

LA VISTA CITY COUNCIL MEETING AGENDA

February 7, 2023

6:00 p.m.

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

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Police Department Life Saving Awards: John Danderand and Nick Jeanette**
- ****Citizen Certificate of Appreciation: Meghan Engberg**
- **Service Award: Ron Keller – 20 Years**

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the January 17, 2023 City Council Meeting
3. Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$5,512.31
4. Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$2,181.23
5. Request for Payment – City Centre Music Venue, LLC & Astro Theater, LLC – Disbursement of EDP Award Funds – \$230,271.49
6. Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$4,864.75
7. Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78th St Pavement Rehabilitation – \$2,706.00
8. Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78th St Pavement Rehabilitation – \$5,580.50
9. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$5,438.60
10. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$22,047.70
11. Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$760,465.00
12. Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$1,956.21
13. Approval of Claims

- Reports from City Administrator and Department Heads

B. Ordinance – Amend Master Fee Ordinance – Restaurants and Drinking Places Occupation Tax Reduction

C. Resolution – Authorize Agreement – ForVis – Audit Preparation Amendment

D. Resolution – Authorize Agreement – Lamp Rynearson – 2023 Pavement Condition Assessment

E. Resolution – Authorize Agreement – MAPA – Active Mobility Plan

F. Resolution – Approve Contract – CALEA Accreditation

G. Resolution – Approve Contract – Daigle Law Group

H. Resolution – Approve Contract – Guardian Tracking Performance Management System

I. Resolution – Authorize Purchase – Training Simulator

J. Resolution – Declare Equipment Surplus

K. Resolution – Authorize Purchase – Utility Vehicle & Topdresser

L. Resolution – Authorize Purchase – Equipment Trailer

- M. Resolution – Authorize Purchase – Computer Equipment**
- N. Resolution – Change Order No. 3 – Sampson Construction – Parking Structure No. 2**
- O. Resolution – Personnel Manual Update**
- P. Resolution – Approve Sarpy County and Cities Wastewater Agency FY2022-2023 Budget First Amendment**

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

****Amended February 6, 2023 11:30 a.m.**

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



CITY OF LA VISTA

A CERTIFICATE OF APPRECIATION PRESENTED TO **RON KELLER OF THE PUBLIC WORKS DEPARTMENT**, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Ron Keller** has served the City of La Vista since January 13, 2003; and

WHEREAS, **Ron Keller'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 **Ron Keller** on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS 7TH DAY OF FEBRUARY 2023.

Douglas Kindig, Mayor

Terrilyn Quick
Councilmember, Ward I

Terrilyn Quick
Councilmember, Ward I

Kim J. Thomas
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward 1

Ronald Sheehan
Councilmember, Ward 1

Deb Hale
Councilmember, Ward III

Deb Hale
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward 1

Kevin Wetuski
Councilmember, Ward IV

Kevin Wetuski
Councilmember, Ward IV

Alan W. Ronan
Councilmember, Ward III

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 January 17, 2023

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on January 17, 2023. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Buethe, Chief of Police Lausten, Director of Administrative Services Pokorny, Community Development Director Fountain, Recreation Director Stopak, Director of Public Works Soucie, Library Director Barcal, City Engineer Dowse and Human Resources Director Lowery.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on January 4, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order, led the audience in the Pledge of Allegiance, and made the announcements.

APPOINTMENTS – BOARD OF ADJUSTMENT – REAPPOINT JASON SOKOLEWICZ – 3 YEAR TERM; LIBRARY BOARD – REAPPOINT HUEN-YEN HOANG, CAROL WESTLUND, CONNIE NOVACEK – 2 YEAR TERM; PARK & RECREATION ADVISORY COMMITTEE – REAPPOINT JASON RYAN – 2 YEAR TERM; PERSONNEL BOARD – REAPPOINT PAT LODES – 6 YEAR TERM; PLANNING COMMISSION – REAPPOINT KATHLEEN ALEXANDER, GAYLE MALMQUIST – 3 YEAR TERM; PLANNING COMMISSION ALTERNATE – REAPPOINT AUSTIN PARTRIDGE – 3 YEAR TERM; CIVIL SERVICE COMMISSION – REAPPOINT STEVEN ROARTY – 5 YEAR TERM.

Mayor Kindig stated, with the approval of the City Council, he would like to re-appoint Jason Sokolewicz to the Board of Adjustment for a 3 year term; Huyen-Yen Hoang, Carol Westlund and Connie Novacek to the Library Board for a 2 year term; Jason Ryan to the Park & Recreation Advisory Committee for a 2 year term; Pat Lodes to the Personnel Board for a 6 year term; Kathleen Alexander and Gayle Malmquist to the Planning Commission for a 3 year term; Austin Partridge to the Planning Commission as an alternate for a 3 year term; Steven Roarty to the Civil Service Commission for a 5 year term. Councilmember Thomas motioned the approval, seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

APPOINTMENT – JOE SOUCIE, JR – CLASS A, LICENSE S-1046, AS AN EMPLOYED STREET SUPERINTENDENT DURING JANUARY 1 THRU DECEMBER 31, 2023, FOR THE PURPOSE OF THE 2023 CALENDAR YEAR HIGHWAY INCENTIVE PAYMENT, TO BE ISSUED TO THE CITY BY THE NEBRASKA DEPARTMENT OF TRANSPORTATION, IN FEBRUARY 2024.

