

LA VISTA CITY COUNCIL MEETING AGENDA
November 19, 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: Bruce Fountain – 5 Years**
- **Appointment – Civil Service Commission – Reappoint Destynie Sewell – 5 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 November 5, 2024 City Council Meeting**
3. **Approval of the Minutes of the September 12, 2024 Library Advisory Board Meeting**
4. **Monthly Financial Reports – September 2024 and October 2024**
5. **Request for Payment – Valley Corporation – Professional Services – Central Park Lighting Project – \$154,433.98**
6. **Request for Payment – DLR Group – Professional Services – City Centre Surface Parking Lot – \$15,552.00**
7. **Request for Payment – DLR Group – Professional Services – City Centre Surface Parking Lot – \$12,025.00**
8. **Resolution – Election of Directors to the La Vista Metropolitan Community College Board of Directors**
9. **Approval of Claims**

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

B. Conditional Use Permit – Cimarron Terrace Phase III – Lot 2 Cimarron Woods Replat 3

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

C. Resolution – La Vista Facilities Corporation

D. Resolution – Award Contract – Concession Stand Operations

E. Resolution – Purchase of Marked Police Vehicles

F. Resolution – Authorize Payment – American Public Works Association Accreditation Program

- **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

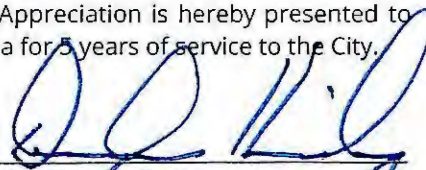
A CERTIFICATE OF APPRECIATION PRESENTED TO **BRUCE FOUNTAIN OF THE LA VISTA COMMUNITY DEVELOPMENT DEPARTMENT**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.


WHEREAS, **Bruce Fountain** has served the City of La Vista since October 28, 2019; and


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

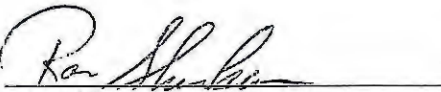
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Bruce Fountain** on behalf of the City of La Vista for 5 years of service to the City.

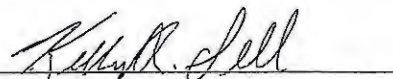
DATED THIS 19TH DAY OF NOVEMBER 2024.



Douglas Kindig, Mayor

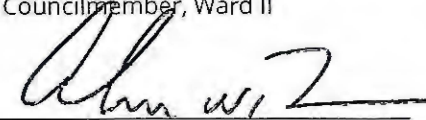

Terrilyn Quick
Councilmember, Ward I

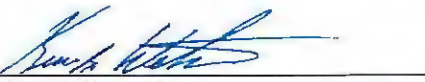

Kim J. Thomas
Councilmember, Ward I

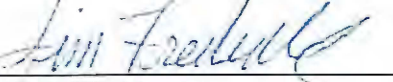

Ronald Sheehan
Councilmember, Ward II


Kelly R. Sell
Councilmember, Ward II


Deb Hale
Councilmember, Ward III

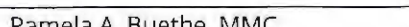

Alan W. Ronan
Councilmember, Ward III


Kevin Wetuski
Councilmember, Ward IV


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 November 5, 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 November 5 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Quick, Sell and Hale. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Chief of Police Schofield, Community Development Director Fountain, Library Director Barcal, Recreation Director Buller, Human Resources Director Lowery and Building Superintendent Meyer.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on October 23, 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.

CERTIFICATE OF APPRECIATION: LONNIE AND NANCY CLARK

Chief of Police Schofield and Captain Barcal presented Lonnie and Nancy Clark with a Certificate of Appreciation.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 15, 2024 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT - J. RETZ LANDSCAPE, INC. - PROFESSIONAL SERVICES - REFLECTIONS PLAZA RENDERING - \$685.00
4. REQUEST FOR PAYMENT - VALLEY CORPORATION - PROFESSIONAL SERVICES - CENTRAL PARK LIGHTING PROJECT - \$112,417.75
5. REQUEST FOR PAYMENT - TITLECORE NATIONAL - PROFESSIONAL SERVICES - \$1,100.00
6. REQUEST FOR PAYMENT - HGM ASSOCIATES INC. - PROFESSIONAL SERVICES - EAST LA VISTA SEWER AND PAVEMENT REHABILITATION - \$80,884.25
7. REQUEST FOR PAYMENT - MACKIE CONSTRUCTION INC. - PROFESSIONAL SERVICES - LOT 12 PARKING LOT - \$93,858.33
8. RESOLUTION NO. 24-130 - AUTHORIZE PAYMENT - MACQUEEN EQUIPMENT - EMERGENCY SEWER CAMERA CABLE REPAIR
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO THE MACQUEEN EQUIPMENT, LINCOLN, NEBRASKA FOR REPLACEMENT OF THE SEWER CAMERA CABLE IN AN AMOUNT NOT TO EXCEED \$9,328.86.
9. RESOLUTION NO. 24-131 - AUTHORIZE PAYMENT - HUGHES MULCH PRODUCTS LLC - TREE DEBRIS REMOVAL
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO HUGHES MULCH PRODUCTS LLC, OMAHA, NEBRASKA FOR GRINDING AND HAULING OF TREE DEBRIS IN AN AMOUNT NOT TO EXCEED \$9,100.00.

10. APPROVAL OF CLAIMS

1000 BULBS, maint	1,412.40
3CMA, memshp	800.00
AAMCO TRANSMISSIONS, maint	5,789.00
ABM INDUS, services	35,049.63
ACTIVE NETWORK, services	221.31
ADP, payroll & taxes	450,090.36
AKRS EQUIP, maint	1,044.83
ALFRED BENESCH & CO, services	39,439.40
ALVINE AND ASSOC, services	4,500.00
AMAZON, supplies	4,496.67
AM HERITAGE LIFE INS, services	463.59

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ARNOLD MOTOR, maint	2,264.15
AT&T MOBILITY, phones	98.48
BAKER & TAYLOR, media	995.81
BARCAL, R, trning	190.28
BCDM ARCHITECTS, services	3,000.00
BEAUMONT, M, mrkting	106.99
BGNE, maint	280.44
BISHOP BUSINESS EQUIP, services	2,575.89
BLACK HILLS ENERGY, utilities	1,598.84
BLUE COURAGE, services	2,264.84
BOBCAT, maint	2,186.21
BOOT BARN, apparel	150.00
BS&A SOFTWARE, services	29,501.00
CALENTINE, J, trning	15.00
CENTER POINT, books	49.14
CENTURY LINK/LUMEN, phones	941.82
CHARRED BURGER, overpymt	935.00
CINTAS, services	77.90
CITY OF PAPILLION, services	68,949.85
CIVICPLUS, services	11,056.63
COLE, JOE, events	575.00
COLONIAL LIFE & INS, services	2,089.20
CONCRETE SUPPLY, maint	6,786.00
COX, phones	467.15
CROUCH RECREATION, services	19,102.00
CULLIGAN, services	34.75
CULVERS, services	154.50
CUMMINS, bldg & grnds	1,576.78
D & K PRODUCTS, supplies	724.80
DEARBORN NAT'L LIFE INS, services	8,906.18
D HALE, trning	440.00
DELGADO, G, trning	15.00
DEMCO, supplies	117.68
DIAMOND VOGEL PAINTS, supplies	310.50
DLR GROUP, services	10,836.00
DOWSE, P, trning	15.00
DURHAM MUSEUM, services	150.00
EDGEWEAR SCREEN PRT, services	32.00
EYMAN PLUMBING, bldg & grnds	406.25
FERGUSON US HOLD, bldg & grnds	289.05
FIKES COMM HYGIENE, bldg & grnds	191.00
FIRST RESP OUTFITTERS, apparel	165.49
FITZGERALD SCHORR, services	33,260.90
FLEETPRIDE, maint	99.00
FONTENELLE FOREST, services	175.00
FOSTER, T, trning	43.00
FOP, services	1,965.00
FREDERICK, J, trning	360.00
G I CLEANERS & TAILORS, services	278.65
GALE, books	304.39
GEN FIRE/SAFETY, bldg & grnds	523.75
GEN TRAFFIC CONTROLS, services	1,010.00
GRAINGER, supplies	124.84
GREAT PLAINS COMM, phones	1,084.19
HANEY SHOE STORE, apparel	150.00

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HARM'S CONCRETE, bldg & grnds	215.61
HEARTLAND PNEUMATIC, supplies	29,320.80
HOME DEPOT, supplies	105.29
HONEYMAN RENT-ALL, services	1,265.09
HY-VEE, supplies	3,592.76
INDUSTRIAL SALES, maint	128.14
INGRAM LIBRARY SRVS, books	359.11
ISLAND SPRINKLER, maint	123.99
J & J SMALL ENGINE, maint	320.12
JOHNSTONE SUPPLY, bldg & grnds	29.98
K & J ELITE SPORTS TURF, services	3,450.00
K ELECTRIC, maint	4,650.44
KIMBALL MIDWEST, apparel	100.56
KISSEL KOHOUT, services	10,812.55
KRIHA FLUID POWER, maint	188.53
LARSEN SUPPLY, maint	703.92
LEADS ONLINE, mrkting	4,158.00
LIBRARY IDEAS, books	3,785.00
LINCOLN NAT'L LIFE INS, services	7,315.43
LOGAN CONTRACTORS, maint	750.91
LOWE'S, supplies	109.28
MACKIE CONST, services	207,991.85
MATHESON TRI-GAS, services	6,681.24
MCNEIL, J, trning	720.00
MEDICA INS CO, services	157,964.77
MENARDS, supplies	2,444.67
METLIFE, services	1,138.99
METRO AREA TRANSIT, services	846.00
METRO COMM COLLEGE, services	30,668.90
MUD, utilities	27,414.87
MICHAEL TODD & CO, supplies	1,470.82
MICROFILM IMAGING SYS, services	180.00
MID-AMERICAN BENEFITS, services	18,737.97
MIDWEST SERVICE/SALES, supplies	1,275.00
MIDWEST TURF, supplies	204.54
MISSIONSQUARE RETIRE, services	74,970.43
MOTOROLA, services	20,700.00
MSC INDUSTRIAL, maint	601.80
NCOA, trning	525.00
NE DEPT OF REV, services	73,768.86
NE LAKE MGMT, services	1,070.00
NL & L CONCRETE, services	1,079,419.23
NORTON, J, supplies	89.11
NPZA, trning	100.00
NSG LOGISTICS, services	19,116.10
NWEA, trning	235.00
OCLC, media	99.23
OFFICE DEPOT, supplies	992.27
OLSSON, services	1,800.00
OPPD, utilities	123,363.10
OMAHA WINNELSON, supplies	66.20
OMAHA WORLD-HERALD, services	684.72
OMNI ENGINEERING, services	698.11
ONE CALL CONCEPTS, phones	768.52
PLVS, services	15,835.00

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PAPILLION TIRE, maint	254.18
PITNEY BOWES, services	1827.99
PLUTA, D, trning	43.00
POLICE & FIREMEN'S INS, services	255.66
POMP'S TIRE SERVICE, maint	5,136.72
PORT-A-JOHNS, services	90.00
PROGRESSIVE BUS TECH, supplies	127.00
QUALITY AUTO REPAIR/TOW, maint	250.00
QUICK, T, trning	440.00
REF'S SPORTS BARGRILL, overpymt	935.00
REGAL AWARDS, supplies	169.77
ROCCO INTERPRETING, services	175.00
ROSARIO CANIGILA, events	10,990.00
RTG BUILDING SERV, bldg & grnds	6,765.00
RUSSELL, K, trning	186.27
SARPY CO FISCAL ADMIN, services	17,405.62
SCARPA, D, trning	43.00
SCHAEFFER MFG, maint	622.36
SCHMIDT, C, trning	43.00
SHI INTERNAT'L, services	597.60
SIGN IT, services	2,440.00
SPORTS FACILITY MAINT, services	4,198.55
SUBURBAN NEWSPAPERS, services	224.12
SUN COUNTRY DIST, supplies	47.66
THE ASTRO THEATER, services	935.00
THE COLONIAL PRESS, services	200.24
THE FILTER SHOP, maint	302.20
TD2, services	49,982.10
3 RIVERS LIBRARY SYS, books	5.00
TITLECORE NAT'L, services	1,100.00
TORNADO WASH, services	378.00
TRAVELERS INS, services	344,031.00
TRUCK CENTER CO, maint	14.29
U.S. CELLULAR, phones	2,272.17
ULTIMATE TRUCK, supplies	2,330.00
UNION BANK & TRUST, services	50.00
UPS, services	81.21
USPS, services	3,661.65
UNMC, services	117.00
US BANK, supplies	35,047.59
VAUGHAN, D, trning	43.00
VERIZON, phones	1,053.97
VER-MAC, maint	4,869.10
WELDON PARTS, maint	20.09
WESTERN ENG CO, services	312,184.23
WESTLAKE HARDWARE, supplies	1,863.78

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Recreation Director Buller reported on the Punt, Pass & Kick event.

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Chief of Police Schofield reported on the Trunk or Treat event.

B. RESOLUTION – AUTHORIZE REPLACEMENT – CIVIL DEFENSE SIREN

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-132 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REPLACEMENT OF THE CIVIL DEFENSE SIREN LOCATED IN APOLLO PARK BY BLUE VALLEY PUBLIC SAFETY, INC., GRAIN VALLEY, MISSOURI IN AN AMOUNT NOT TO EXCEED \$34,506.80.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the civil defense siren in Apollo Park 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 authorizing the replacement if the civil defense siren located in Apollo Park by Blue Valley Public Safety, Inc., Grain Valley, Missouri in an amount not to exceed \$34,506.80.

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

C. RESOLUTION – DECLARE EQUIPMENT SURPLUS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-133 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized 21 items located at the Public Works Facility to be surplus; and

WHEREAS, the City Administrator and Acting Chief of Police recommend that the above-mentioned items be declared surplus and sold;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 21 items located at the Public Works Facility be declared surplus property and sold.

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

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

D. RESOLUTION – AUTHORIZE PURCHASE – VEHICLE DIAGNOSTIC SCANNERS

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-134 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF THREE (3) VEHICLE DIAGNOSTIC SCANNERS FROM AUTO TOOLS, INC, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$11,322.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of the three (3) vehicle diagnostic scanners are necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorizing the purchase of three (3) vehicle diagnostic scanners from Auto Tools, Inc, Omaha, Nebraska in an amount not to exceed \$11,322.00.

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

E. RESOLUTION – AUTHORIZE PURCHASE – POLICE PORTABLE RADIOS

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 24-135 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF SEVEN (7) MOTOROLA PORTABLE RADIOS FROM MOTOROLA SOLUTIONS, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$53,667.45.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of portable radios are necessary, and

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

WHEREAS, Motorola Solutions is a sole source vendor and will extend that price to the City of La Vista, and

WHEREAS, Motorola Solutions is a highly qualified specialty public safety communications provider, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of seven (7) Motorola APX N70 7/800 portable radios from Motorola Solutions, Chicago, Illinois in an amount not to exceed \$53,667.45.

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

F. RESOLUTION – AMEND CITY PERSONNEL POLICY AND PROCEDURES MANUAL

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-136 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AMENDING SECTION 8 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING LEAVE AND BENEFITS.

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

WHEREAS, it is being proposed that Section 8 in the manual regarding leave and benefits be amended to clarify eligibility requirements for benefits and alleviate noted restrictions to sick and vacation leave; and

WHEREAS, it is the desire of the City Council to amend Section 8 of the Personnel Policy and Procedures Manual to incorporate the changes to the above-mentioned areas.

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NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change to Section 8 as submitted at the City Council meeting.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick complimented staff for the great Halloween event.

Mayor Kindig introduced Michelle a college student who was shadowing him for the day and commented on the Veterans Dinner.

At 6:18 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

MINUTES OF MEETING September 12, 2024

Members Present:	Rose Barcal	Carol Westlund	Cindi Hearn
	Huyen-Yen Hoang		
Members Absent	Connie Novacek	Kim Schmit-Pokorny	

Agenda Item #1: Call to Order

The meeting was called to order at 6:00 p.m.

Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

Agenda Item #3: Introductions

There were no introductions.

Agenda Item #4: Approval of Minutes of July 11, 2024 Meeting

It was moved by Hearn and seconded by Hoang that the July 11, 2024 minutes be accepted as presented. Board members voting aye: Hearn, Hoang, and Westlund. Nays: none. Abstain: none. Absent: Novacek and Schmit-Pokorny. Motion carried.

Agenda Item #5: Library Director's Report

- a. Library Programs: Monthly reports were distributed.
- b. Employee updates included Brooklyn Ziegler accepted the Circulation Clerk I evening/weekend position.
- c. Library Meetings were reviewed. City has held several staff meetings concerning the new time system. Barcal attended the regional library meeting in Bancroft in August. City Administration held two leadership training sessions in August.
- d. General Library Information included the City training that was held at the library in September.

Agenda Item #6: Circulation Report

Barcal distributed monthly circulation reports.

Agenda Item #7: Old Business

- a. Area Membership. The online management system which manages memberships allowing online access has been installed and is active.
- b. Strategic Plan update 2024. The meeting with Rachel Carl, Assistant to the City Administrator was moved to September due to staffing. A draft plan will be presented at the next meeting for Library Board input.
- c. Summer Programing. The summer teen intern completed 120 hours. Participants of the Summer Programming included children, teens, and adults.

- d. University of Nebraska Omaha Intern. The internship has begun working with staff and being active at the library.
- e. Policy Review: Collection Development. The policy was discussed. It was determined that there were no edits or changes to be made to the policy at this time.
- f. FY25 and FY26 Library Budget. The budget was presented to City Council with the final budget reading on September 3rd.

Agenda Item #8: New Business

- a. 2024 State Aid. Due to having met the standards of service described in the Public Library Accreditation Guidelines, the library was awarded \$2,414. This money supported GED furniture, a new printer, general supplies, and training for staff.
- b. Scholarships through Three Rivers Library Systems. Jodi Norton and Jean Hurst were awarded \$112.28 to attend the regions Kaleidoscope of SKILLS Workshop in May.
- c. Memorial. Jan Bolte. A memorial for former library employee, Jan Bolte, was given (25\$) to honor and remember Jan by Gloria and Stephen Sorensen.
- d. Papillion Area Lions Foundation. A donation was accepted for the 2024 summer reading (\$250) and to support literacy (\$300) to go towards books for the community and distributed during La Vista Days 2024.
- e. Amnesty Month: September. Since September is Library Card Sign-Up month, the library is celebrating by holding amnesty to support the local county food bank.
- f. GED Evening Sessions. The library is promoting evening sessions now through November.
- g. Author Visit (Tosca Lee) September 26. The Sarpy County Public Libraries along with Ralston's public library are hosting Tosca Lee at the Papillion Landing. This is a free event.
- h. Inventory. A report was distributed.

Agenda Item #9: Comments from the Floor

There were no comments from the Floor.

Agenda Item #10: Comments from the Board

Hoang has contact for a sewing machine to be donated and will forward information to the library.

Agenda Item #11: Adjournment

There was a motion by Hearn and second by Hoang to adjourn the meeting at 6:29 p.m.

The next meeting is scheduled for November 14th, 2024 at 6:00 p.m. at the La Vista Public Library, Conference Room #142.

La Vista Public Library
Collection Development Policy
Issued December 2003
Updated September 2009
Updated September 2014
Reviewed September 2017
Updated November 2020
Updated July 2023
Reviewed September 2024

Purpose

A collection development policy is a written document which defines the scope and nature of a library's existing collection, and the policies and plans for continuing development of resources as they relate to the City of La Vista's goals and planning, general selection criteria and intellectual freedom. The library collection includes all items acquired for use by the public. Standards of selection are applicable to print and non-print including electronic media.

Materials Selection

The collection of the La Vista Public Library includes materials in a variety of formats, due to demand, popularity, and cost effectiveness. Materials are selected by trained staff in an effort to maintain an up-to-date, attractive, and useful collection that will meet the community needs as a whole. The final responsibility for selection rests with the library director who considers the reviews in professional journals such as *Library Journal*, *School Library Journal*, *Booklist*, or *The Bulletin of the Center for Children's Books*.

The La Vista Public Library recognizes that each individual has informational, recreational, cultural, and educational needs and interests important to him or her. The library also realizes it cannot meet every need of every individual but rather, offer something for everyone. The library also recognizes that it has limited financial resources and has a responsibility to use public funds to serve the entire community. Consequently, the library's collection reflects the collective informational, recreational, cultural, and educational needs of the community as opposed to any one individual's needs. The library uses other available means such as interlibrary loan to serve the individual whose needs are either outside the scope of the library's collection or are remote from the acknowledged collective needs of the community the library primarily serves.

