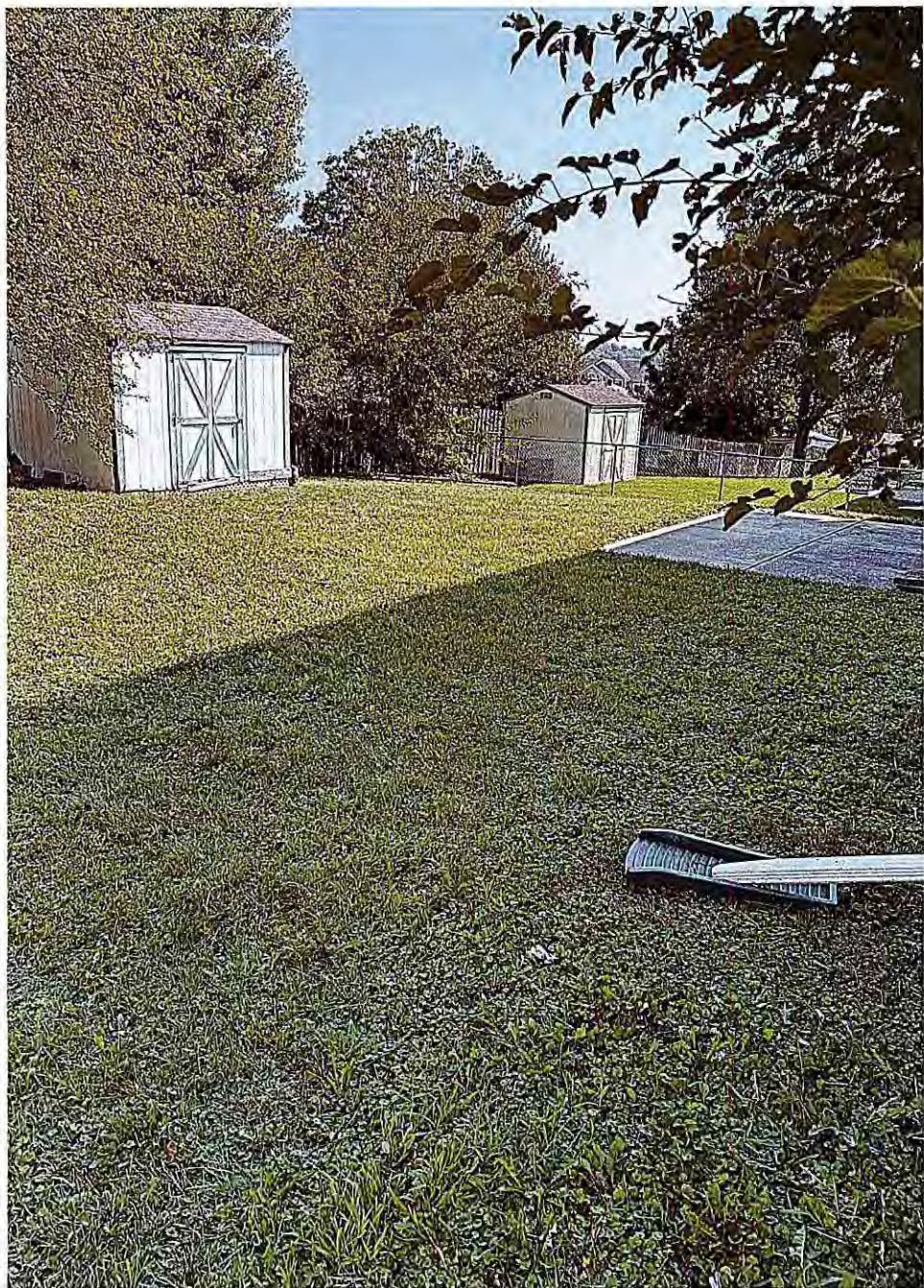












Work Order

2nd Morning

08/29/2024
03:04 PM

Work Order No.: 00003059

Status: PENDING

Recurring WO No.:

Created By: MHATCHER

Work Order Type: PROPERTY CLEAN UP

Requested Date: 08/27/2024

Est End Date:

Manager: JALLEN

Worker Group: Parks 1

Address/Intersection:

6708 MICHELLE AVE

6

Customer Info:

WEN/YEONG

WO Description: Tall grass/weeds

Location Notes:

Details:

Mow & trim property

START DATE: _____/_____/_____

COMPLETION DATE: _____ / _____ / _____

START TIME: _____:_____:

COMPLETION TIME: _____:_____

RESULTS :

<u>Labor:</u>				
Performed By	Code	Labor Rate	Hours	Description
Employee	22049	28.11	1.00	
Employee	22064	19.44	1.00	
Employee	22113	24.94	1.00	
Employee	22088	20.85	1.00	

Equipment / Materials:

Code	Description	Quantity	Rate	Cost
2210	Pickup Chevy Silverado 3/4 ton	1.00	16.68	16.68
2211	Pickup Chevy Silverado 3/4 ton	1.00	16.68	16.68
2301	Trailer Tilt Bed H&H 8.5'x12'	1.00	3.00	3.00
2290-A	Line trimmer Redmax 18"	1.00	6.65	6.65
2290-B	Line trimmer Redmax 18"	1.00	6.65	6.65
2297-F	Blower/Leaf Redmax HBZ2600	1.00	4.25	4.25
2297-H	Blower/Leaf Redmax HBZ2610	1.00	4.25	4.25
2288E	Mower, Exmark Vantage JD 48"	1.00	7.50	7.50