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Joe Soucie, Jr, Class A, License S-1046, as an employed street superintendent during January 1 thru December 31, 2023, for the purpose of the 2023 calendar year Highway Incentive Payment, to be issued to the city by the Nebraska Department of Transportation, in February 2024. Councilmember Sell motioned the approval, seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JANUARY 3, 2023 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – NOVEMBER 2022
4. REQUEST FOR PAYMENT – GROW SARPY – PROFESSIONAL SERVICES –

MINUTE RECORD

2022 ANNUAL INVESTMENT VISIONARY LEVEL – \$8,500

5. **REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS – \$1,114.85**

6. **REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO – CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS – \$1,124,594.00**

7. **REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – 84TH STREET BRIDGE – \$4,058.74**

8. **APPROVAL OF CLAIMS**

ACCESS BANK, services	35.00
ACTION BATTERIES, maint.	299.00
ACTIVE NETWORK LLC, services	12.99
ALFRED BENESCH & CO, services	13,101.50
AMAZON, supplies	946.59
AMERICAN HERITAGE LIFE INS CO, services	1,146.08
AMERICAN LIBRARY ASSOC, services	306.00
ARNOLD MOTOR SUPPLY. maint.	2,795.47
AWE ACQUISITION INC, services	8,655.00
BADGER BODY & TRUCK, maint	76.00
BARCAL, R., travel	224.00
BIBLIOTHECA LLC, books	28.55
BLACK HILLS ENERGY, utilities	13,975.54
BODY BASICS INC, services	414.00
CENTURY LINK/LUMEN, phones	151.77
CINTAS CORP, services	266.02
CITY OF OMAHA, services	232,361.31
CITY OF PAPILLION, services	240,674.00
COMP CHOICE INC, services	604.98
CONVERGINT TECHNOLOGIES, services	855.55
COX COMMUNICATIONS, services	467.15
CULLIGAN OF OMAHA, supplies	25.55
DATASHIELD CORP, services	120.00
DEARBORN NAT'L LIFE INS CO, services	7,726.27
DEMCO INC, supplies	273.17
DESIGN WORKSHOP, services	2,980.00
DLR GROUP, services	15,554.22
DULTMEIER SALES, supplies	311.00
ESSENTIAL SCREENS, services	238.00
FAC PRINT & PROMO CO, supplies	369.82
FERGUSON ENTERPRISES, supplies	15.98
FORVIS, LLP, services	23,239.13
GALE, books	76.47
GRAINGER, bld&grnds	7.31
GREAT PLAINS COMMUNICATION, services	777.60
GREAT PLAINS UNIFORMS, apparel	547.17
HAMPTON INN-KEARNEY, travel	499.80
HANEY SHOE STORE, apparel	150.00
HIGHWAY SIGNING INC, services	14,089.36
HILTI INC, maint.	686.00
HOME DEPOT, supplies	191.39
INGRAM LIBRARY SERVICES, books	1,930.75
J RETZ LANDSCAPE INC, services	125.00
JOHNSTONE SUPPLY CO, bld&grnds	101.17
KANOPIY INC, services	85.00
KIMBALL MIDWEST, supplies	87.00
LARSEN SUPPLY CO, supplies	525.49
LERNER PUBLISHING GROUP, books	1,222.44