The selection of materials should be as objective as possible. Selection that is affected by one's own prejudice is an act of censorship. A thorough knowledge of the library's collection and overall balance is necessary for good material selection. Good material selection is based on a thorough knowledge of the community's needs, resources, and demands and is geared to the interests of the majority of the public served.

Decisions concerning children's use of library materials and/or electronic resources are the responsibility of their parents or guardians.

In compliance with our constitutional rights of freedom of speech and freedom of the press, the library will attempt to provide an array of viewpoints based on the quality, cost, availability, and demand of the materials for purchase.

Special Collections

Joseph J. Barnettler Law Collection was started in 2003 in honor of the City of La Vista's third City Attorney. This collection is updated and maintained primarily by donations made to the library.

Harold "Andy" Anderson Civic Leadership Collection was started in 2005 in honor of the City of La Vista's fourth City Mayor. This collection is updated and maintained primarily by donations made to the library.

Authority and Responsibility for Collection Development

The library director delegates the authority and responsibility for collection development and management. The director operates within the framework of the City Council approved policies.

Selection of Resources

Criteria

Whatever the format and for whatever age the material is intended, the principles upon which the library material is evaluated include the following criteria:

1. Resources are selected to fill the needs of both actual and potential users, within the constraints of space, availability of funds, and perceived needs of the primary service area of the library.
2. Each resource is evaluated according to its value to the collection and the audience for who it is intended.
3. Each resource is evaluated according to professional standards.
4. A resource is evaluated as a whole, not on the basis of a particular section or sections.
5. Resources representing different viewpoints on controversial issues may be acquired or made available. The library recognizes the importance of making available a variety of viewpoints, realizing that a resource which might offend one person may be considered meaningful by another.
6. A resource may not be selected, or excluded from selection, solely for the reason of the race, color, religion, gender, sexual preference, national origin, disability, age, ancestry, or other characteristic of the author or source.

Duplication

The library strives to avoid unnecessary and costly duplication of items in the collection or easily obtainable within the geographic area. If demand dictates, a variety of formats may be considered. Depending on budget, demand and space, the library purchases multiple copies of items in heavy demand. The decision for duplication and the number of extra items remains at the discretion of the library director.

Patron Recommendations

The La Vista Public Library welcomes and encourages patrons' suggestions for purchase of library materials. The library director according to this Collection Development Policy makes decision for purchase or inclusion.

Gifts/Donations

While gifts to the library are always appreciated, the items must meet the selection standards before they can become a part of the collection. The library reserves the right to dispense with gifts in any manner that it deems appropriate.

The library cannot appraise gift materials for tax purposes. Upon request, a letter or receipt stating the number of items given will be sent to the donor, who can then assign a value.

Monetary donations may be made in a number of ways:

- Memorial gifts: A plate may be added to the La Vista Public Library Memorial Fund plaque for each memorial of approximately \$1,000. This tradition was started by Robert Stowe in memory of his wife and library patron, Karla J. Stowe.
- Through the La Vista Community Foundation. The Mary Louise Anderson Storytime Fund can be specified when you make your donation to the Foundation.

Challenged Materials

If a patron objects to the library's ownership of a particular item or items, the patron can complete a *City of La Vista Request for Action* online form stating what item, verify if they have read, viewed or listened to the item in its entirety, and why they are requesting the removal of the item. The library director will review the request and a recommendation will be formulated and forwarded to the City Administrator. The City Administrator will notify the challenger in writing. The challenged material will remain in the collection until a determination is made.

Withdrawal of Resources

Resources are regularly withdrawn from the collection for the following reasons:

1. The resource is no longer accurate, current, or timely.
2. The item is physically worn or damaged beyond reasonable repair or cannot be rebound properly.
3. The item can be replaced at a lower cost than repair or rebinding.
4. The resource's value to the collection has decreased as other comparable resources have been added to the collection.
5. The resource is no longer being used frequently enough to justify its space in the collection or staff time to maintain.

Withdrawn items may be sold at a modest price, with proceeds being placed back into the city's general fund.



City of La Vista Nebraska
Month Ended September 30, 2024

Fund Balance

	FY24 Budget	FY24 YTD Actual	Variance
General Fund	12,645,616	17,221,510	4,575,894
Debt Service Fund	4,058,222	1,404,494	(2,653,728)
Capital Improvement Fund	2,558,898	9,379,765	6,820,867
Lottery Fund	4,437,181	5,214,116	776,935
Redevelopment Fund	12,699,294	5,817,477	(6,881,817)
Economic Development	202,140	194,964	(7,176)
Off-Street Parking	25,955	(0.00)	(25,955)
Police Academy	152,150	189,489	37,339
Qualified Sinking Fund	785,422	2,039,713	1,254,291
Sewer Fund	4,066,148	5,483,581	1,417,433
Ending Fund Balance	41,631,026	46,945,109	5,314,083

Key Trends

General Fund - Rev \$1.3M over budget - interest \$632K, sales tax \$462K. Exp \$1.2M under budget
 Debt Service Fund - Funds from Bonds for projects were moved to CIP Fund
 CIP Fund - Moved funds from Bonds from Debt service and then carried over \$5.3M in projects to FY25
 RDF- Did not issue \$7M bond, moved to FY25
 OSP- Closed out
 QSF - Moved an extra \$1M from General Fund. Holiday Lights \$414K , \$1.6M for capital equipment purchases
 Sewer Fund - Exp \$1M under budget (\$800K CIP moved to FY25)



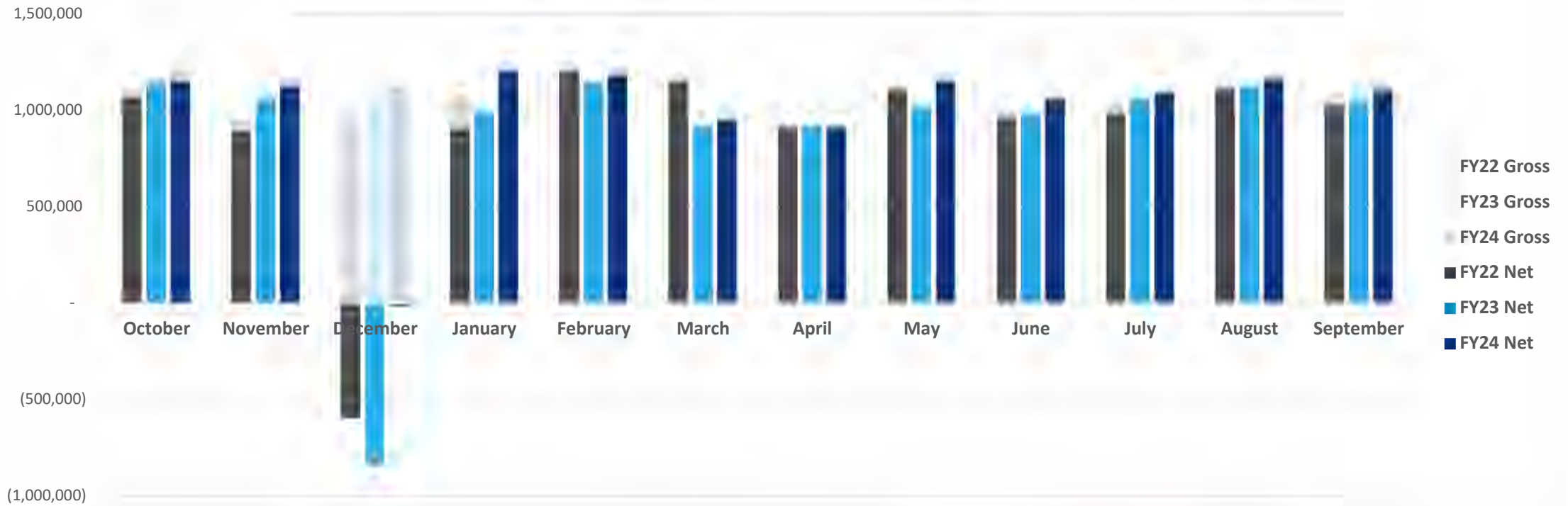
City of La Vista NE
Monthly Treasurer Report
September FY24

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,527,101	4.2%		\$ 5,281	1/17/2025
	Dayspring Bank	\$ -	0.6%		\$ -	
	Total CD's	\$ 1,527,101				
Money Market	Access Bank	\$ 1,925,238	2.8%	\$ 8,373		
	Dayspring Bank	\$ 5,967,889	4.9%	\$ 29,690		
	NPAIT	\$ 32,112,214	5.3%	\$ 125,006		
	Nebraska Class	\$ 8,600,834	5.5%	\$ 29,012		
	NFIT	\$ -				
	Total Money Market	\$ 48,606,176				
Checking	Access Bank	\$ 1,041,958	1.0%	\$ 1,794		
Checking	Dayspring Bank	\$ 25,410	0.0%	\$ 56		
Savings	Access Bank	\$ 443,930	1.0%	\$ 587		\$ -
Total Portfolio		\$ 51,644,576		\$ 194,517	\$ 5,281	

Key Trends

- Unrestricted cash of \$17M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects,Police Academy
- FY24 interest income is \$2.4M over budget for the year, we have earned \$2.5M in interest in FY24

**Sales & Use Tax
Gross Earned & Net Received
Month over Month Comparison
FY22 FY23 FY24**



Note: Includes Sales Tax, Consumer Use Tax, and Motor Vehicle Tax

Business Month	Receipt Month	Gross Sales & Use Tax			Net Sales & Use Tax		
		FY22 Gross	FY23 Gross	FY24 Gross	FY22 Net	FY23 Net	FY24 Net
August	October	1,101,833	1,172,852	1,219,327	1,068,778	1,136,379	1,150,506
September	November	954,284	1,092,622	1,156,387	890,532	1,059,015	1,119,894
October	December	966,676	1,055,895	1,123,464	(593,519)	(842,053)	(13,627)
November	January	1,081,854	1,023,417	1,237,079	902,327	988,470	1,199,959
December	February	1,236,302	1,174,489	1,220,426	1,199,212	1,139,254	1,180,130
January	March	1,186,036	941,197	986,988	1,148,826	912,475	948,815
February	April	937,423	947,568	937,872	909,081	919,141	909,599
March	May	1,139,106	1,050,699	1,190,808	1,104,869	1,018,971	1,149,334
April	June	996,143	1,006,047	1,088,179	962,065	975,860	1,055,305
May	July	1,029,663	1,094,248	1,121,424	979,089	1,061,094	1,087,465
June	August	1,143,242	1,159,853	1,197,098	1,108,529	1,123,754	1,160,289
July	September	1,057,218	1,133,236	1,137,341	1,025,245	1,045,798	1,103,167
FY Total		12,829,780	12,852,123	13,616,393	10,705,035	10,538,161	12,050,836
		Budget			Budget		
		12,969,471			11,125,387		



Monthly Statement of Revenue and Expenditure
October

	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	61,139	4,971	-	-	-	-	66,110	-	-
Sales and use taxes	646,661	323,331	-	-	323,331	-	1,293,322	-	-
Other Taxes ²	264,912	242	-	-	22,170	-	287,325	-	-
Licenses and Permits	29,228	-	-	-	-	-	29,228	-	-
Intergovernmental Revenues ³	220,320	-	-	-	-	195,000	415,320	-	-
Charges for Services	35,561	-	-	-	-	-	35,561	-	-
Grant income	15,263	-	-	-	-	-	15,263	-	-
Lottery Proceeds	-	-	-	89,560	-	-	89,560	-	-
Interest Income	65,541	43,657	7,120	19,786	25,578	2,255	163,936	24,221	24,221
Sewer Fees	-	-	-	-	-	-	-	422,697	422,697
Other Revenues ⁴	21,006	32,350	-	-	-	18,988	72,343	3	3
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	1,359,631	404,550	7,120	109,346	371,078	216,243	2,467,969	446,922	446,922
Expenditures									
CIP/Capital Outlay	11,057	-	163,518	-	3,900	-	178,475	-	-
Debt Service: Principal Expense	-	-	-	-	-	1,060,000	1,060,000	-	-
Debt Service: Interest Expense	-	-	-	-	-	45,643	45,643	-	-
Debt Service: Bond Issue Expense	-	-	-	-	-	400	400	-	-
General Government Expenses	359,642	50	-	-	-	-	359,692	-	-
Public Works	185,777	-	-	-	-	-	185,777	-	-
Public Safety	626,185	-	-	-	-	17,810	643,995	-	-
Culture and Recreation	181,548	-	-	-	-	-	181,548	-	-
Public Library	88,446	-	-	-	-	-	88,446	-	-
Community Betterment	-	-	-	69,295	-	-	69,295	-	-
Community Development	67,794	-	-	-	10,960	-	78,754	-	-
Sewer	-	-	-	-	-	-	-	71,143	71,143
Total Expenditures	1,520,450	50	163,518	69,295	14,860	1,123,853	2,892,026	71,143	71,143
Transfers In	-	-	-	-	-	330,912	330,912	-	-
Transfers Out	409,618	-	-	-	-	-	409,618	-	-
Change in Net Position	(570,437)	404,501	(156,399)	40,052	356,218	(576,698)	(502,763)	375,779	375,779

Key Trends
Revenue
Interest Income is \$2.4M over budget.
Expenditures
Bond payments out of Economic Development \$1.06M

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.

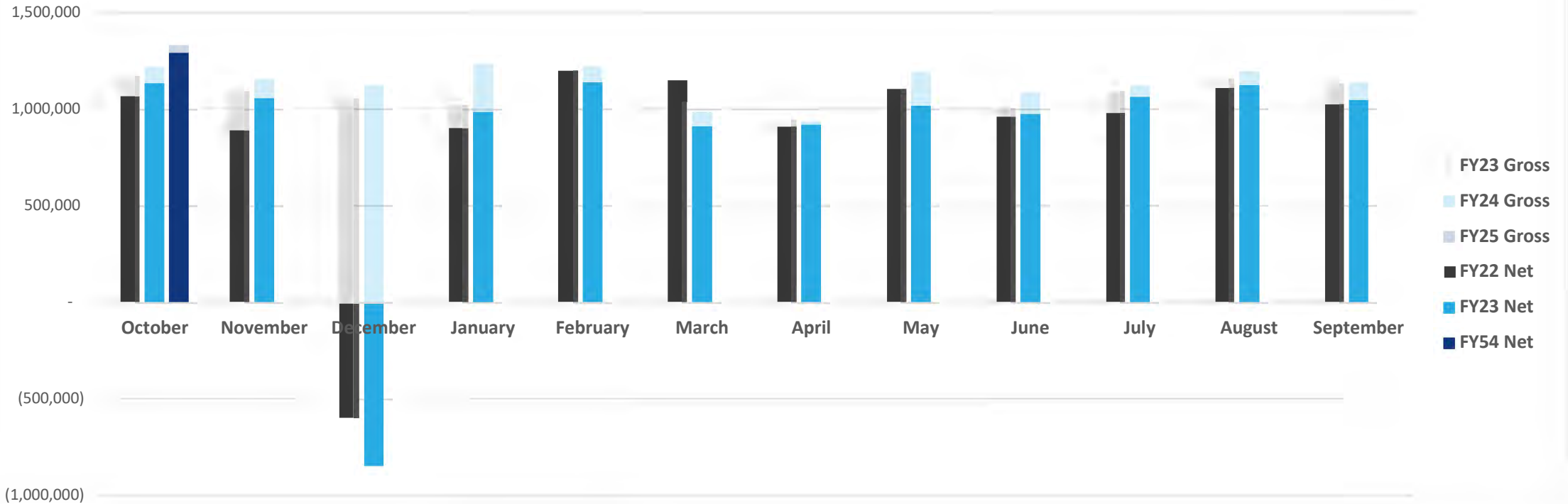


City of La Vista NE
Monthly Treasurer Report
October FY25

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,527,101	4.2%		\$ 5,281	1/17/2025
	Dayspring Bank	\$ -	0.6%		\$ -	
	Total CD's	\$ 1,527,101				
Money Market	Access Bank	\$ 1,908,421	2.8%	\$ 3,823		
	Dayspring Bank	\$ 5,991,933	4.8%	\$ 24,043		
	NPAIT	\$ 28,765,250	4.9%	\$ 124,326		
	Nebraska Class	\$ 8,635,628	4.8%	\$ 34,794		
	NFIT	\$ -				
	Total Money Market	\$ 45,301,232				
Checking	Access Bank	\$ 380,450	1.0%	\$ 677		
Checking	Dayspring Bank-FSA	\$ 25,478	4.9%	\$ 68		
Savings	Access Bank	\$ 532,542	1.0%	\$ 426		\$ -
Checking	Access Bank-Health Ins	\$ 78,714	1.0%	\$ 9		
	Total Portfolio	\$ 47,845,518		\$ 188,166	\$ 5,281	

Key Trends	
• Opened new checking acct at Access bank for Self -funded Health Insurance	
• 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	

Sales & Use Tax
Gross Earned & Net Received
Month over Month Comparison
FY23 FY24 FY25



Note: Includes Sales Tax, Consumer Use Tax, and Motor Vehicle Tax

Business Month	Receipt Month	Gross Sales & Use Tax			Net Sales & Use Tax		
		FY23 Gross	FY24 Gross	FY25 Gross	FY22 Net	FY23 Net	FY24 Net
August	October	1,172,852	1,219,327	1,333,594	1,068,778	1,136,379	1,293,323
September	November	1,092,622	1,156,387	-	890,532	1,059,015	-
October	December	1,055,895	1,123,464	-	(593,519)	(842,053)	-
November	January	1,023,417	1,237,079	-	902,327	988,470	-
December	February	1,174,489	1,220,426	-	1,199,212	1,139,254	-
January	March	941,197	986,988	-	1,148,826	912,475	-
February	April	947,568	937,872	-	909,081	919,141	-
March	May	1,050,699	1,190,808	-	1,104,869	1,018,971	-
April	June	1,006,047	1,088,179	-	962,065	975,860	-
May	July	1,094,248	1,121,424	-	979,089	1,061,094	-
June	August	1,159,853	1,197,098	-	1,108,529	1,123,754	-
July	September	1,133,236	1,137,341	-	1,025,245	1,045,798	-
FY Total		12,852,123	13,616,393	1,333,594	10,705,035	10,538,161	1,293,323
		Budget			Budget		
		14,014,538			12,139,103		

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of La Vista

PROJECT:

Central Park Pedestrian Lighting

APPLICATION NO: 6501-002

APPLICATION DATE: 10/31/24

PERIOD TO: 10/1 - 10/31

PROJECT NO: 6501

CONTRACT DATE: 05/22/24

FROM CONTRACTOR:

Valley Corporation
28001 Ida Circle, PO Box 589
Valley, NE 68064

CONTRACT FOR: Street lighting/Pedestrian Lighting

OWNER: City of La Vista

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$606,994.25
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$606,994.25
4. TOTAL COMPLETED & STORED TO DATE (Column K and L on G703)	\$296,501.92
5. RETAINAGE:	
a. 10% of Completed Work (Column K on G703)	\$29,650.19
b. 10% of Stored Material (Column L on G703)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column O of G703)	\$29,650.19
6. TOTAL EARNED LESS RETAINAGE	\$266,851.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$112,417.75
8. CURRENT PAYMENT DUE	\$154,433.98
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$340,142.52

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
	\$0.00	\$0.00
NET CHANGES by Change Order:	\$0.00	

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

CONTRACTOR: Valley Corporation

By: David Beam Date: 11-5-24

State of: Nebraska County of: Douglas

Subscribed and sworn to before me this 5 day of November 2024

Notary Public:

Brenda L Schmitz

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$154,433.98

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

ENGINEER: L.H. SmithBy: _____ Date: 11/8/2024

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

Approved to Pay
CAS 10/10/2024

16.71.0917.000 PARK17006

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6501-002

APPLICATION DATE: 10/31/24

PERIOD TO: 10/1 - 10/31

PROJECT NO: 6501

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
ITEM NO.	DESCRIPTION OF WORK	UOM	Contracted Values			Previous Application		Current Application		Completed to Date		Stored Materials	Remaining		Retained 10%
			Est. Quantity	Unit Price	Contract Value	Quantity	Extended Value	Quantity	Extended Value	Quantity	Extended Value		Quantity	Extended Value	
1	Selective Demolition, direct-bury wire (UG conduit)	LF	900	\$ 5.24	\$ 4,716.00	100	\$ 524.00	0	\$ -	100	\$ 524.00	\$ -	800	\$ 4,192.00	\$ 52.40
2	Selective Demolition, wood pole, 25' high	EACH	2	\$ 1,179.42	\$ 2,358.84	2	\$ 2,358.84	0	\$ -	2	\$ 2,358.84	\$ -	0	\$ -	\$ 235.88
3	Selective Demolition	CLF	1	\$ 1,179.42	\$ 1,179.42	1	\$ 1,179.42	0	\$ -	1	\$ 1,179.42	\$ -	0	\$ -	\$ 117.94
4	Lighting Circuits - Wire, Copper, Stranded, 600 Volt, #10, Type THWN, Normal Installation Conditions in Conduit	CLF	207	\$ 105.38	\$ 21,813.66	0	\$ -	0	\$ -	0	\$ -	\$ -	207	\$ 21,813.66	\$ -
5	Lighting Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	CLF	110	\$ 135.52	\$ 14,907.20	0	\$ -	0	\$ -	0	\$ -	\$ -	110	\$ 14,907.20	\$ -
6	Receptacle Circuits - Wire, copper, stranded, 600 volt, #12, type THWN, normal installation conditions in conduit	CLF	18	\$ 92.28	\$ 1,661.04	0	\$ -	0	\$ -	0	\$ -	\$ -	18	\$ 1,661.04	\$ -
7	Receptacle Circuits - Wire, Copper, Stranded, 600 Volt, #10, Type THWN, Normal Installation Conditions in Conduit	CLF	70	\$ 105.38	\$ 7,376.60	0	\$ -	0	\$ -	0	\$ -	\$ -	70	\$ 7,376.60	\$ -
8	Receptacle Circuits - Wire, copper, stranded, 600 Volt, #6, Type THWN, Normal Installation Conditions in Conduit	CLF	88	\$ 135.52	\$ 11,925.76	0	\$ -	0	\$ -	0	\$ -	\$ -	88	\$ 11,925.76	\$ -
9	Receptacle Circuits - Wire, Copper, Stranded, 600 Volt, #6, Type THWN, Normal Installation Conditions in Conduit	CLF	98	\$ 168.29	\$ 16,492.42	0	\$ -	0	\$ -	0	\$ -	\$ -	98	\$ 16,492.42	\$ -
10	Lighting Circuits - PVC conduit, Sch. 40, 1/2" diameter including terminations, fittings	CLF	157	\$ 58.09	\$ 9,120.13	100	\$ 5,809.00	57	\$ 3,311.13	157	\$ 9,120.13	\$ -	0	\$ (0.00)	\$ 912.01
11	Receptacle Circuits - PVC conduit, Sch. 40, 1/2" diameter including terminations, fittings	CLF	137	\$ 88.56	\$ 12,132.72	120	\$ 10,627.20	17	\$ 1,505.52	137	\$ 12,132.72	\$ -	0	\$ (0.00)	\$ 1,213.27
12	Pull Boxes, Composite, Weatherproof, Type NEMA 3R	EACH	70	\$ 1,313.83	\$ 91,968.10	19	\$ 24,962.77	49	\$ 64,377.67	68	\$ 89,340.44	\$ -	2	\$ 2,627.65	\$ 8,934.01
14	Lighting Circuits - Ground wire, copper, bare, solid, #8	CLF	158.5	\$ 126.80	\$ 20,097.80	0	\$ -	0	\$ -	0	\$ -	\$ -	158.5	\$ 20,097.80	\$ -
15	Receptacle Circuits - Ground wire, copper, bare, solid, #8	CLF	137	\$ 126.80	\$ 17,371.60	0	\$ -	0	\$ -	0	\$ -	\$ -	137	\$ 17,371.60	\$ -
16	Lighting Ground Rod - Ground wire, copper, bare, solid, #8	CLF	3	\$ 167.08	\$ 501.24	0	\$ -	3	\$ 501.24	3	\$ 501.24	\$ -	0	\$ -	\$ 50.12
17	Grounding rod, copper clad, 6' long, 1/2" diameter	EACH	59	\$ 88.64	\$ 5,223.86	0	\$ -	59	\$ 5,223.86	59	\$ 5,223.86	\$ -	0	\$ -	\$ 522.39
18	Grounding clamp, bronze, 1/2" diameter	EACH	59	\$ 23.44	\$ 1,382.96	0	\$ -	59	\$ 1,382.96	59	\$ 1,382.96	\$ -	0	\$ -	\$ 138.30
19	Trenching, Backfill	LF	6970	\$ 13.85	\$ 96,534.50	4100	\$ 56,785.00	2270	\$ 31,439.50	6370	\$ 88,224.50	\$ -	600	\$ 8,310.00	\$ 8,822.45
20	Direct-bare underneath existing paved surfaces	LF	100	\$ 21.72	\$ 2,172.00	150	\$ 3,258.00	550	\$ 11,946.00	700	\$ 15,204.00	\$ -	-600	\$ (13,032.00)	\$ 1,520.40
21	Receptacle, duplex GFCI, 20A with box, weatherproof white-in-use cover, 3/4" PVC and wire	EACH	59	\$ 72.03	\$ 4,249.77	0	\$ -	18	\$ 1,296.54	18	\$ 1,296.54	\$ -	41	\$ 2,953.23	\$ 128.65
22	Type SPC, 14ft pole, concrete base	EACH	28	\$ 3,252.37	\$ 91,066.36	4	\$ 13,099.48	6	\$ 19,514.22	10	\$ 32,523.70	\$ -	18	\$ 58,542.68	\$ 3,252.37
23	Type SPD, 20ft pole, concrete base	EACH	9	\$ 3,197.45	\$ 28,777.05	2	\$ 6,394.90	0	\$ -	2	\$ 6,394.90	\$ -	7	\$ 22,382.15	\$ 639.49
24	Type SPE, 20ft pole, concrete base	EACH	22	\$ 3,189.50	\$ 70,169.00	0	\$ -	2	\$ 6,379.00	2	\$ 6,379.00	\$ -	20	\$ 63,790.00	\$ 637.90
24	Surveying and Staking	LS	1	\$ 8,355.48	\$ 8,355.48	0	\$ -	1	\$ 8,355.48	1	\$ 8,355.48	\$ -	0	\$ -	\$ 835.55
25	Lighting Control, material	LS	1	\$ 31,757.18	\$ 31,757.18	0	\$ -	0.75	\$ 7,939.30	0.25	\$ 7,939.30	\$ -	0.75	\$ 23,817.88	\$ 793.93
26	Lighting Control, installation and commissioning	LS	1	\$ 33,683.56	\$ 33,683.56	0	\$ -	0.25	\$ 8,420.89	0.25	\$ 8,420.89	\$ -	0.75	\$ 25,262.67	\$ 842.09
			0	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
			0	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
	Grand Total				\$ 606,994.25		\$ 124,988.61		\$ 171,593.31		\$ 296,501.92	\$ -		\$ 310,492.33	\$ 29,650.18

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

November 05, 2024
Project No: 10-17105-42
Invoice No: 0241150

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

Billing Period: October 01, 2024 to October 31, 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	70.00	18,963.00	10,836.00	8,127.00
Total Fee	59,590.00		51,463.00	43,336.00	8,127.00
Total Fee					8,127.00

Consultants

Thompson Dreessen & Dörner Inc	7,425.00	
Total Consultants	7,425.00	7,425.00
Total this Invoice		\$15,552.00

Outstanding Invoices

Number	Date	Balance
0236905	7/31/2024	12,025.00
Total		12,025.00

Billings to Date

	Current	Prior	Total
Fee	8,127.00	43,336.00	51,463.00
Consultant	7,425.00	0.00	7,425.00
Totals	15,552.00	43,336.00	58,888.00

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: WFBUS6S

Approved to Pay
CAS 11/8/2024
05.71.0917.000 CMDV24001

Billing Backup

DLR Group

Invoice 0241150 Dated 11/5/2024

Tuesday, November 5, 2024

12:37:51 PM

Project

10-17105-42

La Vista CC Lot 12 Surface Parking Lot

Consultants

Thompson Dreessen & Dornier Inc			
AP 0555206	10/22/2024	Thompson Dreessen & Dornier Inc /	7,425.00
Total Consultants			7,425.00
		Total this Project	\$7,425.00
		Total this Report	\$7,425.00

Invoice**DLRGROUP**

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

July 31, 2024
Project No: 10-17105-42
Invoice No: 0236905

Project 10-17105-42 La Vista CC Lot 12 Surface Parking Lot
Billing Period: July 01, 2024 to July 31, 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	15,600.00	10,400.00
Bid Negotiation	1,625.00	100.00	1,625.00	0.00	1,625.00
Total Fee	32,500.00		32,500.00	20,475.00	12,025.00
Total Fee					12,025.00
Total this Invoice					\$12,025.00

Billings to Date

	Current	Prior	Total
Fee	12,025.00	20,475.00	32,500.00
Totals	12,025.00	20,475.00	32,500.00

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:
WFBUS6S

Approved to Pay
CAS 11/2/24
05.71.097.000 CMD/24001

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2024 AGENDA**

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

SYNOPSIS

A resolution has been prepared to designate and ratify, as well as affirm and approve the re-election of, the City's three directors of the La Vista Metropolitan Community College Board of Directors for the purposes of the Condominium Board for the public library and MCC Sarpy Center and approving actions of the directors at the 2024 Annual Meeting.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Currently, the City Council has elected the following persons to the Condominium Board:

- City Administrator
- Library Director
- Building Superintendent

It is proposed that Council designate these positions to hold a seat on the Board on behalf of the City. Additionally, the Condominium Board of Directors held its annual meeting on November 11, 2024 at which time the above directors took action on behalf of the City.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS.

WHEREAS, the City of La Vista Facilities Corporation ("City Facility Corporation") and the Metropolitan Community College Facilities Corporation made and entered a Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime dated December 29, 1997 ("Declaration") for the purposes of administering the condominium property regime and maintaining common areas of the Library/Sarpy Center; and

WHEREAS, the La Vista/Metropolitan Community College Condominium Owners Association, Inc., ("Association") was incorporated for purposes of administering the condominium property regime and maintaining the common areas under the Declaration, and the Association is governed by a Board of Directors; and

WHEREAS, pursuant to Article 1.24 of the Declaration, as amended, the City Facilities Corporation delegated to and authorized the City of La Vista ("City") to exercise voting rights with respect to the Association and its Board of Directors, and the City desires to exercise said voting rights to elect Directors of the Association; and

WHEREAS, the following positions (and the individuals holding the titles) have been designated by the Mayor and City Council to be the City's three directors ("City's Director's) on the Association's Board of Director's (Association's Board):

City Administrator
Library Director
Building Superintendent

WHEREAS, the Association held its 2024 Annual Meeting on November 11, 2024, at which time and at such meeting the City's Directors voted on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Director's to the Association's Board; and

WHEREAS, the Mayor and City Council desire to designate, and ratify, affirm and approve the election of the City's Directors;

NOW, THEREFORE, BE IT RESOLVED, that the following are hereby designated and elected to serve as the City's appointees to the Board of Director's of the Association:

City Administrator
Library Director
Building Superintendent

and further that their attendance, participation, voting and exercise of other rights on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and elect said individuals as directors at the annual meeting of the Association was held November 11, 2024 (and all other related actions) are hereby ratified, affirmed and approved.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
8(E)	11/06/2024	POINT C HEALTH	5,143.57	N
143580	11/06/2024	HGM ASSOCIATES, INC.	80,884.25	N
143581	11/06/2024	J RETZ LANDSCAPE, INC	685.00	N
143582	11/06/2024	MACKIE CONSTRUCTION	93,858.33	N
143583	11/06/2024	OMAHA PUBLIC POWER DISTRICT	570.54	N
143584	11/06/2024	SADLER ELECTRIC INC	37,448.00	N
143585	11/06/2024	TITLECORE NATIONAL, LLC	1,100.00	N
143586	11/06/2024	TRUESCOPE INC	5,040.00	N
143587	11/06/2024	VALLEY CORPORATION	112,417.75	N
1261949(E)	11/08/2024	US BANK NATIONAL ASSOCIATION	41,837.64	N
143588	11/19/2024	1000 BULBS	409.34	N
143589	11/19/2024	ALCOLOCK USA	174.80	N
143590	11/19/2024	ALL MAKES OFFICE EQUIPMENT CO	2,570.93	N
143591	11/19/2024	AMAZON CAPITAL SERVICES, INC.	3,387.40	N
143593	11/19/2024	ARNOLD MOTOR SUPPLY	4,158.81	N
143594	11/19/2024	ASPEN EQUIPMENT COMPANY	757.39	N
143595	11/19/2024	AXON ENTERPRISE INC	918.00	N
143596	11/19/2024	AYALA, BRIAN	42.50	N
143597	11/19/2024	BACON LETTUCE CREATIVE	2,996.25	N
143598	11/19/2024	BATTERIES PLUS BULBS #073	83.20	N
143599	11/19/2024	BIBLIOTHECA LLC	6,759.00	N
143600	11/19/2024	BIG RED LOCKSMITHS	12.00	N
143601	11/19/2024	BJS-BELLEVUE JR SPORTS ASSN	800.00	N
143602	11/19/2024	BURT, ZACHARY	41.33	N
143603	11/19/2024	CARAHSOFT TECHNOLOGY CORPORAT	341.41	N
143604	11/19/2024	CENTER POINT, INC.	291.24	N
143605	11/19/2024	CINTAS CORPORATION NO. 2	22.94	N
143606	11/19/2024	COMP CHOICE INC	90.00	N
143607	11/19/2024	CONCRETE SUPPLY, INC.	6,974.50	N
143608	11/19/2024	CONRECO INCORPORATED	38.00	N
143609	11/19/2024	CONVERGINT TECHNOLOGIES LLC	4,828.26	N
143610	11/19/2024	CORNHUSKER SIGN & MFG CORP	2,875.00	N
143611	11/19/2024	CPI TELECOM	1,741.06	N
143612	11/19/2024	CULLIGAN OF OMAHA	14.75	N
143613	11/19/2024	DELL MARKETING L.P.	2,384.66	N
143614	11/19/2024	DXP ENTERPRISES INC	137.13	N
143615	11/19/2024	ELASTEC, INC.	6,010.00	N
143616	11/19/2024	FERGUSON US HOLDINGS INC	52.39	N
143617	11/19/2024	FH BLACK & COMPANY INCORPORATE	1,043.00	N
143618	11/19/2024	FIKES COMMERCIAL HYGIENE LLC	144.50	N
143619	11/19/2024	FIRST NATIONAL BANK OF OMAHA	50.00	N
143620	11/19/2024	FITZGERALD SCHORR BARMETTLER	29,032.98	N
143621	11/19/2024	GENUINE PARTS COMPANY-OMAHA	356.34	N
143622	11/19/2024	GRAINGER	72.39	N
143623	11/19/2024	GREAT PLAINS UNIFORMS	169.98	N
143624	11/19/2024	GUARDIAN ALLIANCE TECHNOLOGIES I	260.00	N
143625	11/19/2024	HARBOR FREIGHT TOOLS	293.96	N
143626	11/19/2024	HOBBY LOBBY STORES INC	142.59	N
143627	11/19/2024	INGRAM LIBRARY SERVICES LLC	1,724.39	N
143628	11/19/2024	J & J SMALL ENGINE SERVICE	108.34	N
143629	11/19/2024	K ELECTRIC	12,049.84	N
143630	11/19/2024	KANOPY, INC.	233.00	N
143631	11/19/2024	KRIHA FLUID POWER CO INC	271.00	N
143632	11/19/2024	LABRIE, DONALD P	375.00	N
143633	11/19/2024	LARSEN SUPPLY COMPANY	759.94	N
143634	11/19/2024	LILLIANNA SPANGLER	358.98	N
143635	11/19/2024	LOGAN CONTRACTORS SUPPLY	88.67	N
143636	11/19/2024	MACQUEEN EQUIPMENT LLC	9,270.84	N
143637	11/19/2024	MANGELSEN'S	150.00	N
143638	11/19/2024	MATHESON TRI-GAS INC	280.36	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143639	11/19/2024	MENARDS-RALSTON	444.77	N
143640	11/19/2024	MIDWEST TURF & IRRIGATION	644.78	N
143641	11/19/2024	MILLARD METAL SERVICES INC	125.00	N
143642	11/19/2024	O'REILLY AUTO PARTS	1,742.11	N
143643	11/19/2024	OFFICE DEPOT INC	747.11	N
143644	11/19/2024	OMAHA SLINGS INCORPORATED	744.70	N
143645	11/19/2024	OMAHA TACTICAL LLC	502.00	N
143646	11/19/2024	OMAHA WINNELSON SUPPLY	44.06	N
143647	11/19/2024	OMAHA WORLD-HERALD	82.20	N
143648	11/19/2024	OMNI ENGINEERING	437.78	N
143649	11/19/2024	PAPILLION SANITATION	2,801.13	N
143650	11/19/2024	PITNEY BOWES GLOBAL FIN SVCS	19.08	N
143651	11/19/2024	REDFIELD & COMPANY	431.63	N
143652	11/19/2024	RIVER CITY RECYCLING	654.00	N
143653	11/19/2024	SARPY COUNTY COURTHOUSE	4,627.00	N
143654	11/19/2024	SARPY COUNTY SHERIFF'S OFFICE	5,000.00	N
143655	11/19/2024	SARPY DOUGLAS LAW ENFORCE. ACAD	32,500.00	N
143656	11/19/2024	SCATTER JOY ACRES INC	1,500.00	N
143657	11/19/2024	SIRCHIE ACQUISITION COMPANY, LLC	120.89	N
143658	11/19/2024	SUBURBAN NEWSPAPERS INC	396.24	N
143659	11/19/2024	SUPERIOR DECKS INC	637.76	N
143660	11/19/2024	TED'S MOWER SALES & SERVICE INC	193.49	N
143661	11/19/2024	THE COLONIAL PRESS, INC	4,880.32	N
143662	11/19/2024	THE PANCAKE MAN	1,240.00	N
143663	11/19/2024	THE PENWORTHY COMPANY	398.78	N
143664	11/19/2024	THE SCHEMMER ASSOCIATES INC	672.06	N
143665	11/19/2024	THREE RIVERS LIBRARY SYSTEM	10.00	N
143666	11/19/2024	TORNADO WASH LLC	350.00	N
143667	11/19/2024	TRANS UNION RISK AND ALT. DATA S	75.00	N
143668	11/19/2024	TRAVELERS	677.24	N
143669	11/19/2024	TRAVIS ROZEBOOM	12.00	N
143670	11/19/2024	TRI-TECH FORENSICS INC	3,423.00	N
143671	11/19/2024	UNITE PRIVATE NETWORKS LLC	4,950.00	N
143672	11/19/2024	UNMC	1,994.00	N
143673	11/19/2024	VERIZON CONNECT FLEET USA	608.00	N
143674	11/19/2024	VERIZON WIRELESS	18.02	N
143675	11/19/2024	VERIZON WIRELESS	445.97	N
143676	11/19/2024	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
143677	11/19/2024	WALMART COMMUNITY BRC	1,504.94	N
143678	11/19/2024	WHITE CAP LP	606.90	N
143679	11/19/2024	WM CORPORATE SERVICES	38.76	N
1261963(A)	11/19/2024	CITY OF OMAHA	643,623.90	N
1261963(E)	11/19/2024	ACTIVE NETWORK LLC	74.75	N
1261964(E)	11/19/2024	ADP INC	474,314.68	N
1261964(A)	11/19/2024	FRATERNAL ORDER OF POLICE	1,965.00	N
1261965(A)	11/19/2024	POLICE & FIREMEN'S INSURANCE	255.66	N
1261965(E)	11/19/2024	BLACK HILLS ENERGY	1,784.16	N
1261966(E)	11/19/2024	BOK FINANCIAL	56,053.75	N
1261966(A)	11/19/2024	SHI INTERNATIONAL CORP.	6,200.00	N
1261967(A)	11/19/2024	UNION BANK & TRUST	50.00	N
1261967(E)	11/19/2024	CENTURY LINK/LUMEN	96.14	N
1261968(E)	11/19/2024	CNA SURETY	100.00	N
1261969(E)	11/19/2024	COX COMMUNICATIONS, INC.	297.00	N
1261970(E)	11/19/2024	ESSENTIAL SCREENS	89.20	N
1261971(E)	11/19/2024	GREAT PLAINS COMMUNICATION	1,085.99	N
1261972(E)	11/19/2024	KINETIC RESEARCH GROUP, LLC	872.96	N
1261973(E)	11/19/2024	MARCO INCORPORATED	153.87	N
1261974(E)	11/19/2024	MID-AMERICAN BENEFITS INC	4,629.27	N
1261975(E)	11/19/2024	MISSIONSQUARE RETIREMENT	75,222.21	N
1261976(E)	11/19/2024	NE DEPT OF REV-MOTOR FUEL TAX	910.00	N

Check #	Check Date	Vendor Name	Amount	Voided
1261977(E)	11/19/2024	NE DEPT OF REVENUE-SALES TAX	137.58	N
1261978(E)	11/19/2024	PAYROLL MAXX	845.75	N
1261980(E)	11/19/2024	WALMART	29.98	N
TOTAL:			1,830,251.04	

APPROVED BY COUNCIL MEMBERS ON: 11/19/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2024 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – CIMARRON TERRACE PHASE III LOT 2 CIMARRON WOODS REPLAT THREE RECEIVE/FILE	◆ RESOLUTION ORDINANCE	CHRISTOPHER SOLBERG, AICP DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared to approve a Conditional Use Permit (CUP) for the third phase of a multi-family residential development, generally located southwest of 96th and Harrison Street.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval of a Conditional Use Permit for Lot 2, Cimarron Woods Replat Three.