MINUTE RECORD

January 17, 2023

No. 729 — REDFIELD DIRECT E2106195KV

LINCOLN NAT'L LIFE INS CO, services	6,465.07
LOWE'S, supplies	588.46
MEDICA INSURANCE CO, services	114,067.80
MENARDS-RALSTON, supplies	718.25
METLIFE, services	1,094.15
METRO AREA TRANSIT, services	847.00
MID-AMERICAN BENEFITS INC, services	7,551.03
MIDWEST TAPE, media	356.90
NE SECRETARY OF STATE, services	60.00
NE TURFGRASS ASSOC, services	90.00
NORM'S DOOR SERVICE, bld&grnds	514.95
OFFICE DEPOT INC, supplies	538.40
OLSSON INC, services	6,367.25
OMAHA TACTICAL LLC, services	400.00
OMAHA WINNELSON SUPPLY, maint.	146.52
OMNI ENGINEERING, services	1,132.25
ONE CALL CONCEPTS INC, services	119.44
O'REILLY AUTO PARTS, maint.	1,984.49
PAPILLION SANITATION, services	2,777.76
PAYROLL MAXX, payroll & taxes	409,800.51
PER MAR SECURITY, services	751.64
RAINBOW GLASS & SUPPLY INC, services	338.50
REVOLUTION WRAPS LLC, services	3,349.20
ROBERT HALF, services	6,050.69
RTG BUILDING SERVICES INC, bld&grnds	6,665.00
SAMPSON CONSTRUCTION CO, services	927,975.00
SARPY ELECTION COMMISSIONER, services	3,279.45
SARPY DOUGLAS LAW ENFORCE, services	259.00
SESAC INC, services	553.00
SHI INTERNATIONAL CORP, services	10,191.28
SIGN IT, services	309.00
SOUTHEAST AREA CLERK'S ASSOC, services	20.00
SOUTHERN UNIFORM, apparel	87.21
SUBURBAN NEWSPAPERS INC, services	1,058.37
SUNSET LAW ENFORCEMENT LLC, supplies	1,864.10
TORNADO WASH LLC, services	224.00
TRANE U.S. INC, services	20.00
TRANS UNION RISK, services	75.00
TRUCK CENTER COMPANIES, maint.	8.00
TURFWERKS, maint.	985.54
UNITE PRIVATE NETWORKS LLC, services	4,400.00
USI EDUCATION & GOVT SALES, services	269.41
VAL VERDE ANIMAL HOSPITAL INC, services	108.60
VERIZON CONNECT NWF, phones	1,037.80
VERIZON WIRELESS, phones	383.65
VOIANCE LANGUAGE, services	25.00
WALMART, supplies	1,229.40
WESTLAKE HARDWARE, supplies	1,986.93
WINTER EQUIPMENT CO, services	1,089.10
WOODHOUSE FORD, mainnt.	484.90
WOODHOUSE SW OMAHA, maint.	109.95

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

MINUTE RECORD

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Chief of Police Lausten reported on the snow emergency and the Hemsley Foundation donation of AED machines to the Police Department.

B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

1. PUBLIC HEARING

At 6:05 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the EDP Report. Citizen Advisory Review Committee Chair Mike Narak presented the report.

At 6:06 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

C. RESOLUTION – AWARD BID – 2023 PAVEMENT REHABILITATION AND RESURFACING

Councilmember Quick introduced and moved for the adoption of Resolution No. 23-004 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SPENCER MANAGEMENT., OMAHA, NEBRASKA FOR THE 2023 PAVEMENT REHABILITATION AND RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$1,287,407.64.

WHEREAS, the City Council of the City of La Vista has determined that the 2023 Pavement Rehabilitation and Resurfacing Project is necessary; and

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

WHEREAS, bids were solicited, and two (2) bids were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to Spencer Management., Omaha, Nebraska for the 2023 Pavement Rehabilitation and Resurfacing Project in an amount not to exceed \$1,287,407.64.

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

D. POSITION DESCRIPTIONS – NEW AND UPDATES

Councilmember Sell made a motion to receive and file the position description updates. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

E. ORDINANCE – AMEND COMPENSATION ORDINANCE

Councilmember Thomas introduced Ordinance No. 1474 entitled: AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITHE; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to

MINUTE RECORD

January 17, 2023

No. 729 — REDFIELD DIRECT E2106195KV

suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1474. Councilmember Frederick seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

F. RESOLUTION – AUTHORIZE REQUEST FOR PROPOSALS – MUNICIPAL CAMPUS PLAN

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-005 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A REQUEST FOR PROPOSALS FOR MASTER PLANNING & CONCEPTUAL DESIGN SERVICES.

WHEREAS, the Mayor and Council have determined that master planning and conceptual design services associated with the City's municipal campus are necessary; and

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

WHEREAS, proposals will be due February 23, 2023 with the approval of a selected firm by the City Council on May 16, 2023, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for master planning and conceptual design services associated with the City's municipal campus.

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

G. RESOLUTION – AUTHORIZE PURCHASE – POLICE K-9

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-006 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF A POLICE K-9 FROM SOUTHERN COAST K9, INC., NEW SMYRNA BEACH, FL IN AN AMOUNT NOT TO EXCEED \$15,500.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a police K-9 is necessary; and

WHEREAS, the K-9 Donation account has funds and forfeiture funds available for the purchase of said K-9; and

WHEREAS, The La Vista Police Department did extensive research and recommends that the K-9 be purchased from said vendor; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a police K-9 from Southern Coast K9, Inc., New Smyrna Beach, FL, in an amount not to exceed \$15,500.

MINUTE RECORD

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

H. RESOLUTION – APPROVE AMENDMENT NO. 1 – ECONOMIC DEVELOPMENT PROGRAM AWARD PROMISSORY NOTE – ASTRO THEATER

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-007 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE ECONOMIC DEVELOPMENT PROGRAM (EDP) AWARD PROMISSORY NOTE FOR THE ASTRO THEATER.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have previously executed a promissory note regarding the EDP award to City Centre Music Venue, LLC and Astro Theater, LLC; and

WHEREAS, Section 2 of the Note provided that the repayable portion of the EDP award would bear interest and outlined how that interest would be calculated; and

WHEREAS, City Centre Music Venue, LLC and Astro Theater, LLC desire to amend the note to change the basis by which the interest is calculated; and

WHEREAS, this change is necessary to maintain consistency between the terms of the developer's construction loan with American National Bank and the EDP loan.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the execution of Amendment No. 1 to the Economic Development Program (EDP) award promissory note for the Astro Theater is hereby authorized.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor or Council.

At 6:27 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309

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

December 31, 2022
 Project No: R3003.066.01
 Invoice No: 52927

Project R3003.066.01 City of La Vista - Placemaking Ph1 SD-CA

Professional Services through December 31, 2022

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee	
Schematic Design	149,000.00	100.00	149,000.00	149,000.00	0.00	
Design Development	180,000.00	100.00	180,000.00	180,000.00	0.00	
Construction Documents	275,330.00	100.00	275,330.00	275,330.00	0.00	
Bidding/Negotiation	44,000.00	100.00	44,000.00	44,000.00	0.00	
Contract Administration	244,000.00	57.25	139,690.00	134,200.00	5,490.00	
Total Fee	892,330.00		788,020.00	782,530.00	5,490.00	
			Total Fee			5,490.00

Reimbursable Expenses

Printing	2.00		
Postage	20.31		
	22.31		22.31
Total Reimbursables			
Billing Limits			
Expenses	22.31	1,418.68	1,440.99
Limit			8,600.00
Remaining			7,159.01
		Total this Invoice	\$5,512.31

Rita Ramirez
 1-17-23
 16.71.0917.000 PARK18001





Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68106-2973
Phone: (402) 399-1000

HDR Invoice No. 1200480390
 Invoice Date 01-DEC-2022
 Invoice Amount Due \$2,181.23
 Payment Terms 30 NET

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

Remit To PO Box 74008202
 ACH/EFT Payments Chicago, IL 60674-8202
 Bank of America ML US
 ABA# 081000032
 Account# 355004076604

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services
 From: 23-OCT-2022 To: 26-NOV-2022

Professional Services Summarization	Hours	Billing Rate	Amount
Project Controller	0.50		63.47
Project Manager	8.00		2,087.76
	8.50		\$2,151.23
Total Professional Services			\$2,151.23

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	48		30.00
			Total Expenses \$30.00

Amount Due This Invoice (USD)	\$2,181.23
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Fee Amount	\$670,695.00
Fee Invoiced to Date	\$535,586.55
Fee Remaining	\$135,108.45

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

R. Ramirez
 1-24-23
 16.53 0303.000

Invoice

HDR Invoice No. 1200480390
Invoice Date 01-DEC-2022

Professional Services and Expense Detail			
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	1.0	Task Description:	Project Management
Professional Services		Hours	Billing Rate
Project Controller	Sayler, Jonathan James	0.50	126.93
Project Manager	Koenig, Christopher J	8.00	260.97
		8.50	\$2,151.23
		Total Professional Services	\$2,151.23
Expense		Qty	Billing Rate
Mileage Personal	Koenig, Christopher J	48.00	0.625
		Total Expense	\$30.00
		Total Task	\$2,181.23

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

Subject:	Type:	Submitted By:
CITY CENTRE MUSIC VENUE, LLC AND ASTRO THEATER, LLC APPLICATION FOR PAYMENT – DISBURSEMENT OF EDP AWARD FUNDS	RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

An application for payment of a portion of Economic Development Program (EDP) Award funds has been submitted by City Centre Music Venue, LLC and Astro Theater, LLC for work completed to date on the Astro Theater in the amount of \$230,271.49.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the EDP award for the Astro Theater project.

RECOMMENDATION

Approval.

BACKGROUND

On September 3, 2021 an Economic Development Program Agreement was executed by the City of La Vista, City Centre Music Venue, LLC and Astro Theater, LLC, authorizing an EDP award of up to \$5,500,000 to be used in conjunction with other funding sources for constructing and equipping the Astro Theater project.

Subsequently, on December 17, 2021 an Amended and Restated Disbursement Agreement was executed by all parties directing how funds, including the EDP award from the City of La Vista, would be disbursed. The agreement outlines several requirements that must be met prior to any disbursement of funds.

Construction of the Astro Theater commenced in the fall of 2021, and the City has received a twelfth request for payment* of EDP funds for the project in the amount of \$230,271.49. City staff have reviewed the documentation submitted with the pay request to assure compliance with the disbursement agreement and has obtained copies of all documents required by the agreement. The City Engineer and Chief Building Official have reviewed the pay request documentation and verified that it coincides with the construction progress they have observed on site. Copies of all documentation are on file in the office of the City Clerk.

As construction progresses and additional pay requests are submitted for the remainder of the EDP award, we will continue to follow the process of ensuring that all required documentation has been received and that completed work has been verified by the City Engineer and the Chief Building Official. Subsequent to those verifications, pay requests will be placed on the Council agenda for approval.

*Note: The Application for Payment indicates this is Pay Request No. 14, however this is the twelfth request for disbursement of EDP funds from La Vista. City Centre Music Venue LLC is required by the disbursement agreement to use this application for payment requests from all lending agencies as well as the City of La Vista, resulting in the requests being numbered consecutively as they are issued.