BACKGROUND

The Applicant is seeking to construct an additional 7 apartment buildings as part of the Cimarron Terrace Apartments (buildings 8-14). The buildings would include a total of 138 apartment units (including 1, 2, and 3-bedroom units), 72 attached or detached garages, and amenities such as a playground and community garden.

HISTORY

On March 16, 2010, City Council approved applications for the Final PUD, Final Plat, Subdivision Agreement, and Conditional Use Permit for the construction and operation of the Cimarron Terrace Apartments.

On October 19, 2011, the City Council approved the CUP for Lot 380, which authorized the construction of Phase I of Cimarron Terrace. The first phase had 84 units in five buildings, 64 garages, and a clubhouse.

The original PUD plan noted that the construction would take place in two phases with the second phase consisting of an additional 192 units. However, due to funding constraints from Nebraska Investment Finance Authority (NIFA), Phase II was split into two separate phases. Phase II, which was approved by City Council on August 16, 2011, consisted of the construction of 48 additional units in two buildings, 16 attached garages and 12 detached garages, in addition to the surface parking stalls.

On October 18, 2022, the City Council approved of a CUP to allow for the construction of Phase III of the Cimarron Terrace development. However, applications to NIFA for gap financing have not been successful.

Pedcor Investments were granted a one-year administrative extension on October 18, 2023. However, Article 6 of the Zoning Ordinance requires applicants to proceed through the full application process to obtain a new CUP after one instance of administrative extension.

The CUP for Phase III as proposed consists of an additional 7 apartment buildings as part of the Cimarron Terrace Apartments (buildings 8-14). The buildings would include a total of 138 apartment units (including 1, 2, and 3-bedroom units), 72 attached or detached garages, and amenities such as a playground and community garden.

The proposal is in generally consistent with the Final PUD plan as approved by the La Vista City Council, with the main difference consisting of a reducing in the number of units of this phase from 144 to 138, with a corresponding reduction in the number of garages.

A detailed staff report is attached.

The La Vista Planning Commission held a public hearing on October 17, 2024 and voted to table the application to the November 7, 2024 Planning Commission meeting to give the applicant and staff an opportunity to address the concerns introduced at the meeting.

The La Vista Planning Commission held a public hearing on November 7, 2024 and voted, by a vote of 5 in favor to 1 against, to recommend approval of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PEDCOR INVESTMENTS, LLC FOR A MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT ON LOT 2 CIMARRON WOODS REPLAT THREE.

WHEREAS, Pedcor Investments, LLC, has applied for approval of a Conditional Use Permit for the construction and operation of multiple family dwellings (apartments) on Lot 2 Cimarron Woods Replat Three, generally located southwest of the intersection of S 96th Street and Harrison Street; and

WHEREAS, the La Vista Planning Commission reviewed the application on November 7, 2024 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the Conditional Use Permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Pedcor Investments, LLC to allow for the construction and operation of multiple family dwellings on Lot 2 Cimarron Woods Replat Three.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT**

CASE NUMBERS: PCUP24-0005;

FOR HEARING ON: NOVEMBER 19, 2024
REPORT PREPARED ON: NOVEMBER 11, 2024

I. GENERAL INFORMATION

A. APPLICANT(S):

Pedcor Investments, LLC
Attn: Turner Lesnick
770 3rd Ave, SW
Carmel, IN 46032

B. PROPERTY OWNERS:

Pedcor Investments, LLC
Attn: Turner Lesnick
770 3rd Ave, SW
Carmel, IN 46032

C. LOCATION: Southeast of the roundabout at the intersection of S 99th Street, Josephine Avenue, and Josephine Street, generally southwest of the intersection of S 96th Street and Harrison Street.

D. LEGAL DESCRIPTION: Lot 2 Cimarron Woods Replat 3.

E. REQUESTED ACTION(S): Approval of a new Conditional Use Permit for Phase 3 of the Cimarron Terrace Apartments, which allows for the construction and operation of seven additional multiple-family residential buildings containing 138 apartment units. This is necessitated by an expiration of the previously approved CUP.

F. EXISTING ZONING AND LAND USE: R-3 High-Density Residential, Planned Unit Development (Overlay District), Gateway Corridor District (Overlay District), and Sub-Area Secondary Overlay ("Special Corridor" Overlay District). This property is currently vacant.

G. PURPOSE OF REQUEST: Applicant is seeking to construct an additional 7 apartment buildings as part of the Cimarron Terrace Apartments (buildings 8-14). The buildings would include a total of 138 apartment units (including 1, 2, and 3-bedroom units), 72 attached or detached garages, and amenities such as a playground and community garden.

H. SIZE OF SITE: Approximately 12.05 acres.

II. BACKGROUND INFORMATION

A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	High-Density Residential	R-3 High-Density Residential, PUD, Gateway Corridor District (Overlay District), and Sub-Area Secondary Overlay (Special Corridor Overlay District)	Cimarron Terrace Apartments Phases 1 and 2
East	Medium-Density Residential	R-1 Single-Family Residential; Some parcels include the Gateway Corridor District (Overlay District) and Sub-Area Secondary Overlay (Special Corridor Overlay District)	Southwind II Neighborhood
South	Medium-Density Residential; Parks & Recreation	R-1 Single-Family Residential	Cimarron Woods East Neighborhood
West	Medium-Density Residential; Parks & Recreation	R-1 Single-Family Residential	Cimarron Woods West Neighborhood

B. RELEVANT CASE HISTORY:

1. On March 16, 2010, City Council approved applications for the Final PUD, Final Plat, Subdivision Agreement, and Conditional Use Permit for the construction and operation of the Cimarron Terrace Apartments.
2. On October 19, 2010, City Council approved an amendment to the Conditional Use Permit to allow for the construction of the Cimarron Terrace Apartments to occur in phases (among other changes). The first phase was constructed and included 84 units and 64 garages.
3. On August 16, 2011, City Council approved a Conditional Use Permit for the second phase of the Cimarron Terrace Apartments which was constructed to include an additional 48 apartment units between two buildings and 28 garages.
4. On October 18, 2022, City Council approved of a Conditional Use Permit for the third phase of the Cimarron Terrace Apartments which was designed to include an additional 138 apartment units between seven buildings and 72 garages.

C. APPLICABLE REGULATIONS:

1. Section 5.08 of the City of La Vista Zoning Ordinance – R-3 High Density Residential
2. Section 5.15 of the City of La Vista Zoning Ordinance – PUD Planned Unit Development District (Overlay District)
3. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)
4. Article 6 of the City of La Vista Zoning Ordinance – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. This application is consistent with the Future Land Use Map of the La Vista Comprehensive Plan, which designates this property for high-density residential development.
2. This application supports the following goals and policies from Chapter 4 of La Vista's Comprehensive Plan:
 - i. Live-2: Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes, and abilities.
 - ii. Move-2.4: Designate safe routes to school that maximize green streets, prioritizing improvements along those routes and marketing them to students and surrounding neighborhoods.
 - iii. Move-2.5: Create a connected network of complete streets that prioritize infrastructure for pedestrians, bicyclists, and transit riders.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Drive access to the apartment buildings in Phase 3 will be available off Josephine Court. A loop road will be constructed with this phase, connecting to S 97th Plaza to allow for multiple entrances/exits for emergency services.
2. Per the subdivision agreement executed for the Cimarron Terrace Apartments and resulting from the traffic impact analysis update submitted in 2009 (prior to the first phase), the Applicant installed (or caused to be installed) the signal poles, conduits, and service disconnects during the first phase of the development, to prepare for a traffic signal to be installed at the intersection of S 99th Street and Harrison Street. In coordination with the City of Omaha and Sarpy County, the existing signal appurtenances will need to be evaluated for condition and applicability to current standards, and the remaining traffic signal appurtenances (including at a minimum the mast arms, signals, signage, and controller

cabinet) are to be installed when the intersection meets signalization warrants, as determined by the City of Omaha and Sarpy County.

3. The City of Omaha conducted a study of the intersection of 99th Street and Harrison in 2021 to determine if the intersection met signal warrants. At that time the intersection did not meet the required warrants to install and operate signal at that intersection. The City of Omaha will be updating the study in the coming weeks to see if the intersection meets the required warrants.
4. Included in the packet is a letter from the City Engineer to the legal representation for Pedcor Investments that details the requirement for a pre-construction and a post-construction inspection of 99th Street and any streets used in the construction of Phase III of the Cimarron Terrace Apartments. The City would then notify Pedcor of any damaged infrastructure that needs to be corrected.
5. This phase includes two pedestrian access points from the loop road to the Cimarron Woods trail system, to improve walkability and recreational opportunities for residents. Upon completion of the phase currently under construction, and a future phase of the Applewood Creek Trail, residents will have access to the West Papio Trail and the various trails connected to it.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. The minimum off-street parking stall requirements for the proposed development per Section 7.06 of the La Vista Zoning Ordinance and the number of existing/proposed parking stalls for each phase in the development are as follows:

<u>Phase</u>	<u>Surface Parking Stalls</u>	<u>Garage Parking Stalls</u>	<u>Provided Stalls</u>	<u>Required Stalls</u>
1	153	64	217	168
2	67	28	95	96
3	176	72	248	264
Total	396	164	560	528

2. The proposed number of provided off-street parking stalls for the Cimarron Terrace Apartments exceeds the minimum number of stalls required by Section 7.06 of the La Vista Zoning Ordinance by 32 stalls. The original Planned Unit Development approved 3/16/2010 allows for shared parking between the

- three properties/phases, allowing for the slight stall deficit in Phases 2 and 3 due to the large surplus provided in Phase 1.
3. Per Section 7.05.09, multi-family housing developments shall provide a minimum of 0.5 enclosed garages per unit, but these garages may count toward the total number of parking spaces required. With 270 units between the three phases, this requirement for the Cimarron Terrace Apartments is to provide a minimum of 135 garage stalls. This complex will exceed this requirement by an additional 29 garage stalls.

IV. REVIEW COMMENTS:

1. The proposed site plan is generally consistent with the Final PUD plan approved by the La Vista City Council on March 16, 2010.
2. The building design and landscaping plan for Phase 3 of the Cimarron Terrace Apartments was approved on January 17, 2023. The building design and materials used will match the existing development.
3. The applicant held a neighborhood meeting regarding this application on September 25, 2024 after notifying residents of the Cimarron Woods HOA and the Cimarron Woods Villas HOA. Three individuals from the Cimarron Woods area were in attendance.
4. The original Conditional Use Permit required construction activities to start on the Property within twelve (12) months of the October 18, 2022 approval date. On October 18, 2023 a one-year administrative extension was granted as allowed as per Section 6.04.01 of the Zoning Ordinance. However, after the expiration of the administrative extension takes place, the applicant is required to reapply to both the Planning Commission and City Council for further approval(s) as per Section 6.04.01.03 of the Zoning Ordinance.
5. The Planning Commission held a public hearing in relation to this application on October 17, 2024. The recommendation on the application was tabled by the Planning Commission until the November 7, 2024 meeting to give the applicant and staff an opportunity to address the concerns introduced at the meeting. Another public hearing was held on November 7, 2024 where staff and the applicant provided additional information to the Planning Commission as requested.
6. A draft Conditional Use Permit including exhibits, and the CUP plan set are attached to this staff report.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT AMENDMENT:

Staff recommends approval of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION –
CONDITIONAL USE PERMIT:**

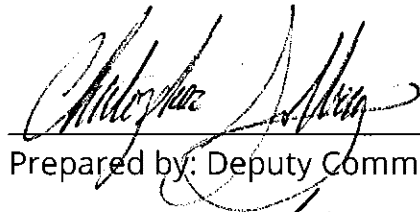
The Planning Commission held a public hearing on November 7, 2024 and voted 5 for to 1 against to recommend approval of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

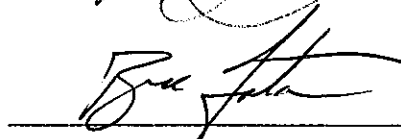
- A. Vicinity Map
- B. Pre/Post Construction Conditions Letter
- C. Draft Conditional Use Permit

VIII. COPIES OF REPORT SENT TO:

- A. Turner Lesnick, Pedcor Investments, LLC
- B. Kyle Haase, E&A Consulting Group, Inc.
- C. Brett Conyers, E&A Consulting Group, Inc.
- D. Public Upon Request



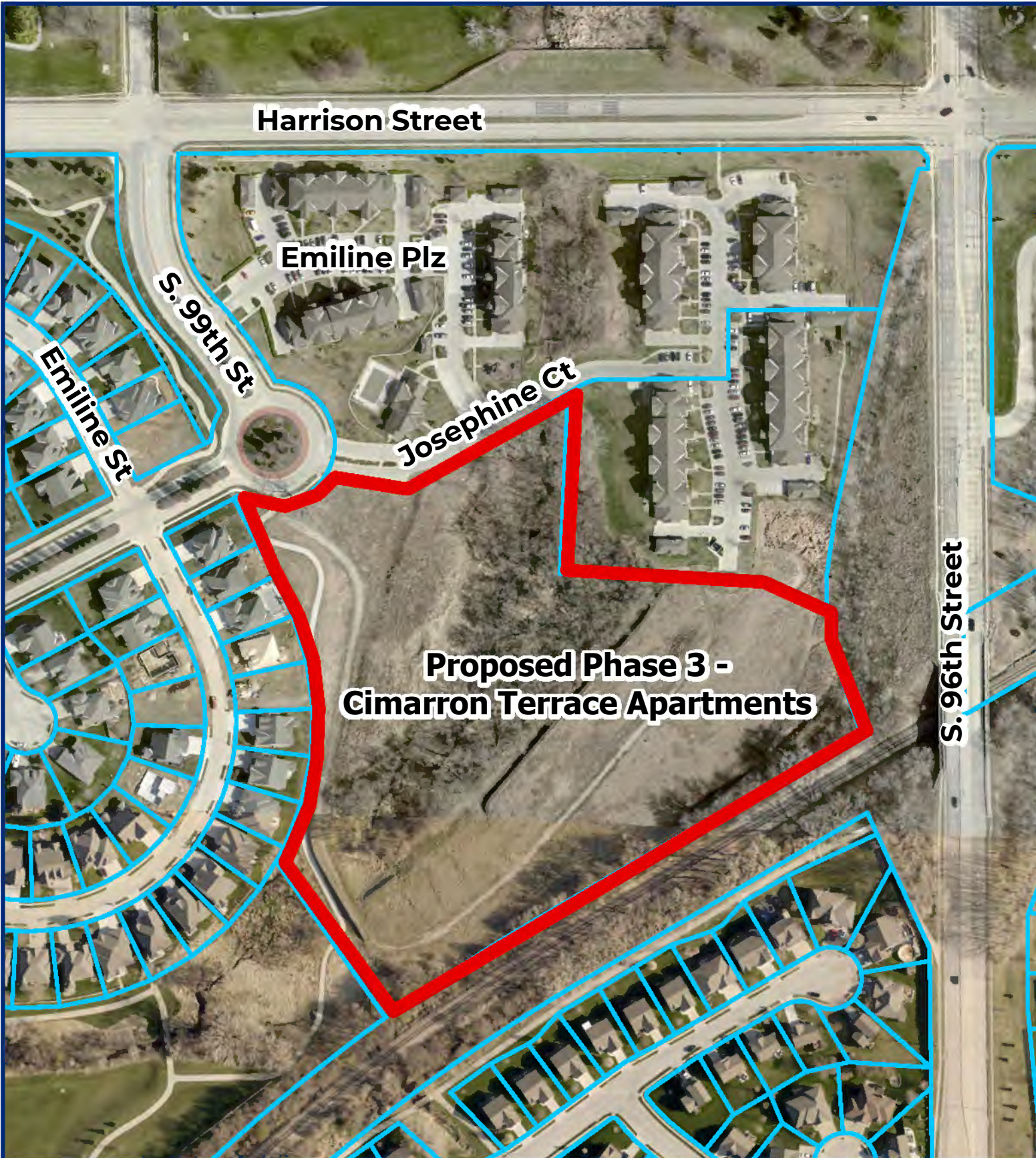
Prepared by: Deputy Community Development Director



Community Development Director

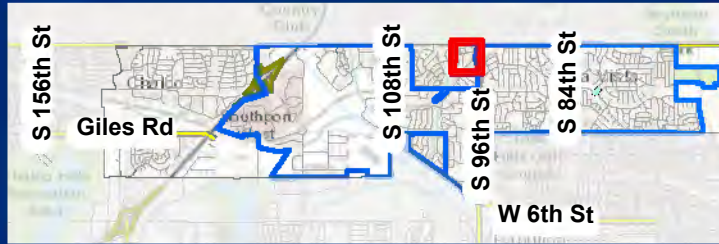
11/12/24

Date





**Proposed Phase 3 -
Cimarron Terrace Apartments**

Vicinity Map: Cimarron Terrace Phase 3 Conditional Use Permit



Legend

-  La Vista Parcels
-  Proposed Site





November 14, 2022

SID 237 of Sarpy County Nebraska
c/o John Fullenkamp
Fullenkamp, Jobeun, Johnson & Beller
11440 West Center Road, Suite C
Omaha, NE, 68144

RE: Cimarron Terrace Phase III, Lot 2 Cimarron Woods Replat 3
Conditional Use Permit
La Vista City Council Action

Mr. Fullenkamp:

As you may have been made aware, on October 18, 2022, the La Vista City Council approved the Conditional Use Permit (CUP) for Phase III of the Cimarron Terrace Apartments generally located to the northeast of the SID. As an amended condition of the CUP, City Council directed Pedcor Investments, LLC (Pedcor), the Applicant, to repair any of the public infrastructure that is caused by the construction of Phase III to the satisfaction of the City. As to ensure the public infrastructure remains in satisfactory condition, the SID shall document the before and after conditions of the intersection of 99th and Harrison Streets, 99th Street from Harrison Street to Josephine Avenue, the roundabout intersection of 99th Street and Josephine Avenue, and any other public streets within SID 237 that are used for the construction of Phase III of the Cimarron Terrace Apartments.

The pre-construction conditions shall be documented prior to the issuance of building permit for Phase III, and the post-construction conditions shall be documented at the time the Pedcor's Engineer/Architect certifies the construction to be completed on Phase III, prior to the issuance of Certificate of Occupancy for the last building of Phase III. The SID shall use a means of documentation acceptable to the City, such as photographic, video, aerial, and/or field notes and sketches to determine the pre-construction and post-construction documentation for submittal to myself, the City Engineer, and Jeff Sinnett, Chief Building Official. Once reviewed, the City will notify Pedcor and the SID of any damaged infrastructure that will need to be corrected, and to which construction standards said corrections will need to made, likely the current edition of the City of Omaha Standard Specifications for Public Works Construction, and the applicable current edition of the City of Omaha Standard Plates.

Thank you for your attention to this matter. Please contact me should you have any questions.

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

Community Development
8116 Park View Blvd.
402.593.6400
402.593.6445

Library
9110 Giles Rd.
402.537.3900
402.537.3902

Police
7701 S. 96th St.
402.331.1582
402.331.7210

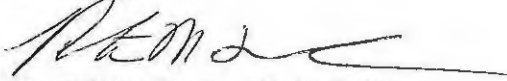
Public Works
9900 Portal Rd.
402.331.8927
402.331.1051

Recreation
8116 Park View Blvd.
402.331.3455
402.331.0299

CityofLaVista.org



Sincerely,


Patrick M. Dowse, City Engineer

Cc:

Ms. Pam Buethe, City Clerk

Ms. Brenda Gunn, City Administrator

Mr. Joe Soucie, Public Works Director

Mr. Jeff Sinnett, Chief Building Official

Mr. Bruce Fountain, Community Development Director

Mr. Chris Solberg, Deputy Community Development Director

Mr. Larry Jobeun, Counsel, FJJB Law

Mr. Turner Lesnick, Pedcor Investments LLC

Mr. Bob Czerwinski, SID Manager, E&A Consulting Group

Mr. Brett Conyers, Project Engineer, E&A Consulting Group

File

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CityofLaVista.org



October 25th, 2024

La Vista Planning Commission
8116 Park View Boulevard,
La Vista, NE 68128

Commissioners,

We are reaching out to you to provide additional information as a follow-up to the events that took place during the October 17th Planning Commission meeting relating to the conditional use permit application that we (Pedcor) have made for the construction of Cimarron Terrace Apartment Homes – Phase 3.

First, we would like to note that no part of the development plan for Cimarron Terrace III is in violation of any underlying zoning ordinances, PUD documents, or overlay district regulations. In fact, in an effort to partner with the neighborhood beyond what is required of us, we have made several adaptations to the development plan that directly addresses the concerns of neighbors. These adaptations have included:

1. a reduction in overall units from 144 (which is what had historically been approved in the original PUD approved by City Council) to 138 units,
2. an increase in landscaping along the western property line which is above and beyond what is required under city code,
3. the incorporation of a barrier curb along the drive isle closest to the walking trail to minimize the risk of accidents, and
4. the redesign of our photometric lighting plan to eliminate light spillover onto any neighboring lots.

As you recall, there were individuals who had dissenting opinion on the development of Cimarron Terrace – Phase 3. It is these concerns that we are hoping to address in this letter. These concerns focused on the historical operations of the existing apartment complex and not the legality or suitability of the apartment use itself. Although some neighbors may have a preference towards Pedcor not developing Phase 3, each of those homeowners purchased their home or lot after Pedcor's overall site plan for the community was approved via conditional use permit and made available to the public in 2010. Although the conditional use permit approved in 2022 has expired, the underlying zoning of "R-3 High Density Residential" remains.

In order to address the concerns voiced relating to management/maintenance issues, we conducted a thorough internal investigation to determine (1) if these issues occurred, (2) if they did occur, what was the reason for the occurrence, and (3) how to prevent similar occurrences from occurring in the future.

Concern #1: Tarps on Roofs

On July 12, 2023, a large portion of eastern Nebraska, including the Omaha Metropolitan area was struck by a large storm that caused significant damage and resulted in approximately 33,000 people losing power. See the excerpt from an article posted by the National Weather Service detailing notable weather events of 2023:

"A significant damaging wind storm tracked across nearly all of eastern Nebraska and western Iowa on the morning of July 12. These storms produced widespread winds of 60 to 80 mph, with embedded stronger downbursts with wind speeds up to 100 mph. The strongest measured wind gust was 82 mph near Uehling in Dodge County, but some of the high-end straight-line wind damage supported embedded wind speeds up to 100 mph.

This system also produced a few embedded tornadoes. The strongest tornado was rated an EF-2 and occurred in Harrison County. It started south of Logan and traveled for 9.4 miles to the southeast before it terminated near Persia. The tornado damaged a home, some outbuildings, and caused substantial tree damage. The peak winds were estimated at 120 mph. In addition to the EF-2 tornado, four were rated EF-1, and 2 others were rated EF-0. Some of the tornado tracks were only identified by narrow swaths of damage through mature cornfields, with minimal damage otherwise and peak wind speeds similar to the nearby downburst winds. All but one of the tornadoes was preceded by a Wireless Emergency Alert. There were 0 reported injuries or fatalities. Additionally, approximately 33,000 customers lost power as the strong winds downed power poles and lines across the Omaha metro area."

<https://www.weather.gov/oax/2023TopEvents#:~:text=A%20powerful%20winter%20storm%20impacted,a%20COOP%20observer%20near%20Orchard>.

This storm inflicted roof damage to three of our existing buildings caused by high winds and hail. Based on storm reports, maintenance records, and aerial imagery, we have concluded that there were tarps parts of the roofs of three buildings in late July of 2023. Two of these buildings had damage that resulted in a roof replacements completed in August of 2023. The third building (which had more major damage) was also in need of a roof replacement. This process did take longer than expected but resulted in the completion of the work in July of 2024 due to budgetary constraints. The major implication that this had on the surrounding residents was purely aesthetic due to the bright blue color of the tarps that were used. Looking forward, Pedcor will request that any roofing contractors utilize a less visually impactful color of tarp such as black, brown, gray, etc.

Concern #2: Pool Operations

Pedcor has consistently provided an operational community pool to tenants of the Cimarron Terrace Apartment Community since its construction in 2010 with very few exceptions. The pool has been opened each year with the exception of COVID years in 2020 and 2021 due to the global pandemic where all public spaces like this were closed due to health concerns. Outside of 2020 and 2021, the policy of the community is to have the pool open from Memorial Day until Labor day which is in line with other public and semi-public pools in Omaha. This can be independently verified by inspecting Google Earth historical aerial imagery where an opened pool is apparent during all images taken during normal pool operating months.

From time to time, there are reasons why the pool must be temporarily closed due to maintenance or other concerns. For example, in 2023, the pool was opened on Memorial Day but was later closed due to debris in the pool caused by the July 12th storm described above. This debris led to issues with the chlorination system and with the pool pump. Until these items were resolved, we could not operate the pool. Fortunately, these issues were resolved quickly, and the pool was reopened before Labor day.

Pedcor currently employs a maintenance team on site that is capable of normal ongoing maintenance for the pool and does not expect any issues with the operations of the pool going forward.

Concern #3: Ongoing Maintenance Issues

It is a priority that all of Pedcor's properties, including Cimarron Terrace, are managed and maintained to the highest standard possible. With over three decades of property management experience, Pedcor has a very experienced team to ensure that our properties properly reflect the company by being a safe, high quality, and affordable place for people to call home.

When the concerns over long-standing and ongoing maintenance issues were brought to our attention, we conducted an internal review of all available data that we had on file. For context, because Cimarron Terrace is a Low-Income Housing Tax Credit (LIHTC) community, it is subject to the highest degree of scrutiny by multiple agencies and entities to ensure that the tenants are protected, and the investment is maintained. These entities include Pedcor, the Nebraska Investment Finance Authority, the Sarpy County Housing Authority, the City of La Vista building inspection department, and Wells Fargo Bank. Each of these entities has their own protocol for conducting onsite visits to ensure that the property does not show any evidence of deferred maintenance and remains in compliance with all applicable local, state, and federal rules and regulations surrounding housing. This reality of immense oversight results in Cimarron Terrace being one of the most regulated developments in the state, even more than a single-family community with an HOA, or a market rate apartment development.

Evaluation of the last decade of inspection reports indicates that Cimarron Terrace is a well-maintained community. The only major site maintenance issue identified across these reports was the need for concrete patching/replacement in some areas of the community. This was identified by NIFA and was remedied in a timely manner. Allegations or insinuations that Pedcor does not manage its properties to a reasonable standard are baseless and untrue. For example, another property that was developed by Pedcor and is managed by Pedcor Management is Irvington Heights in Omaha. This property was inspected by the city of Omaha in 2024 under the city's Rental Registration and Inspection program and was found to have ZERO deficiencies. As with any structure that is approaching 15 years old, there will be ongoing maintenance, but Pedcor remains responsible to the previously mentioned entities to ensure that any maintenance issues need to be addressed. With no record of persistent ongoing maintenance issues with Cimarron Terrace over the last 14 years, or other properties owned by Pedcor in the Omaha area, we stand confident that we will be able to manage and maintain all three phases of Cimarron Terrace to the appropriate standard.

Concern #4: Traffic

In 2004, the Cimarron Woods PUD was proposed to the City of La Vista by Torco Development (not related to, or affiliated with, Pedcor in any way) to include the development of roughly 225 acres of property into a community comprised of 379 single family lots and 1 multifamily lot. The developer (Torco) performed a traffic study which was provided to the city. The city's determination (which is reflected in the PUD document) was that the City shall determine when traffic control and/or signalization at the intersection of 99th Street and Harrison Street is appropriate.

In 2008, Pedcor engaged with Torco to purchase the tract previously dedicated as multifamily in the 2004 PUD. At this time, Pedcor hired a third party consultant to produce a traffic study which also did not indicate the need for a traffic study at that time. Additionally, Pat Dowse at the City of La Vista has informed us that there was a traffic study done in 2022 which indicated that a traffic signal may be warranted after phase 3 of Cimarron Terrace is completed. Years ago, there was an agreement made between Pedcor, the City of La Vista, and the City of Omaha for the signalization of 99th & Harrison. As part of this agreement, Pedcor fulfilled its obligations by paying a fee for its share of the traffic light. These funds went to pay for the installation of the underground infrastructure for this traffic signal in the future. Upon completion of Cimarron Terrace, it is my understanding that the city of Omaha will be on the hook for the installation of the light. Pedcor agrees that once Cimarron Terrace III is completed, this intersection needs a traffic light, but it maintains the position that it is the obligation of the city, not Pedcor.

It is also important to note that the Cimarron Woods PUD was originally approved for a total of 276 apartment units. Pedcor has REDUCED this number to 270.

Pedcor has consistently upheld its obligations as a developer and property manager for both Cimarron Terrace I & II while also proposing the development of phase 3 entirely within the constraints of the existing underlying zoning. Additionally, Pedcor has made every possible effort to go above and beyond by working with the neighbors to come up with viable compromises.

Pedcor has also reached out to all of the dissenting voices that were in attendance during the previous planning commission hearing to further hear/understand their concerns. As always, we are more than willing to have conversations with any Commissioners that would like more information that is not provided above. There will also be a representative from Pedcor Management in attendance that is knowledgeable about the property to answer any other questions.

Thank you,



Turner Lesnick
AVP, Development
Pedcor Investments, A Limited Liability Company
770 3rd Ave SW, Carmel, IN 46032
tulesnick@pedcor.net
(317) 705-7971

CITY OF LAVISTA
CONDITIONAL USE PERMIT

**Conditional Use Permit for Multiple Family Dwellings
(Cimarron Terrace Apartments – Phase 3)
Lot 2 Cimarron Terrace Replat Three**

This Conditional Use Permit is issued this 5th day of November 2024 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Pedcor Investments, A Limited Liability Company, a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner was granted a Conditional Use Permits by the City Council of the City of La Vista on October 19, 2010 and August 16, 2011 to construct and operate the first two phases a multiple family dwelling complex to be known as the Cimarron Terrace Apartments upon Lot 1 Cimarron Woods Replat Two and Lot 1 Cimarron Woods Replat Three, subdivisions in Sarpy County, Nebraska; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating additional multiple family dwellings (Phase 3) as part of the Cimarron Terrace Apartment Complex on Lot 2 Cimarron Terrace Replat Three, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat'; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the Owner for such purposes, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

Conditions of the Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
 - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit " B ".
 - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
 - c. Architectural review of the building design, landscaping, and lighting must be completed prior to issuance of building permits, and the foregoing plans are approved as shown in Exhibits " D " through " F ".
 - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lots 1-2 Cimarron Woods Replat Three ("Final Plat"),

Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.
 - f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
 - g. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit "B ". The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.
 - h. Owner shall obtain all required permits for the Uses from the City of La Vista.
 - i. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
 - j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
 - m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
 - n. If at any time any part of Lot 2 Cimarron Terrace Replat Three is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.
 - o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
 - p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "E") and the requirements of the Gateway Corridor District.
3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
 - b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.

- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
 - a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
 - c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
 - d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.
7. If any provision, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.
9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written

notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner: Pedcor Investments, A Limited Liability Company
770 3rd Avenue, SW
Carmel, IN 46032

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.
14. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Plat
Exhibit "B":	Site Plan
Exhibit "C":	Operating Statement
Exhibit "D":	Building Elevation Renderings
Exhibit "E":	Landscaping Plan
Exhibit "F":	Lighting Plan

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pamela A Buethe, CMC
City Clerk

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by Owner to be performed or discharged.

Owner:

Pedcor Investments, A Limited Liability Company

By: _____, it's owner

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____)

On this _____ day of _____, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be an owner of Pedcor Investments, A Limited Liability Company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

2011-22565

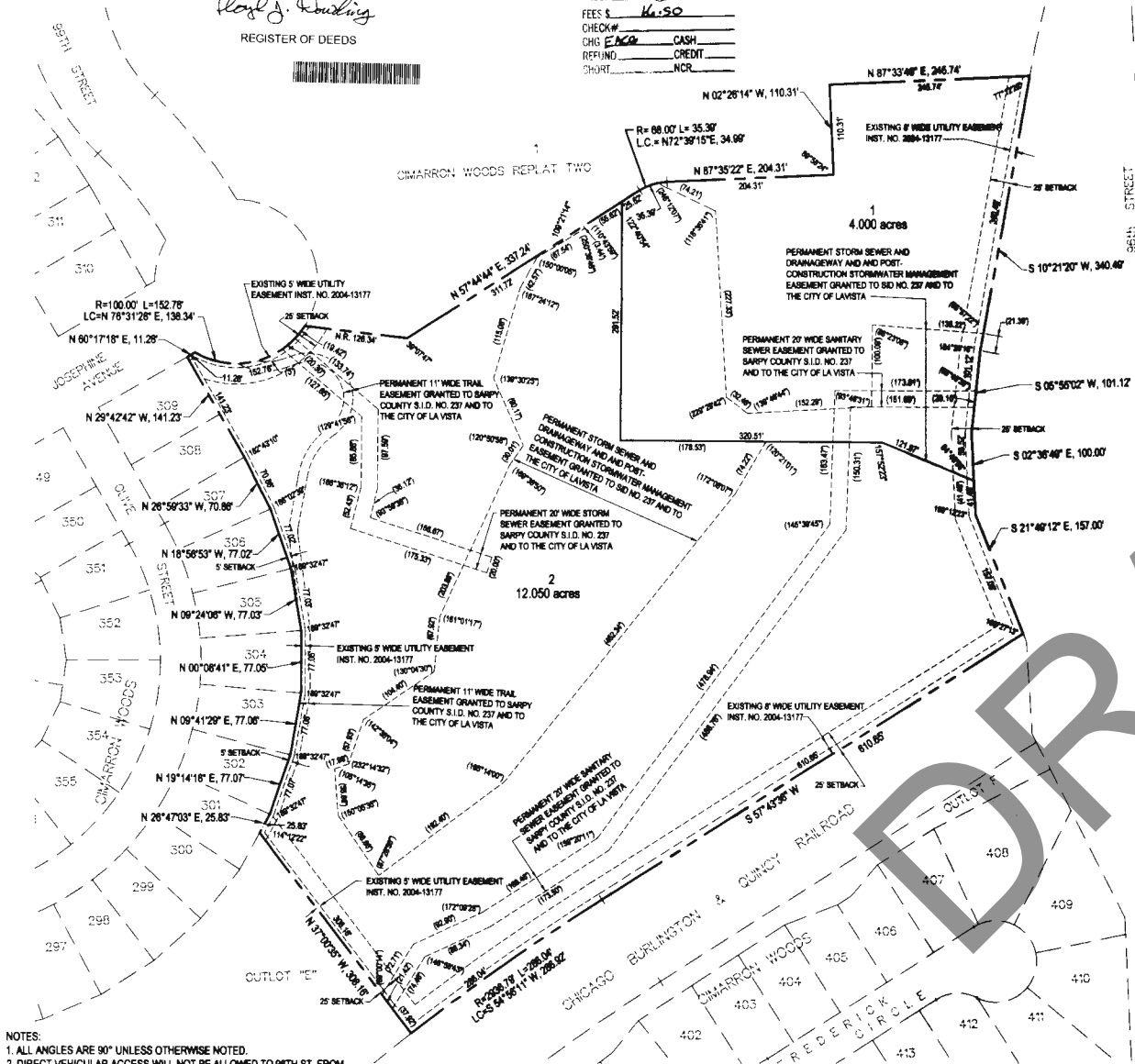
09/15/2011 8:49:19 AM

Ray J. Douling

REGISTER OF DEEDS



OWNER: *LM CE*
VENUE: *Med DE*
PROOF: *16:50*
FEES: *16:50*
CHECK: *16:50*
CASH: *16:50*
CREDIT: *16:50*
REFUND: *16:50*
SHORT: *16:50*

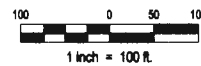


- NOTES:
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
 2. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 98TH ST. FROM ANY LOTS ABUTTING SAID STREET, EXCEPT AS NOTED ON PLAT.
 3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
 4. A PERMANENT RECIPROCAL INGRESS AND EGRESS, SIDEWALK, PARKING AND PEDESTRIAN EASEMENT, IS GRANTED TO THE OWNERS OF LOTS 1 AND 2, THEIR GUESTS AND INVITEES OVER ALL OF THOSE PRIVATE DRIVES AND PARKING AREAS AS CONSTRUCTED IN SAID LOTS 1 AND 2.

ADMINISTRATIVE PLAT - LOT SPLIT CITY OF LA VISTA, NEBRASKA

CIMARRON WOODS REPLAT THREE

BEING A REPLAT OF ALL OF LOT 2, CIMARRON WOODS REPLAT TWO, A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA.



LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENTS
- EXIST. SECTION LINES
- EXIST. PROPERTY LINES
- EXIST. EASEMENTS

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

9/15/11
DATE
Ray J. Douling
COUNTY TREASURER

TAXES ASSESSED AND LEVIED FOR THE CURRENT YEAR ARE NEITHER DUE NOR PAID. TREASURER'S CERTIFICATION IS ONLY VALID UNTIL DECEMBER 31st OF THIS YEAR.

APPROVAL OF SAPPY COUNTY REGISTER OF DEEDS

RECORDED ON THIS *15th* DAY OF *September* 2011

Ray J. Douling
SAPPY COUNTY REGISTER OF DEEDS
09-15-2011
DATE

REVIEW OF SAPPY COUNTY PUBLIC WORKS

THIS PLAT OF CIMARRON WOODS REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THIS OFFICE OF THE SAPPY COUNTY SURVEYOR.

Ray J. Douling
SAPPY COUNTY ENGINEER/SURVEYOR
Sept 14, 2011
DATE

2011-22565

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT PERMANENT MONUMENTS HAVE BEEN FOUND OR SET AT ALL CORNERS OF THE LOT BEING PLATED.



Aug-31-2011
DATE

OWNER'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE COMBINED INTO ONE LOT TO BE NUMBERED AND NAMED AS SHOWN.

Thomas G. Crowe
BY: THOMAS G. CROWE, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT OF NOTARY

STATE OF *Nebraska*
COUNTY OF *Franklin*
ON THIS *24th* DAY OF *August*, 2011, BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED THOMAS G. CROWE, EXECUTIVE VICE PRESIDENT OF PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED, AS SAID OFFICER OF SAID COMPANY.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

Karen Dillon Roth
NOTARY PUBLIC



APPROVAL OF CITY OF LA VISTA

THIS ADMINISTRATIVE PLAT - LOT SPLIT WAS APPROVED BY THE CITY OF LA VISTA THIS *15th* DAY OF *AUGUST*, 2011.