EDP Award Total	Pay Application			% of Total	Remaining Balance
	Number	Amount	Date		
\$5,500,000.00	1	\$166,420.42	2/1/22	3.03%	\$5,333,579.58
	2	\$268,288.26	2/15/22	7.90%	\$5,065,291.32
	3	\$163,869.70	3/15/22	10.88%	\$4,901,421.62
	4	\$259,549.32	4/19/22	15.6%	\$4,641,872.30
	5	\$636,290.65	5/17/22	27.17%	\$4,005,581.65
	6	\$831,300.09	7/5/22	42.29%	\$3,174,281.56
	7	\$591,062.99	8/2/22	53.03%	\$2,583,218.57
	8	\$570,800.06	9/6/22	63.41%	\$2,012,418.51
	9	\$297,711.03	10/18/22	68.82%	\$1,714,707.48
	10	\$634,848.49	11/15/22	80.37%	\$1,079,858.99
	11	\$416,199.84	12/20/22	87.93%	\$663,659.15
	12	\$230,271.49	2/7/23	92.12%	\$433,387.66

CITY+VENTURES

Astro Theater

Disbursement Summary

Date: 1/25/2023

Code	Description	Project Cost at Financial Close	Cumulative Adjustments	Current Total Project Cost	Costs Paid Thru Closing	Interest/Fees to Date	13		14		Completed to Date	Percent Complete	Balance to Finish
							11/3/22	1/25/23	11/3/22	1/25/23			
Sources of Funds													
Owner Cash		\$4,080,000		\$4,080,000		\$3,488,331					4,080,000.16	100.00%	\$0
Senior Loan		\$8,750,000		\$8,750,000							0.00	0.00%	\$8,750,000
LaVista Economic Development Program		\$5,500,000		\$5,500,000		\$	416,199.84	\$	230,271.49	\$	5,066,612.35	92.12%	\$433,388
TIF		\$3,000,000		\$3,000,000		\$ 33,839.00	\$ 227,018.10	\$ 125,602.64	\$ 2,796,856.72	\$ 1803,906.41	595,607.94	93.23%	\$203,143
PACE		\$3,000,000		\$3,000,000		\$ 360,692.00	\$ 360,692.00	\$ 1,803,906.41	\$ 1,803,906.41			60.13%	\$1,196,094
Total Sources of Cash		\$24,330,000		\$0	\$24,330,000	\$3,488,331	\$33,839.00	\$1,003,909.94	\$951,482.07	\$13,747,375.64		56.50%	\$10,582,624.36
Uses of Funds													
100 Acquisition and Closing Costs		\$2,512,476		\$2,512,476		\$2,512,476.17	\$ -	\$ -	\$ -	\$ -	\$2,512,476.17	100.00%	\$0
110 Due Diligence		\$0		\$0		\$0.00	\$ -	\$ -	\$ -	\$ -	\$0.00	0.00%	\$0
200 Building Construction & Site		\$15,662,861	\$ 423,129.61	\$16,085,991	\$42,821.60	\$ 807,988.74	\$ -	\$ 595,607.94	\$ 8,210,945.49	\$ -	\$ 595,607.94	51.04%	\$7,875,045
201 Building Signage		\$100,000		\$100,000		\$0.00	\$ -	\$ -	\$ 58,500.00	\$ -	\$ 58,500.00	58.50%	\$41,500
205 Permits, Utilities Developer Direct Pay		\$104,196		\$104,196		\$0.00	\$ -	\$ -	\$ 3,250.00	\$ -	\$ 3,250.00	96.097.64	\$,098
210 FF&E		\$2,500,000		\$2,500,000		\$0.00	\$ -	\$ 169,952.64	\$ 292,959.13	\$ -	\$ 1,413,166.11	56.53%	\$1,086,834
300 Working Capital		\$500,000		\$500,000		\$0.00	\$ -	\$ -	\$ -	\$ -	\$0.00	0.00%	\$500,000
310 Design - A / E / I		\$1,136,000	\$ (155,570.00)	\$980,430	\$696,075.23	\$ -	\$ 3,155.75	\$ -	\$ 1,165.00	\$ -	\$ 769,828.05	78.52%	\$210,602
320 Construction Interest & Inspections		\$618,750		\$618,750	\$0.00	\$33,839.00	\$ -	\$ 12,099.59	\$ -	\$ -	\$77,319.49	12.50%	\$541,431
325 Financing Fee		\$108,000		\$108,000	\$108,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$108,000.00	100.00%	\$0
330 TIF Expense		\$17,382		\$17,382	\$17,382.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$17,382.00	100.00%	\$0
340 PACE Financing Fees / Capitalized Interest		\$450,000	\$ (79,379.00)	\$370,621	\$9,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$370,621.47	100.00%	\$0
350 Legal & Accounting		\$78,394	\$ 1,000	\$79,394	\$78,394.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$79,394.00	100.00%	\$0
360 Builders Risk		\$23,932		\$23,932	\$23,932.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$23,932.00	100.00%	\$0
370 Development Fee		\$292,608		\$292,608	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	0.00%	\$292,608
380 Development Contingency		\$225,401	\$ (189,180.61)	\$36,220	\$0.00	\$ -	\$ 9,713.22	\$ -	\$ -	\$ -	\$ 9,713.22	26.82%	\$26,507
Total Uses of Cash		\$24,330,000		\$0	\$24,330,000	\$3,488,331	\$33,839.00	\$1,003,909.94	\$951,482.07	\$13,747,375.64		56.50%	\$10,582,624.36