ATTEST *Ray J. Douling*
CITY CLERK
Ray J. Douling
MAYOR
Ray J. Douling
CHIEF BUILDING OFFICIAL



ADMINISTRATIVE PLAT

CIMARRON WOODS REPLAT THREE

LOTS 1 AND 2

LA VISTA, NEBRASKA

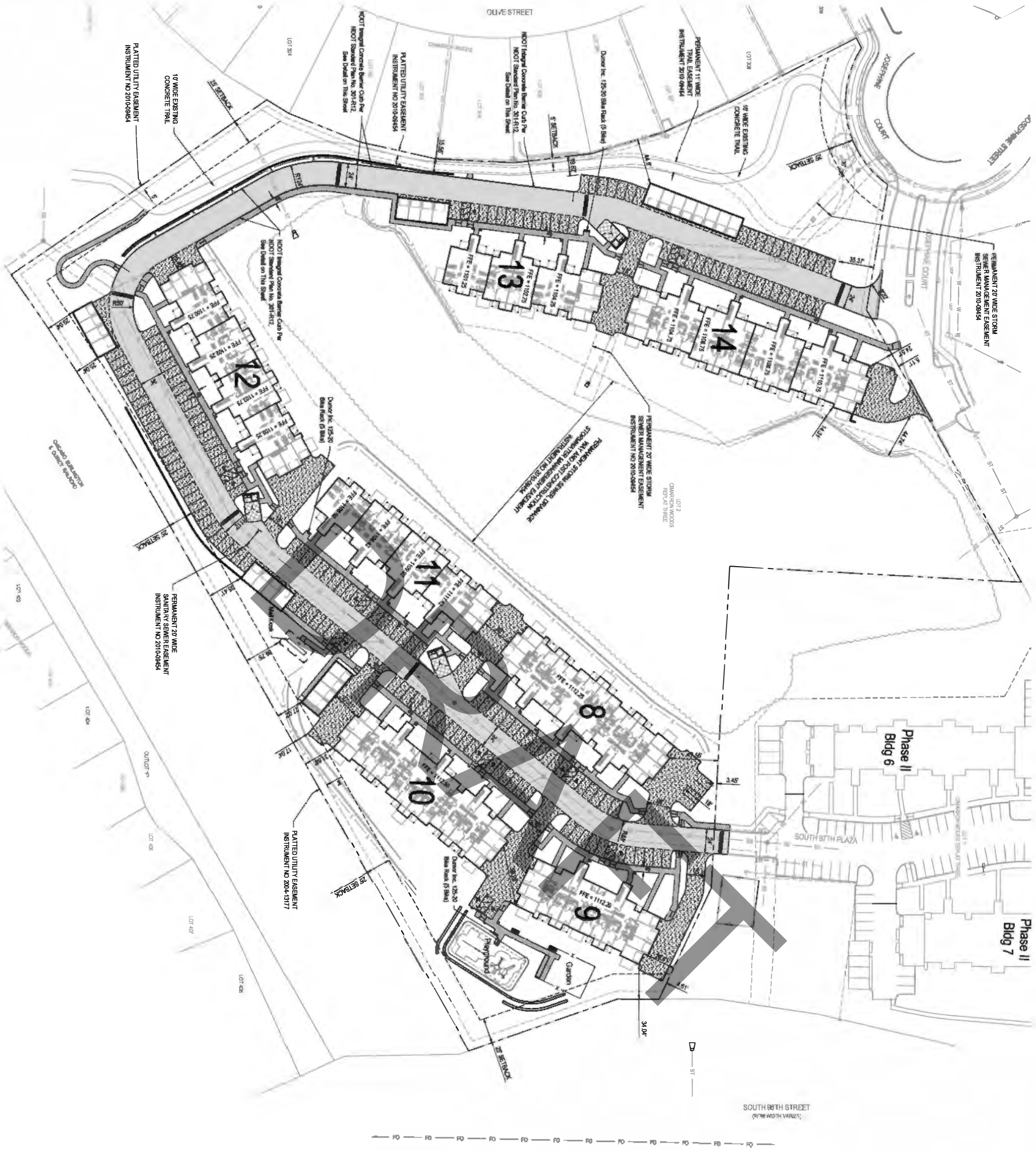
E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 17TH STREET, OMAHA, NE 68104
PHONE: (402) 884-4700 FAX: (402) 885-5388
www.eagroup.com

Exhibit A

2011-22565

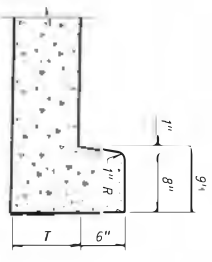
Proj No:	P2002.153.013
Date:	6-1-11
Designed By:	MAW
Drawn By:	TRH
Scale:	1" = 100'
Sheet	1 of 1



LEGEND

- 7' P.C.C. Pavement with Integral Curb
- 8' P.C.C. Pavement with Integral Curb
- 9' P.C.C. Pavement with Integral Curb
- 4' P.C.C. Sidewalk

SITE ANALYSIS TABLE	
SITE SIZE	12,629 A.C.
BUILDING COVERAGE	74,883 S.F. 14 %
TOTAL PAVED AREA	74,883 S.F. 14 %
TOTAL IMPERVIOUS COVERAGE	148,078 S.F. 28 %
PROVIDED PARKING	220 SPACES



NOTE: MAY BE USED WHEN T IS LESS THAN 1 FOOT.
INTEGRAL CONCRETE BARRIER CURB

Exhibit B

Cimarron Terrace Apartment Homes – Phase 3

Operational Statement

Cimarron Terrace Apartment Homes – Phase 3 will consist of seven residential buildings, providing a total of 138 units (1BR x 36, 2BR x 78, 3BR x 24). This development will also provide a community garden, playground, and seventy-two attached or detached garages.

	1 Bedrooms	2 Bedrooms	3 Bedrooms
Building 8	0	12	6
Building 9	0	12	0
Building 10	0	12	6
Building 11	12	12	0
Building 12	12	12	0
Building 13	12	6	0
Building 14	0	12	12
TOTAL	36	78	24

Surface Parking Stalls:	176
Attached Garages:	48
Detached Garages:	24
Total Parking Spaces:	72



4 BLDG 8 & 10 - TYPE I - SIDE ELEVATION 1
1/8" = 1'-0"



3 BLDG 8 & 10 - TYPE I - SIDE ELEVATION 2
1/8" = 1'-0"

REFERENCE G-003 FOR GENERAL NOTES
REFERENCE A-101 FOR PLAN LEGEND

MATERIAL LEGEND

- S-1 PREFINISHED FIBER LAP SIDING
JAMES HARDIE WOODSTOCK BROWN
- B-1 FACE BRICK
BRICKCRAFT OLD INDIANA
- B-2 FACE BRICK - WAINSCOT
BRICKCRAFT CRAFT COUNTRYROAD
- SN-1 LIMESTONE ACCENT
BIG CREEK LIMESTONE BUFF
- SH-1 ARCHITECTURAL SHINGLES
GAF TIMBERLINE WEATHERWOOD
- T-1 PREFINISHED FIBER TRIM
JAMES HARDIE WHITE
- SHUTTERS
MID-AMERICA STANDARD RAISED PANEL
#167 BORDEAUX
- KEYSTONE
LIMESTONE ACCENT COLOR



2 BLDG 8 & 10 - TYPE I - REAR ELEVATION
1/8" = 1'-0"



1 BLDG 8 & 10 - TYPE I - FRONT ELEVATION
1/8" = 1'-0"

PRINTS ISSUED
06/24/22 PROGRESS SET CD#

REVISIONS:

Exhibit D

rosemann & associates pc
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING

1526 Grand Boulevard
Suite 100-1404
P: 816.472.1448
W: www.rosemann.com
© 2022 Rosemann & Associates, P.C.

DENVER • KANSAS CITY • ST. LOUIS • ATLANTA

CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDINGS 8 & 10 - TYPE I - 12B6C
PROJECT NUMBER: 22034
SHEET NUMBER:

A201



rosemann
& associates pc

ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING

1526 Grand Boulevard
Suite 100
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CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDING 9 - TYPE II - 12B
PROJECT NUMBER: 22034
SHEET NUMBER:

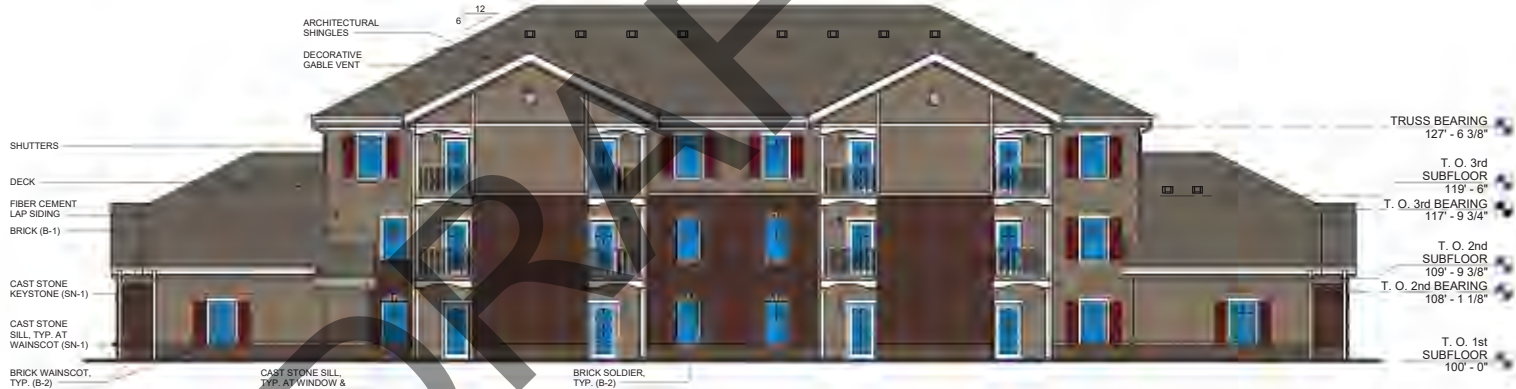
A202



4 BLDG 9 - TYPE II - SIDE
ELEVATION 1
1/8" = 1'-0"



3 BLDG 9 - TYPE II - SIDE
ELEVATION 2
1/8" = 1'-0"



2 BLDG 9 - TYPE II - REAR
ELEVATION
1/8" = 1'-0"



1 BLDG 9 - TYPE II - FRONT
ELEVATION
1/8" = 1'-0"



4 BLDG 11 - TYPE III - SIDE
ELEVATION 1
1/8\" = 1'-0\"



3 BLDG 11 - TYPE III - SIDE
ELEVATION 2
1/8\" = 1'-0\"



2 BLDG 11 - TYPE III - REAR
ELEVATION
1/8\" = 1'-0\"



1 BLDG 11 - TYPE III - FRONT
ELEVATION
1/8\" = 1'-0\"

rosemann & associates pc
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Rock Hill, SC 29730-1404
P: 816.472.1448
W: www.rosemann.com
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CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDING 11 - TYPE III - 12A12B
PROJECT NUMBER: 22034
SHEET NUMBER:

A203



4 BLDG 12 - TYPE III - SIDE
ELEVATION 1
1/8" = 1'-0"



3 BLDG 12 - TYPE III - SIDE
ELEVATION 2
1/8" = 1'-0"



2 BLDG 12 - TYPE III - REAR
ELEVATION
1/8" = 1'-0"



1 BLDG 12 - TYPE III - FRONT
ELEVATION
1/8" = 1'-0"

CIMARRON TERRACE III

9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDING 12 - TYPE III - 12A12B
PROJECT NUMBER: 22034
SHEET NUMBER:

A204



4 BLDG 13 - TYPE IV - SIDE
ELEVATION 1
1/8" = 1'-0"



3 BLDG 13 - TYPE IV - SIDE
ELEVATION 2
1/8" = 1'-0"



2 BLDG 13 - TYPE IV - REAR
ELEVATION
1/8" = 1'-0"



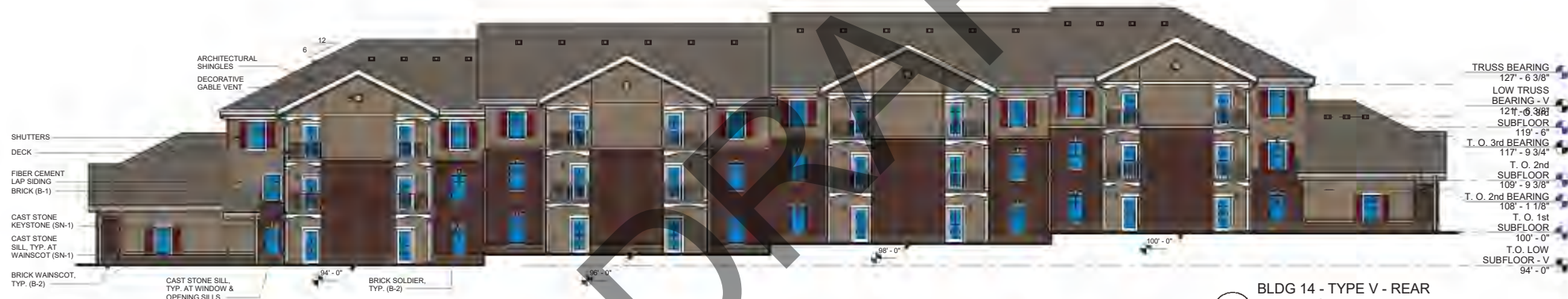
1 BLDG 13 - TYPE IV - FRONT
ELEVATION
1/8" = 1'-0"



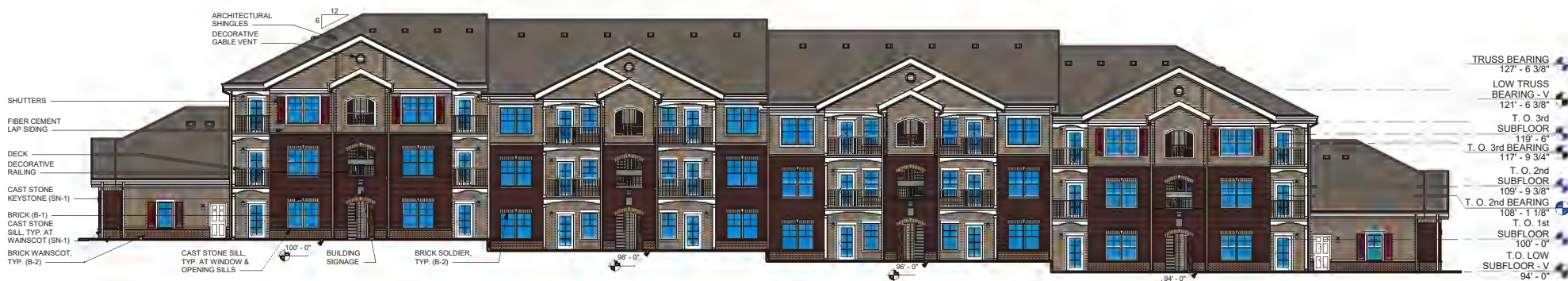
4 BLDG 14 - TYPE V - SIDE
ELEVATION 1
1/8" = 1'-0"



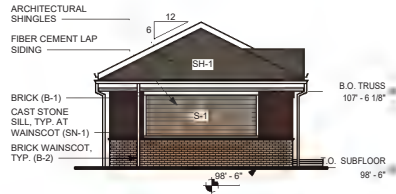
3 BLDG 14 - TYPE V - SIDE
ELEVATION 2
1/8" = 1'-0"



2 BLDG 14 - TYPE V - REAR
ELEVATION
1" = 10'-0"



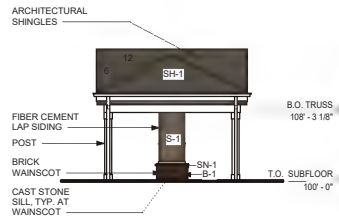
1 BLDG 14 - TYPE V - FRONT
ELEVATION
1" = 10'-0"



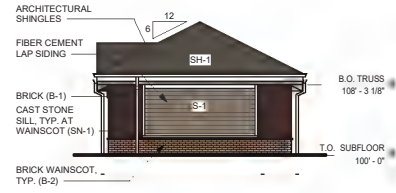
16 GARAGE 8-BAY - TYPE III
- LEFT ELEVATION
1/8" = 1'-0"



15 GARAGE 8-BAY - TYPE III
- REAR ELEVATION
1/8" = 1'-0"



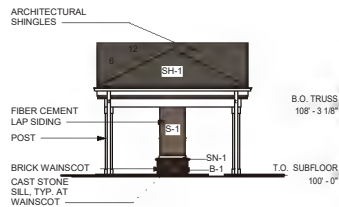
14 MAIL KIOSK ELEVATION
1/8" = 1'-0"



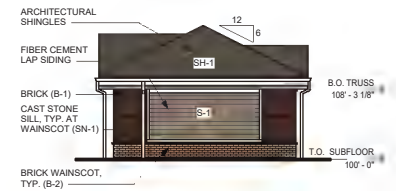
13 GARAGE 8-BAY - TYPE III
- RIGHT ELEVATION
1/8" = 1'-0"



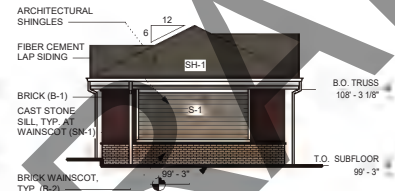
12 GARAGE 8-BAY - TYPE III
- FRONT ELEVATION
1/8" = 1'-0"



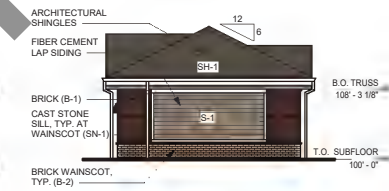
11 MAIL KIOSK ELEVATION
1/8" = 1'-0"



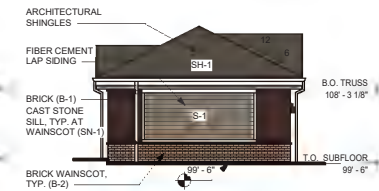
10 GARAGE 4-BAY - TYPE II -
LEFT ELEVATION
1/8" = 1'-0"



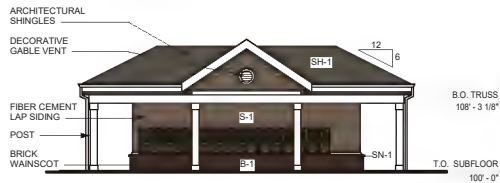
9 GARAGE 4-BAY - TYPE II -
RIGHT ELEVATION
1/8" = 1'-0"



8 GARAGE 4-BAY - TYPE I -
LEFT ELEVATION
1/8" = 1'-0"



7 GARAGE 4-BAY - TYPE I -
RIGHT ELEVATION
1/8" = 1'-0"



6 MAIL KIOSK - REAR ELEVATION
1/8" = 1'-0"



5 GARAGE 4-BAY - TYPE II - REAR ELEVATION
1/8" = 1'-0"



4 GARAGE 4-BAY - TYPE I - REAR ELEVATION
1/8" = 1'-0"



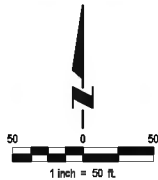
3 MAIL KIOSK - FRONT ELEVATION
1/8" = 1'-0"



2 GARAGE 4-BAY - TYPE II - FRONT ELEVATION
1/8" = 1'-0"



1 GARAGE 4-BAY - TYPE I - FRONT ELEVATION
1/8" = 1'-0"



PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	10	Quercus rubra	Northern Red Oak	2"	B&B
B	9	Quercus bicolor	Swamp White Oak	2 1/2"	B&B
C	6	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
D	7	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"	B&B
E	11	Gleditsia triacanthos 'Christie'	Halka Honeylocust	2 1/2"	B&B
F	26	Acer freemanii 'Armstrong'	Armstrong Maple	2"	B&B
G	25	Tilia x flavenscens 'Glenleven'	Glenleven Littleleaf Linden	2 1/2"	B&B
H	11	Pinus flexilis 'Vanderwolf'	Vanderwolf Pine	6'-7"	B&B
I	21	Picea pungens	Colorado Blue Spruce	6'-7"	B&B
J	21	Picea glauca	Black Hills Spruce	6'-7"	B&B
K	21	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 Gal.	Cont.
L	27	Lilac Palibin (Syringa meyeri)	Palibin Dwarf Lilac	5 Gal.	Cont.
M	154	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Grass	2 Gal.	Cont.
N	35	Juniperus scopulorum 'Skyrocket'	Skyrocket Juniper	6'-7"	B&B

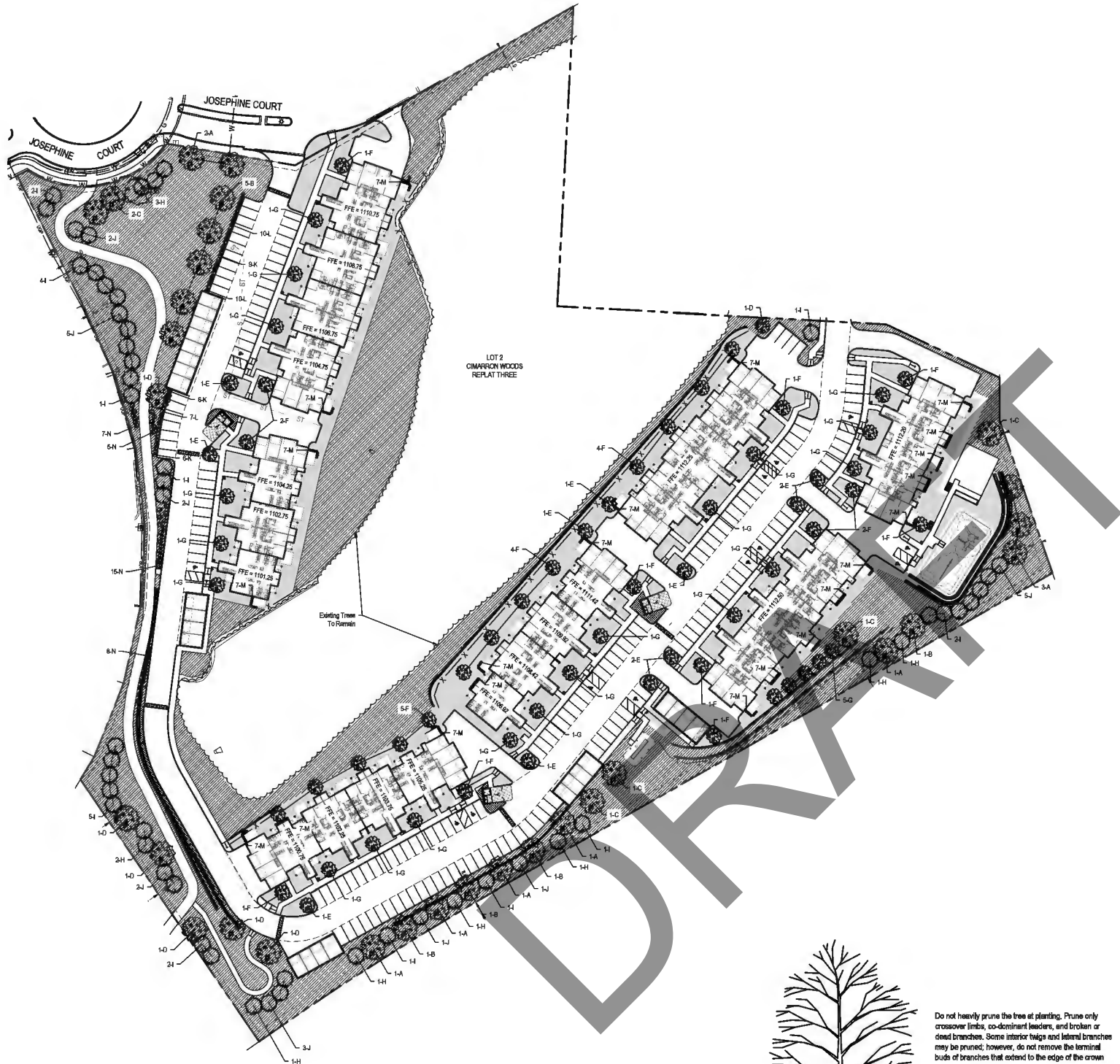
- TREE NOTES:**
- Landscape contractor must coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.
- LEGEND:**
- Areas to be installed with sod & irrigation.
 - Areas to be installed with seed & matting.
 - Areas to be installed with 3" of river rock with weed barrier fabric.

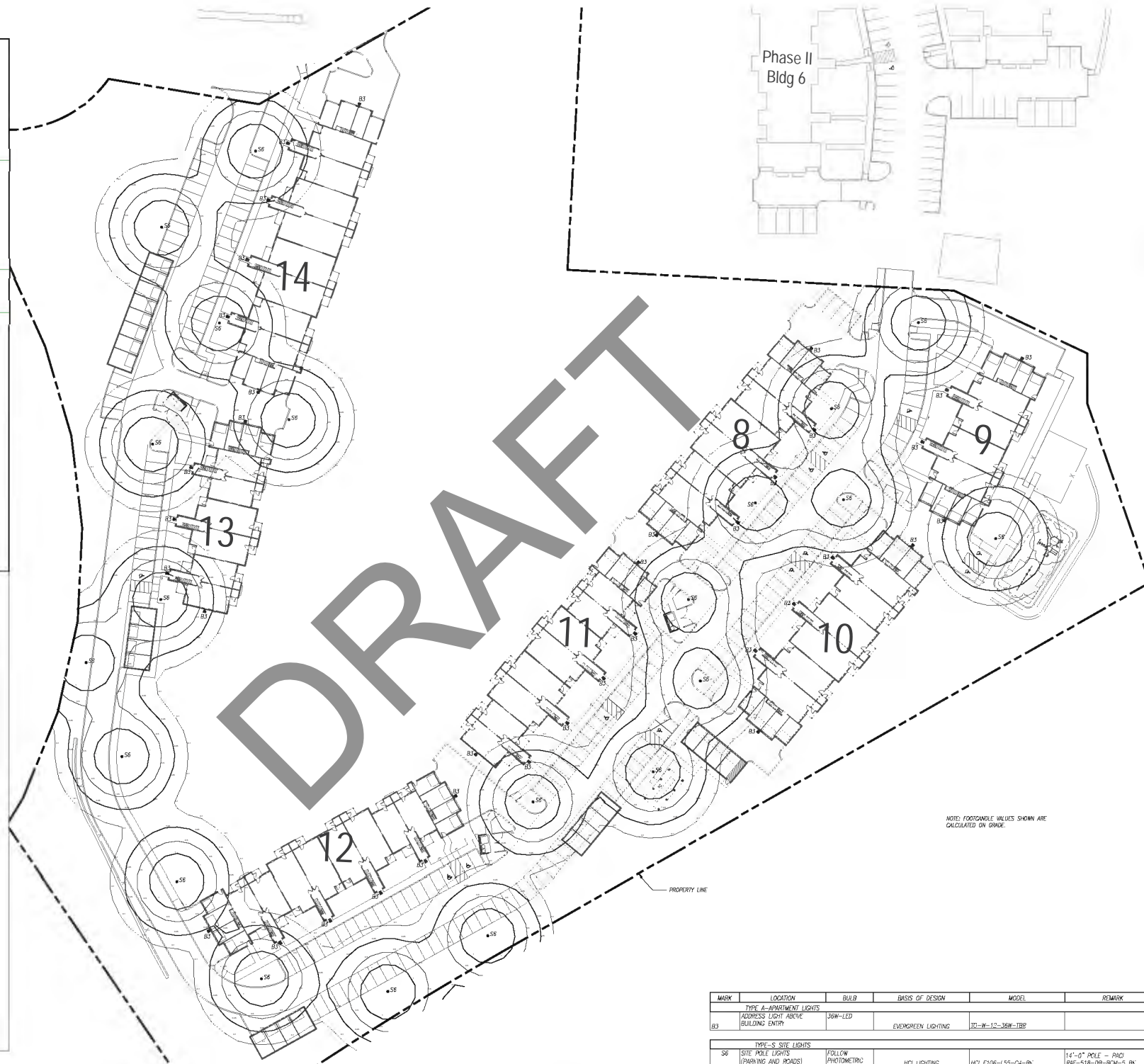
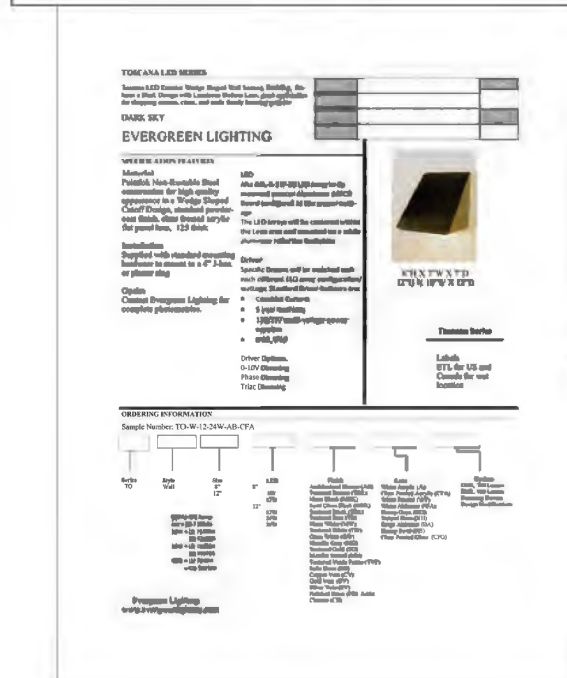
- LANDSCAPE NOTES:**
- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
 - All plant material shall be of good quality and sizes shall meet required size specifications.
 - All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
 - All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
 - Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
 - The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
 - Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
 - All trees are to be staked for a period of not less than one year from time of planting.
 - Contractor to coordinate work with other amenities contractors.

- SODDING NOTES:**
- The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
 - Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
 - There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, drilling, raking or other approved means.
 - The soil on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the soil bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure knitting and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
 - The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
 - Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
 - In drainage-ways or slopes, the sod shall be laid with their largest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
 - Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pugging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pugging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
 - The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
 - All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.

- IRRIGATION NOTES:**
- Irrigation bid to include meter pit and city utility fees.
 - Irrigate all sodded areas.
 - Irrigation controller to be mounted in a steel utility box with keypad for pad lock.
 - Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
 - Irrigation contractor responsible to winterize system one time.
 - Contractor to coordinate work with other amenities contractors.

- SEEDING NOTES:**
- Seeding shall be SuperTurf II no-yeo (seed grower) lateral spread ball fescue/kentucky bluegrass mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
 - Matting shall be installed over all seeding areas (575 - NAG Single Net Straw Matting OR EQUIVALENT).
 - Contractor to coordinate work with other amenities contractors.





 **SITE PLAN - PHOTOMETRIC**
1" = 40'-0"

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2024 AGENDA**

Subject:	Type:	Submitted By:
LA VISTA FACILITIES CORPORATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the dissolution of the City of La Vista Facilities Corporation.

FISCAL IMPACT

This will save the city \$2,500 a year in accounting fees and services for the preparation of tax returns.

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista Facilities Corporation was formed as a Nebraska nonprofit corporation under the Nebraska Nonprofit Corporation Act on April 2, 1991, for the purpose of acquiring buildings, equipment and facilities as specified by and suitable for use by the City of La Vista, Nebraska. State Statue has changed and the City can acquire these items without the use of the Facilities Corporation.

The Corporation's purposes have concluded, all obligations of the Corporation have been satisfied with no bonds or other obligations of the Corporation currently outstanding or unpaid, and it is no longer needed. It is appropriate for the board of directors of the Corporation to dissolve the Corporation's existence in accordance with the Articles of Incorporation and the Act.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
DIRECTING THE DISSOLUTION OF THE CITY OF LA VISTA FACILITIES CORPORATION.

WHEREAS, the City of La Vista Facilities Corporation (the “**Corporation**”) was formed as a Nebraska nonprofit corporation under the Nebraska Nonprofit Corporation Act (the “**Act**”) pursuant to Articles of Incorporation filed with the Nebraska Secretary of State on April 2, 1991, (the “**Articles of Incorporation**”) for the purpose of acquiring buildings, equipment and facilities as specified by and suitable for use by the City of La Vista, Nebraska (the “**City**”); and

WHEREAS, the Corporation’s purposes have concluded, all obligations of the Corporation have been satisfied with no bonds or other obligations of the Corporation currently outstanding or unpaid, and it is therefore necessary and appropriate for the board of directors of the Corporation (the “**Directors**”) to dissolve the Corporation’s existence in accordance with the Articles of Incorporation and the Act; and

WHEREAS, the City has control over the Corporation and the Directors by provisions which authorize the City Council to remove and replace all Directors, and therefore it is appropriate for the Mayor and City Council to direct the dissolution of the Corporation through action by the Mayor and City Council;

NOW, THEREFORE, BE IT RESOLVED, be it resolved by the Mayor and City Council of the City of La Vista as follows:

Section 1. The Directors are hereby authorized and directed to take any and all action necessary or appropriate to dissolve the Corporation in accordance with the Articles of Incorporation and the Act and to satisfy all necessary conditions required for such action, specifically including without limitation distribution of any assets held by the Corporation to the City as required by the Articles of Incorporation.

Section 2. The Mayor, City Clerk, Director of Administrative Services and other officers, agents and employees of the City are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to effect the dissolution of the Corporation and carry out and comply with the intent of this Resolution. All actions heretofore taken officers and employees of the City in connection with the actions contemplated by this Resolution are hereby ratified and confirmed.

Section 3. This Resolution shall be in full force and effect from and after its adoption by the City Council of the City.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2024 AGENDA**

Subject:	Type:	Submitted By:
RENEWAL OF CONTRACT – CONCESSION STAND OPERATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an extension to the contract with A.L. Vending and Concessions, LLC., Monica Larsen, for operation of the concession stands at the Softball Complex, Soccer Complex, City Park, and the La Vista Community Center.

FISCAL IMPACT

The Contractor will pay the City a monthly commission of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center.

RECOMMENDATION

Approval.

BACKGROUND

In April of 2022 bids were solicited for the operation of concession stands at City facilities. Only one bid was received from A.L. Vending and Concessions, LLC.

A.L. Vending & Concessions has performed successfully over the last three years and has expressed a desire to extend the contract for another two-year agreement. A.L. Vending & Concessions, LLC is a family owned and operated business with an extensive background in the food and beverage industry. Monica Larsen, owner of A.L. Vending & Concessions, LLC has owned and operated full food and drink service venues and currently operates food and drink vending services in multiple locations in the Omaha and Lincoln areas.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR CONTRACT WITH A.L. VENDING AND CONCESSIONS, LLC., OMAHA, NEBRASKA FOR THE OPERATION OF CONCESSIONS AT THE SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK, AND LA VISTA COMMUNITY CENTER.

WHEREAS, the City has determined that it is desirable to contract for the operation of concession stands at various recreation sites in the City; and

WHEREAS, A.L. Vending and Concessions, LLC. was awarded a contract in April of 2022 to operate the City's concession stands at various recreation sites in the City; and

WHEREAS A.L. Vending and Concessions, LLC has performed satisfactorily over the last year and is agreeable to extending the current contract for an additional year; and

WHEREAS, the Recreation Youth and Adult Sports Program Manager recommends awarding the contract extension to A.L Vending and Concessions, LLC for two years; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a two-year contract extension with A.L Vending and Concessions, LLC., Omaha, Nebraska for the operation of the concessions at the Softball Complex, Soccer Complex, City Park, and La Vista Community Center.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, MMC

SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER CONCESSION OPERATION AGREEMENT

THIS SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER CONCESSION OPERATION AGREEMENT is made and entered into November 19, 2024 by and between the City of La Vista, a Nebraska municipal corporation (hereinafter referred to as the "City") and A.L. Vending and Concessions, LLC, a Nebraska corporation, (hereinafter collectively referred to as "Contractor"), and Monica Larsen (hereinafter referred to as "Guarantor").

WHEREAS, City has established and caused to be operated on its behalf, a softball complex concession stand, soccer complex concession stand, city park concession stand, and community center concession stand; and

WHEREAS, City has determined that it is necessary and desirable to cause the softball complex concession stand, soccer complex concession stand, city park concession stand, and community center concession stand as defined herein (the "Concession Operations") to be operated by Contractor as an independent contractor of City; and

WHEREAS, Contractor is willing and able to manage and operate such Concession Operations in accordance with terms hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, terms, and covenants contained, the parties hereto agree as follows:

1. **Appointment of Contractor.** The City hereby appoints Contractor, and Contractor hereby accepts such appointment, to operate the Concession Operations on behalf of the City pursuant to the terms contained herein. Such Concession Operations shall include, but not be limited to, staffing and supervision with Contractor's own employees; record keeping and daily accounting of all revenues and expenses related to Softball Complex, Soccer Complex, City Park and Community Center Concessions Operations; preparation and submission of statements of operations; operation of Softball Complex, Soccer Complex, City Park and Community Center collection of revenues and disbursement of all expenses; purchasing and selling food and beverage concessions; purchasing supplies and services; procurement of insurance coverage's; maintenance and cleaning of the Softball Complex, Soccer Complex, City Park and Community Center concession facilities; maintenance of the area immediately surrounding the concession stands to keep the area free of litter during the stands' normal hours of operation; collecting, reporting and paying all payroll taxes in respect to all personnel employed by the Contractor; development and implementation of sales promotion programs; and such other activities as shall be necessary to successful Concession Operations. Contractor shall provide all services hereunder under the direct supervision of Monica Larsen. Contractor shall operate all aspects of the Concession Operations such that concession stands are open for business during such hours as determined by the City and the City's Recreation Director.
2. **Independent Contractor.** In all matters pertaining to Concession Operations, Contractor is and shall be an independent contractor. Nothing contained in the Agreement or in the practice or course of dealing between the parties shall be construed to create a partnership, joint venture, agency, or employment relationship or to create in Contractor any ownership interest in the Concession Buildings Softball Complex, Soccer Complex, City Park and Community Center or the operations thereof, except as otherwise specifically provided herein. No employee of Contractor shall be deemed to be an employee of city. However, the City expressly reserves the right to approve matters pertaining to policy for the concession Operations, including but not limited to, general staffing and qualifications therefore, concession products, and inventory mixture. Contractor acknowledges and agrees that it shall be the obligation of Contractor to report all income, compensation and fees received hereunder and to pay all applicable taxes in respect thereto and Contractor shall indemnify and hold harmless City against any obligation imposed on City to pay withholding, social security, unemployment, or other taxes, including interest and penalties in connection with any payments made to Contractor.

3. **Contractor's Employee's.** Contractor shall be responsible for hiring and staffing of employees at the concession stands and shall be responsible for the withholding and payment of all payroll taxes and the payment of all compensation and fringe benefits of its staff in compliance with all applicable laws.
4. **Term and Termination.** This Agreement shall be and become effective commencing November 19, 2024, and shall be effective for a term of two (2) years ending on November 19, 2026, with the option to renew for four (4) additional twelve (12) month period at the discretion of both the City and the Contractor. Notwithstanding the foregoing, either the City or Contractor may terminate this Agreement for any reason at any time upon written notice given from one party to the other at least thirty (30) days prior to the effective date of termination; provided, however, that if Contractor desires to terminate this Agreement and the date of termination is to occur during the months of April through November, Contractor shall provide at least ninety (90) days notice of termination. Notice of termination of the agreement shall not negate the contractor's obligation to pay rental fees to City and Contractor's obligation to operate Concession Operations as provided herein to the date of termination.
5. **Record Keeping Requirements.** Contractor agrees to maintain or cause to be maintained, on a calendar year basis, complete books, and records of all aspects of the Concession Operations. Contractor shall submit to the City monthly financial reports for said operations no later than ten (10) days following the last day of each month's operations. Such monthly reports shall contain all information related to revenues, expenses, inventories, and cost of goods sold, taxes and fees for the month reported. Contractor shall submit a year end report to City reporting such operations for the previous year on or before January 1st of each year. All records and reports shall be kept by Contractor in the manner and on the forms approved by City. City reserves the right to prescribe cash handling, accounting, and reporting practices and procedures which shall be strictly followed by Contractor and shall at any time have the right without notice to review and examine all books and records of Contractor relating to the concession Operations. In addition, the City reserves the right to conduct, or cause to be conducted, an audit of contractor's books and records pertaining to the concession Operations, annually or more frequently as it shall determine. In such event, the City shall pay for the expense of such audit, provided however, that if such audit discloses shortages or non-compliance on the part of the Contractor, then Contractor shall pay the cost of the audit.
6. **Equipment and Furnishings.** Except for Concession inventory, supplies, and equipment purchased by Contractor in connection with Concession Operations, all machinery, equipment, furnishings, and replacements thereof, whether purchased or leased by City, shall be the property of the City, and, at the termination of this Agreement, possession thereof shall be peaceably given to the city. All machinery, equipment and furnishings owned or leased by the City and used by the Contractor for Concession Operations shall be maintained, cleaned, and repaired in a husband like manner by Contractor and Contractor shall, at all times, keep said machinery, equipment and furnishings in good working condition and repair. All City parts, mechanisms and devices required to keep the City equipment running in good repair shall be provided at the expense of the City. All Contractor parts, mechanisms and devices required to keep the Contractor equipment running in good repair shall be provided at the expense of the Contractor. Contractor shall have no authority to mortgage, encumber or otherwise hypothecate any of such equipment, machinery, and furnishings, or to contract on behalf of the City for any improvements or repairs which would give rise to a mechanic's, artisans, or other lien against any of the same.
7. **Fees.** In consideration of use of the Concession buildings in accordance with the terms of this Agreement, Contractor shall pay operation fees as follows:
 - a. Contractor shall pay to the City a commission in the amount of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center premises. Commissions shall be paid to the City by the contractor on a monthly basis no later than the 10th day of the month and shall accompany the contractor's monthly financial report.