EXHIBIT C
APPLICATION FOR PAYMENT

Request No. 14

Date: 01/25/2023

Amount Requested \$ 230,271.49

To: American National Bank; Petros PACE Finance Titling Trust; Farmers State Bank; City of La Vista; TitleCore National, LLC

Reference is hereby made to that certain Disbursement Agreement (the “Agreement”), dated as of [**], 2021, by and among CITY CENTRE MUSIC VENUE, LLC, a Nebraska limited liability company (“Improvement Owner”), ASTRO THEATER, LLC, a Nebraska limited liability company (“Tenant”), AMERICAN NATIONAL BANK, a national banking association (“Construction Lender”), PETROS PACE FINANCE TITLING TRUST, a Delaware statutory trust, (“PACE Lender”), FARMERS STATE BANK, a Nebraska state banking corporation (“TIF Lender”), the CITY OF LA VISTA, a Nebraska municipal corporation (the “City” and, together with Construction Lender, PACE Lender and TIF Lender, each a “Lender” and, collectively, the “Lenders”), and TITLECORE NATIONAL, LLC, a Nebraska limited liability company (the “Disbursing Agent”). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.

The undersigned hereby requests the disbursement of construction funds in accordance with this request, and hereby certifies as follows:

1. The amounts requested either have been paid by the Improvement Owner or Tenant, as applicable, or are justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names are stated on Attachment I hereto and whose invoices are attached hereto) in accordance with the invoice(s) attached hereto who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and installation of the Project.
2. All construction of the Project prior to the date hereof has been done in substantial accordance with the Plans and all funds previously disbursed by a Lender have been used for one or more purposes permitted under the Financing Agreements for such Lender.
3. The funds from the requested Advance will be used for one or more purposes permitted under the Financing Agreements.
4. Attached hereto is a completed AIA Document G702 or equivalent document, signed by the General Contractor and a list of the applicable payees if payment will be made to an entity or entities other than the General Contractor.
5. True and correct copies of the bills or invoices to be paid with the requested Advance are enclosed herewith, along with conditional lien waivers from all contractors, subcontractors and material suppliers to be paid with the requested Advance and unconditional lien waivers from all contractors, subcontractors and material suppliers paid with the proceeds of prior Advances.
6. Attached hereto is a certification by the Architect certifying that work has been completed and materials are in place as indicated by the request for payment of the General Contractor.

7. The improvements constructed as part of the Project, as completed to date, do not and, if completed in substantial accordance with the Plans, will not, violate any laws.
8. Other than liens and encumbrances permitted by the terms of the Financing Agreements, no liens of any kind have been filed against Improvement Owner, Tenant or the Project (and, to the knowledge of Improvement Owner and Tenant, no stop notice of any kind has been filed or served with respect to any construction work previously performed), or a payment or discharge bond sufficient to protect Lenders and their respective interests in the Project have been recorded as required by applicable Laws.
9. All governmental licenses and permits required for the Project, as completed to date, have been obtained and will be exhibited to Lenders upon request.

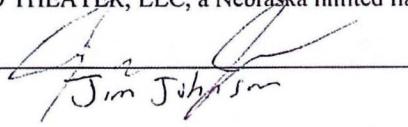
CITY CENTER MUSIC VENUE, LLC, a Nebraska limited liability company

By: 

Name:

Title:

ASTRO THEATER, LLC, a Nebraska limited liability company

By: 

Name:

Title:

City of La Vista
8116 Park View Blvd
La Vista, NE 68128
P: (402) 331-4343
CityofLaVista.org

ECONOMIC DEVELOPMENT PROGRAM – DISBURSEMENT REQUEST FORM



Date of Request: 1/30/23 Project Name: Astro Theater – City Centre Music Venue, LLC

Project Address: Lot 13, La Vista City Centre

Request Amount: \$230,271.49

Request No.: 12

See attached for funding disbursement request details.

CITY OF LA VISTA APPROVALS

Assistant City Administrator, Rita Ramirez

Handwritten signature of Rita Ramirez in red ink.

(Signature)

No Comments

Comments (see below):

2-1-23

(Date)

City Engineer, Pat Dowsse

Handwritten signature of Pat Dowsse in black ink.

(Signature)

No Comments

Comments (see below):

2/1/23

(Date)

Chief Building Official, Jeff Sinnott

Handwritten signature of Jeff Sinnott in black ink.

(Signature)

No Comments

Comments (see below):

2-1-23

(Date)

Comments/Contingencies:

Approved by City Council?

Yes: Date_____

No

Invoice

601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

olsson

January 11, 2023

Invoice No: 445419

Pat Dowse
 City Engineer
 City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

Invoice Total **\$4,864.75**

Olsson Project # 022-03277 La Vista City Park Pavilion Testing

Professional services rendered through December 31, 2022 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 100 Earthwork

Labor

	Hours	Rate	Amount
Technician	1.75	60.00	105.00
Totals	1.75		105.00
Total Labor			105.00
			Total this Phase \$105.00

Phase 300 Concrete

Labor

	Hours	Rate	Amount
Technician	23.50	60.00	1,410.00
Totals	23.50		1,410.00
Total Labor			1,410.00

Unit Billing

Field Vehicle 1434	89.0 Miles @ 0.75	66.75
Field Vehicle 1425	10.0 Miles @ 0.75	7.50
Field Vehicle 1313	18.0 Miles @ 0.75	13.50
Field Vehicle 1435	34.0 Miles @ 0.75	25.50

Compressive Strength - Concrete

12/6/2022	5 Tests @ \$17/Test	85.00
12/6/2022	5 Tests @ \$17/Test	85.00
12/7/2022	5 Tests @ \$17/Test	85.00
12/16/2022	6 Tests @ \$17/Test	102.00
	Total Units	470.25
		470.25
		Total this Phase \$1,880.25

Phase 400 Project Management

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	445419
---------	-----------	-------------------------------------	---------	--------

Labor

		Hours	Rate	Amount
Project Manager		4.50	115.00	517.50
Totals		4.50		517.50
Total Labor				517.50
			Total this Phase	\$517.50

Phase 500 SWPPP

Fee

Number of internal units	1.00	
Fee Each	900.00	
Subtotal	900.00	
		Subtotal
		900.00
		Total this Phase
		\$900.00

Phase 510 Masonry

Labor

		Hours	Rate	Amount
Technician		5.25	60.00	315.00
Totals		5.25		315.00
Total Labor				315.00

Unit Billing

Field Vehicle 1425	10.0 Miles @ 0.75	7.50
Compressive Strength - Grout		
4 Tests @ \$30/Test		120.00
Total Units		127.50
	Total this Phase	\$442.50

Phase 520 Structural Steel

Labor

		Hours	Rate	Amount
Steel Technician		11.50	85.00	977.50
Totals		11.50		977.50
Total Labor				977.50

Unit Billing

Field Vehicle 1368	56.0 Miles @ 0.75	42.00
Total Units		42.00
	Total this Phase	\$1,019.50

AMOUNT DUE THIS INVOICE \$4,864.75

Email invoices to: pdowse@cityoflavista.org.

On To Pay
PMD 2/1/23
16.71.0917.00 - Park 18001

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



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

January 26, 2023
Project No: 00120802.00
Invoice No: 235025

Preliminary & Final Design
Terry Drive, Lillian Avenue & South 78th Street
Pavement Rehabilitation

Professional Services from December 19, 2022 to January 15, 2023

Task 00000 Project Management & Meetings

Professional Personnel

	Hours	Rate	Amount
E2a Proj Scientist II, Proj Engineer II			
Parks, Thomas	4.00	164.00	656.00
Totals	4.00		656.00
Total Labor			656.00
			Total this Task
			\$656.00

Task 00003 Final Design

Professional Personnel

	Hours	Rate	Amount
E2a Proj Scientist II, Proj Engineer II			
Parks, Thomas	12.50	164.00	2,050.00
Totals	12.50		2,050.00
Total Labor			2,050.00
			Total this Task
			\$2,050.00

Billing Limits

	Current	Prior	To-Date
Total Billings	2,706.00	39,092.88	41,798.88
Limit			57,754.00
Remaining			15,955.12
Total this Invoice			\$2,706.00

Outstanding Invoices

Number	Date	Balance
232957	1/4/2023	5,580.50
Total		5,580.50

OK TO PAY
PMD 2/1/23
05.31.0917.000 - GTRT23012



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

January 4, 2023
Project No: 00120802.00
Invoice No: 232957

Preliminary & Final Design
Terry Drive, Lillian Avenue & South 78th Street
Pavement Rehabilitation

Professional Services from November 21, 2022 to December 18, 2022

Task 00000 Project Management & Meetings

Professional Personnel

	Hours	Rate	Amount
E2a Proj Scientist II, Proj Engineer II			
Parks, Thomas	11.00	164.00	1,804.00
Totals	11.00		1,804.00
Total Labor			1,804.00
		Total this Task	\$1,804.00

Task 00003 Final Design
Professional Personnel

Professional Personnel

	Hours	Rate	Amount
E2a Proj Scientist II, Proj Engineer II			
Higgins, John	3.00	164.00	492.00
Parks, Thomas	15.00	164.00	2,460.00
E4 Sr Tech, Sr Insp, Sr Env Tech			
Salisbury, Tracy	2.50	102.00	255.00
E9 Project Assistant I Intern I			
Alajmi, Abdallah	8.50	67.00	569.50
Totals	29.00		3,776.50
Total Labor			3,776.50
		Total this Task	\$3,776.50

Billing Limits

Total Billings	5,580.50	33,512.38	39,092.88
Limit			57,754.00
Remaining			18,661.12