8. **Insurance.** Contractor shall provide and maintain, at its own expense, general liability insurance in the amount of \$1,000,000 combined single limit for products liability insurance, property damage insurance and personal injury insurance. Contractor shall name the City as additional insured as pertains to the performance of this agreement. The insurance policies shall insure the City from any and all demands, claims, and causes of action at law or in equity resulting from the performance of these services. Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action at law or in equity arising out of the performance of these services. Contractor shall provide and at all times maintain, at its own expense, Workers' Compensation coverage on all personnel employed by Contractor in connection with the concession Operations with such endorsements as City shall deem appropriate and with an insurer acceptable to the City. Contractor shall provide City with certification of such insurances, subject to the approval of the City Attorney.
9. **Notices.** Any notices or payments required hereunder shall be made in writing and delivered personally or by the U.S. mail in certified or registered form, with postage fully prepaid, and addressed as follows:

If to the Corporation:

City of La Vista
8116 Park View Boulevard
La Vista, Nebraska 68128

If to the Contractor:

Monica Larsen
1721 So. 165 Circle
Omaha, Nebraska 68130

or such different address as either party may designate in writing to the other. Notice shall be deemed given or made upon request.

10. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
11. **Binding Nature.** This agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, either express or implied, is intended to confer upon any other person or entity any rights or revenues under or by reason of this Agreement.
12. **Waiver.** No waiver by either party to this Agreement at any time of any breach of the other party or compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time.
13. **Counterparts.** This document may be executed in one or more counterparts, each of which shall be deemed to be an original and each of which shall constitute the parties' Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any prior agreement, understanding, arrangement, warranty or representation, oral or written, express or implied, with respect to such subject matter. It may not be amended except by a writing signed by the parties hereto.
15. **Assignment.** This Agreement may not be assigned by Contractor without the prior written consent of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first set forth above.

CITY OF LA VISTA, NEBRASKA,
A municipal corporation

BY: _____
Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

CONTRACTOR: A.L. VENDING and CONCESSIONS, LLC
A Nebraska corporation

BY: _____
Monica Larsen, Managing Member

"Personal Guarantees:

The undersigned hereby guarantees full performance of A.L. Vending and Concessions, LLC under the foregoing Agreement.

Date: _____

Monica Larsen, Guarantor

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – MARKED POLICE VEHICLES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	D.J. BARCAL POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to authorize the purchase of two (2) 2025 Chevrolet Tahoe Police vehicles from Gregg Young Chevrolet Auto Group, Omaha, Nebraska in an amount not to exceed \$108,970.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

This purchase was budgeted as part of the FY25 budget. This purchase is made off the Nebraska State contract.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 2024 CHEVROLET TAHOE POLICE VEHICLES FROM GREGG YOUNG CHEVROLET AUTO GROUP, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$108,970.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) new marked police vehicles are necessary, and

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

WHEREAS, Gregg Young Chevrolet, Omaha, Nebraska was awarded the state bid for Nebraska for the 2024 Chevrolet Tahoe vehicles and will extend that price to the City of La Vista, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two (2) 2024 Chevrolet Tahoe Police vehicles from Gregg Young Chevrolet Auto Group, Omaha, Nebraska in an amount not to exceed \$108,970.00.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



October 24, 2024

Dear City of LaVista,

Thank you for considering Gregg Young for your Chevrolet Tahoe PPV 4WD purchase. I have quoted the pricing below from our award with the State of Nebraska 2025 contract for you to review. Please submit your purchase order for confirmation as soon as you can (I realize there is a process) along with a signature to this proposal and return to confirm your order along with the options required by your specifications.

2025 Chevrolet Tahoe Police 4WD (State of Nebraska Contract) \$51,098.00 Base Price EACH

Package/Price includes:

- Safety Package
- Bucket Seats with Center Console Delete
- Spotlight (left A-pillar installed with Ship Thru)

Additional recommended options:

Wiring Harness (6J3) Grille Lamps & Siren (for upfitters)	\$ 92.00
Tinted Glass/Solar absorbing glass	\$ 295.00
Total With Options	\$51,485.00 EACH

Thank you and please let me know if you have further questions.

Pamela Kulhanek
Commercial and Government Account Manager
Cell: 402-301-7044 Email: Pamela.Kulhanek@gyautogroup.com

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PAYMENT – APWA ACCREDITATION APPLICATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing payment to American Public Works Association (APWA) Accreditation Program in an amount not to exceed \$7,150.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

Approximately 18 months ago, the Public Works Department initiated the process to become an accredited agency through the American Public Works Association Accreditation Program. Accreditation is important because it provides a means of formally verifying and recognizing public works agencies for compliance with the recommended practices set forth in the Public Works Management Practices Manual. The process is quite extensive and will likely take us a couple of years to complete from start to finish. There are 40 areas outlined for which formalized policies and procedures will be developed. Not all the chapters will be applicable to our department, but topics that you would expect such as Engineering, Construction Management, Utility Coordination, Street Maintenance, Parks & Grounds, Fleet Management, Sewer and others will be included.

Accreditation is the mark of professionalism that recognizes agencies for their leadership and dedication to continuous improvement in the delivery of public works operations and services in their respective communities. Accreditation recognizes that an agency's policies, procedures, and practices have been evaluated against nationally recognized, recommended standards.

There is only one agency in the state of Nebraska that has been certified as an APWA accredited agency and it is our goal to make La Vista Public Works the second agency in the state.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING PAYMENT TO AMERICAN PUBLIC WORKS ASSOCIATION ACCREDITATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$7,150.00.

WHEREAS, the City Council of the City of La Vista has determined that payment to American Public Works Association for the accreditation program is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed payment; 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 payment to American Public Works Association Accreditation Program in an amount not to exceed \$7,150.00.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION
APPLICATION
FOR



VOLUNTARY ACCREDITATION
Public Works Management Practices Manual - Tenth Edition

Identify if your agency is applying for Initial Accreditation or Re-Accreditation Initial Accreditation

Parent Organization: City of La Vista

Select option from dropdown feature
before going to page two.

Agency Name(s)*: La Vista Public Works

*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: 9900 Portal Road

City: La Vista

State/Province: Nebraska

☒ Zip: 68128

Mailing Address:

(if different from street address)

City:

State/Province:

Zip:

• Public Works Agency's Chief Executive:

Title: Joe Soucie - Director of Public Works

Phone: (402) 331-8927 Cell: (402) 680-2016 E-Mail: jsoucie@cityoflavista.org

APWA Member? ☒ Yes, I.D. Number 137970 ☐ No

• Public Works Agency's Accreditation Manager:

Title: Jeff Calentine - Deputy Director of Public Works

Phone: (402) 331-8927 Cell: (402) 630-0872 E-Mail: jcalentine@cityoflavista.org

APWA Member? ☒ Yes, I.D. Number 684198 ☐ No

All agencies seeking accreditation are required to have at least two APWA members. If the Chief Executive and Accreditation Manager are not both members, do you have at least two members? ☒ Yes ☐ No

Did you or someone from your office attend a workshop? ☒ Yes ☐ No

The agency must address all recommended practices in the Functional Areas for which they have responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual*.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate eligibility.

In addition, the agency, by execution of this application, agree to follow the processes as defined in the Accreditation Process Guide, including the biennial report.

Executed this 19th ☐ day of November ☐, 2024 ☐.

By: _____, Title: Mayor

Doug Kindig

(typed or printed name)

Email application packet to accreditation@apwa.net or forward **2 copies** of signed accreditation agreement, application, and statement of support from chief administrative officer and payment to: APWA Accreditation Program, P.O. Box 505612, St. Louis, MO 63150-5612

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Fees for accreditation are as follows: A Base Fee and Functional Area fee. The base fee is determined by the population served by the agency. The Functional Area fee is determined by the duties the agency has responsibility for. All applicants are responsible for Functional Areas (i.e. Chapters) 1 through 10 in the *Public Works Management Practices Manual* while the remainder must be indicated using the table below. A Functional Area is applicable if the agency administers, manages, or provides services - either directly or through a contractor or outside vendor. The agency must indicate a chapter as YES (Applicable) if they take the lead responsibility of 50% or more of the practices. If the agency is responsible for fewer than 50% of the practices, the chapter may be marked as NO (Not Applicable) with an explanation why (add additional pages if necessary).

Additional fees may include on-site assessment costs, instructional and reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Base Fee by Agency Population (Utilize Most Recent Census Data)		
Select Appropriate Box	POPULATION	Amount
<input type="checkbox"/>	Under 10,000	\$0
<input checked="" type="checkbox"/>	10,001 to 25,000	\$3,750
<input type="checkbox"/>	25,001 to 50,000	\$0
<input type="checkbox"/>	50,001 to 100,000	\$0
<input type="checkbox"/>	100,001 to 250,000	\$0
<input type="checkbox"/>	250,001 to 500,000	\$0
<input type="checkbox"/>	500,001 to 1,000,000	\$0
<input type="checkbox"/>	More than 1,000,000	\$0

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY OR COMMENTS
Chapter 1-10	X		Required for all agencies
Infrastructure Planning (11)	✓		
Building Code Enforcement (12)		✓	Community Development is responsible for all aspects
Engineering Management (13)	✓		
Bid Process (14)	✓		
Construction Management (15)	✓		
Right-of-Way Management (16)	✓		
Utility Coordination (17)	✓		
Facilities Management (18)	✓		
Equipment and Fleet Management (19)	✓		
Parks, Grounds, and Forestry (20)	✓		
Solid Waste Management (21)		✓	Homeowners responsibility utilizing private contractors
Solid Waste Collection (22)		✓	Homeowners responsibility utilizing private contractors
Solid Waste Recycling and Reuse (23)		✓	Homeowners responsibility utilizing private contractors
Solid Waste Disposal (24)		✓	Homeowners responsibility utilizing private contractors
Street Maintenance (25)	✓		
Street Cleaning (26)	✓		
Snow and Ice Control (27)	✓		
Stormwater and Flood Management (28)	✓		
Vector Control (29)		✓	Handled by Sarpy County Health Department
Potable Water Distribution System (30)		✓	Metropolitan Utilities District handles water service
Water Treatment (31)		✓	Metropolitan Utilities District handles water treatment
Wastewater Collection and Conveyance (32)	✓		
Wastewater Treatment and Disposal (33)		✓	City of Omaha handles wastewater treatment
Traffic Operations (34)	✓		
Parking (35)	✓		
Cemeteries (36)		✓	No public cemeteries in the City of La Vista
Airports (37)		✓	No airports in the City of La Vista
Transit Operations (38)		✓	No public transit in the City of La Vista
Bridges (39)	✓		
Beach Management (40)		✓	No beaches in the City of La Vista
TOTALS (number of YES and NO, Chapters 11-40)	17	13	Add add'l pages if req'd to provide explanation of non-applicability

Functional Area Fee			
17	Functional Areas (chapters 11 through 40) Each	\$ 200	\$ 3,400.00

Total Fee = Base Fee + Functional Area Fee = \$7,150.00

ACCREDITATION AGREEMENT

This Agreement is entered into between City of La Vista (“the Agency”) with principal offices located at 9900 Portal Road La Vista, Nebraska ☒ 68128 and the American Public Works Association (“APWA”), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with principal offices located at 1200 Main Street, Suite 1400, Kansas City, Missouri 64105.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Accreditation Council (“the Council”) to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual* (the “Manual”).

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 17 functional areas, more fully described on the Agency’s Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that APWA assess the Agency’s practices for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES: The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by APWA except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify APWA that such information has been withheld);

1.2 Conduct a self-assessment as to compliance with recommended practices, including, without limitation, the practices set forth in the Manual (“Recommended Practices”), and provide full and accurate results thereof to APWA using software developed and approved by APWA;

1.3 Provide one or more persons to assist APWA’s representatives (“Evaluators”) in making the necessary inquiries and assessments of Agency information relative to compliance with the Recommended Practices; provide access to files and records and necessary facilities requested by the Evaluators during their inquiries; and

1.4 Respond to all communications from APWA promptly, but in no event later than ten (10) business days from the receipt thereof.

2. APWA RESPONSIBILITIES: APWA shall:

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process;

2.2 Provide Evaluators for the purpose of conducting an evaluation of the Agency's responses to the practices contained in the Manual;

2.3 Promptly analyze compliance data and advise the Agency of the results of the evaluation and the need for additional information, if any;

2.4 If the Agency is accredited, (a) provide an award, and (b) make available indicia of accreditation;

2.5 If the Agency is not accredited following an evaluation of its policies and practices, provide the Agency with reasons for the decision; and

2.6 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty (60) days of notice by APWA of the reasons for the decision not to accredit the Agency), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

3.1 This Agreement shall become effective when it has been signed by an authorized representative of each of the parties (the "Effective Date").

3.2 This Agreement shall terminate:

- (a) Upon execution of a Re-Accreditation Agreement between the Agency and APWA; or
- (b) Either (i) thirty-six (36) months following the Effective Date of this Agreement or (ii) the expiration of any extension to the thirty-six (36) month period granted pursuant to Section 5.3 hereof, unless a successful evaluation is completed prior to such date; or
- (c) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (d) Upon termination pursuant to Section 5.2 hereof; or
- (e) Upon expiration or revocation of the Agency's accredited status.

3.3 Any accreditation granted to the Agency shall have a term of four (4) years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the re-accreditation evaluation before the expiration of such four (4) year term, the accreditation shall lapse at the expiration of the four (4) year term and the Agency shall not thereafter hold itself out as being accredited by APWA. The evaluation may occur up to six (6) months prior to or following the accreditation expiration date without penalty upon agreement of both parties. The expiration date of the accreditation shall remain the same regardless of when the evaluation is conducted.

4. MODIFICATION: There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. TIME AND MANNER OF PAYMENTS:

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable. The Agency agrees to one of the following options by completing either subsection (a) or (b) below:

☒ (a) Lump Sum Option

The Agency will remit to APWA a single payment in the lump-sum amount for processing of the accreditation of \$7,150.00 , upon the execution of this Agreement by the Agency.

The total amount of \$7,150.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via Check No. , or Purchase Order No. .

☐ (b) Installment Option

The Agency will remit to APWA a total payment of \$ 7,150.00 for processing of the accreditation. The first installment of \$3,575.00 (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of \$3,575.00 (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self-assessment and request for the evaluation, whichever occurs first.

The first installment of \$3,575.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via check number or Purchase Order No. .

5.2 APWA will invoice the Agency for travel costs for the evaluation, including lodging, meals and transportation in accordance with the Staff Travel Reimbursement Policy and Volunteer Travel Reimbursement Policy. An itemized invoice will be delivered to the Agency within sixty (60) days of completion of the evaluation. APWA reserves the right to terminate this Agreement if such payment is delinquent by more than sixty (60) days, and APWA shall not be obligated to refund any fees previously paid.

5.3 The Agency may request and extension of the evaluation by submitting the applicable form and paying a fee as follows:

- a) For initial applicants, if the Agency requires more than thirty-six (36) months to complete a successful evaluation, the Agency may request a twelve (12) month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. The Agency may continue to request an additional extension every twelve (12) months thereafter, and agrees to pay the additional twenty-five percent (25%) extension fee, until a successful evaluation has been achieved or this Agreement has been terminated in accordance with Section 3.2 hereof. If approved for an extension, the Agency must move to the current or most immediate previous edition of the Manual if such is not already in use. No additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the thirty-six (36) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency).
- b) For currently accredited agencies, if the Agency requires more than six (6) months beyond their accreditation expiration date to complete a successful evaluation the Agency may request a twelve (12) month extension to this agreement. If the extension is granted, the Agency agrees to pay a non-refundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. No such additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the twelve (12) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency). If approved for a twelve (12) month extension the expiration date of the accreditation shall be extended twelve (12) months from original accreditation expiration date. Only one twelve (12) month extension may be requested.

5.4 If the Agency's initial evaluation is not successful (i.e., work after the evaluation is required to achieve minimum compliance for accreditation), and the volume of review necessary for completion would require an additional evaluation(s), the Agency shall reimburse APWA for costs for the subsequent evaluation per the terms of Section 5.2. Additional evaluation(s) must be completed within six (6) months.

6. CONFIDENTIALITY:

6.1 APWA shall receive and hold confidential any and all nonpublic: (i) reports, files, records and other data obtained from the Agency pursuant to this Agreement and (ii) materials developed by APWA in the furtherance of its responsibilities under this Agreement ("Confidential Information"). APWA shall use reasonable commercial efforts substantially similar to the efforts APWA uses to protect its own confidential information to prevent the disclosure, distribution, or release of the Confidential Information to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal. Notwithstanding anything in this Agreement to the contrary including the above, APWA is specifically authorized, but not required, in the exercise of its sole discretion, to conduct a meeting open to the public regarding the Agency's candidacy for accreditation or its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in

which case such meeting shall be closed to the public. Nothing herein shall be construed to require APWA to conduct all or part of its meeting in public, including but not limited to the right of APWA, in the exercise of its sole discretion, to terminate a meeting open to the public at any time and conclude such meeting in a session closed to the public.

6.2 In response to inquiries concerning the accreditation status of the Agency, APWA's reply shall be limited to identifying the Agency's then current status. All other requests for information will be directed to the Agency.

7. NEWS RELEASES: Notwithstanding any provision of this Agreement to the contrary,

7.1 APWA shall have the right to identify the Agency in news releases and its publicity program after the Agency's evaluation has been scheduled, to identify the Agency as seeking accreditation.

8. APWA AS AN INDEPENDENT CONTRACTOR: For all purposes under this Agreement, the parties are independent contractors as to one another and neither shall be deemed to be an employee, agent, franchise, partner, or legal representative of the other. Except as specifically set forth herein, neither party shall have any authority to create or assure any obligation on behalf of the other. Each party shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. INTEGRATION: This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relating to the subject matter hereof.

10. SEVERABILITY: If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. CHOICE OF LAW; JURISDICTION AND VENUE: This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State where the principal office of the Agency is located. Any arbitration or action to interpret or enforce any right or obligation hereunder shall be brought in the state or federal courts sitting in the jurisdiction encompassing Agency's principal office and the parties irrevocably consent hereby to jurisdiction and venue in any such court.

12. WARRANTY NOT INTENDED OR IMPLIED: It is understood that the award of accreditation represents that only that APWA and/or the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing the Recommended Practices, but neither APWA nor the Council is making any representations that such policies or practices are adequate or appropriate for the Agency. The Agency is solely

responsible for determining whether its policies and practices are adequate and appropriate and the award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services. The Agency shall not make any oral or written disclosure, comment or announcement which conflicts with the provisions of this Section 12. Any oral or written statement by Agency regarding its accreditation status shall comply with any requirements made known to Agency from time to time.

13. WAIVER: Any waiver by APWA of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE: Any notice between the parties shall be in writing, postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS: The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

16. ESTABLISHMENT OF RECOMMENDED PRACTICES: The Agency and APWA agree that the Manual shall be the basis for the self-assessment conducted by the Agency and the evaluation conducted by APWA. The Agency's self-assessment, and APWA's subsequent evaluation, shall both be based upon the edition of the Manual selected per the requirements of the Accreditation Process Guide.

17. ASSIGNMENT: The Agency shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of APWA.

18. DISPUTE RESOLUTION: Any dispute or claim arising out of or related to this Agreement, or the interpretation, making, performance, breach, validity, or termination thereof, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of American Arbitration Association ("Rules"), with judgment upon the award rendered by the arbitrator to be entered in any court of competent jurisdiction. The arbitrator shall be selected according to the Rules. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs, expenses and fees, including, without limitation, administrative fees, arbitrator fees, travel expenses, out-of-pocket expenses (including, without limitation, such expenses as copying, telephone, facsimile, postage, and courier fees), witness fees, and reasonable and actual attorneys' fees. The arbitration shall be conducted in the venue identified in Section 11 above.

[Remainder of Page Intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this 19th day of November , 2024

By: _____

Doug Kindig
(Typed name)

Mayor
(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, APWA has caused this Agreement to be executed by the Director of Education and Credentialing for the American Public Works Association, acting on its behalf on this _____ day of _____,

By: _____

Becky Stein, CAE
Chief Learning Officer