Outstanding Invoices

Number	Date	Balance
230299	12/5/2022	13,101.50
Total		13,101.50

ice \$5,580.50 ←
OK TO PAY
PMD 2/1/23
09.71.0917.000-9TR123012



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

INVOICE

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

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

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

Invoice number 155146
Date 01/31/2023
Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from November 21, 2022 through January 31, 2023

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,500.00	3,500.00	0.00	0.00
Task 2 thru 4-Design Work except Task 2.4	59,500.00	54,090.84	5,409.16	0.00
Task A1.1	2,600.00	2,540.00	60.00	0.00
Task A1.2 - Right of Way Documents	6,300.00	5,060.00	1,240.00	0.00
Task A1.3 - Coordinate B2E Environmental Services	1,100.00	1,110.00	-10.00	0.00
Task A1.4 - Coordinate RDG Planning/Design Services Subconsultant - RDG Planning and Design	5,500.00	4,487.50	-487.50	1,500.00
Task A1.5-Prepare NPDES NOI, SWPPP Plan, and Grading Permit	2,500.00	260.00	2,240.00	0.00
Task A1.6 - Prepare Constr Plans/Specs-Srvc Drive Connection to Park View Blvd	12,000.00	12,000.00	0.00	0.00
Task A1.7-Constr Phase Srvcs - Staking/Testing/Observation/CA	75,500.00	80,013.06	-8,451.66	3,938.60
Total	168,500.00	163,061.40	0.00	5,438.60

Invoice total 5,438.60

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
154251	12/08/2022	22,047.70		22,047.70			
155146	01/31/2023	5,438.60	5,438.60				
	Total	27,486.30	5,438.60	22,047.70	0.00	0.00	0.00

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

OK TO PA-1
PMIO 2/1/23
16710917.000 - 5RT21602



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

Please remit to:

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

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

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

Invoice number 154251
Date 12/08/2022
Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from October 17, 2022 through November 20, 2022

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,500.00	3,500.00	0.00	0.00
Task 2 thru 4-Design Work except Task 2.4	39,500.00	39,500.00	0.00	0.00
Task 2.4	20,000.00	14,590.84	5,409.16	0.00
Subconsultant Services - Felsburg Holt Ullevig				
Task A1.1	2,600.00	2,540.00	60.00	0.00
Task A1.2 - Right of Way Documents	6,300.00	5,060.00	1,240.00	0.00
Task A1.3 - Coordinate B2E Environmental Services	1,100.00	1,110.00	-10.00	0.00
Task A1.4 - Coordinate RDG Planning/Design Services	5,500.00	4,487.50	1,012.50	0.00
Task A1.5-Prepare NPDES NOI, SWPPP Plan, and Grading Permit	2,500.00	260.00	2,240.00	0.00
Task A1.6 - Prepare Constr Plans/Specs-Srvc Drive Connection to Park View Blvd	12,000.00	12,000.00	0.00	0.00
Task A1.7-Constr Phase Srvcs - Staking/Testing/Observation/CA	75,500.00	57,965.36	-4,513.06	22,047.70
Total	168,500.00	141,013.70	5,438.60	22,047.70

Invoice total 22,047.70

←

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
154251	12/08/2022	22,047.70	22,047.70				
	Total	22,047.70	22,047.70	0.00	0.00	0.00	0.00

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

OH TO PA-1
PMO 2/1/23
16.71.0917.000 - GTR Taken

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of LaVista
8116 Park View Blvd.
LaVista, NE 68128

FROM CONTRACTOR:
Sampson Construction Co., Inc.
5825 South 14th Street
Lincoln, NE 68512

CONTRACT FOR: General

PROJECT: LaVista Parking Garage 2
LaVista, Nebraska

VIA ARCHITECT: Matthew Gulsvig @ DLR Group
mgulsvig@dlrgroup.com
jtegels@dlrgroup.com
dpenka@dlrgroup.com
pnattermann@dlrgroup.com

APPLICATION NO: 14

PERIOD TO: 1/31/2023

PROJECT NOS: 21108

CONTRACT DATE: September 22, 2021

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

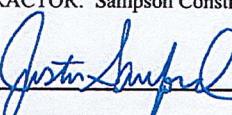
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 12,514,000.00
2. Net change by Change Orders	\$ (43,724.57)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 12,470,275.43
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 8,836,745.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 883,675.00
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 883,675.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 7,953,070.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 7,192,605.00
8. CURRENT PAYMENT DUE	\$ 760,465.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 4,517,205.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$43,724.57
Total approved this Month		
TOTALS	\$0.00	\$43,724.57
NET CHANGES by Change Order		(\$43,724.57)

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: Sampson Construction Co., Inc.

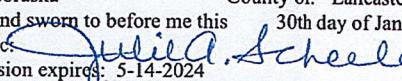
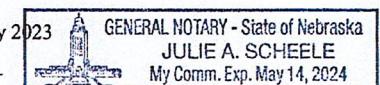
By: 

Date: 1/30/23

State of: Nebraska

County of: Lancaster

Subscribed and sworn to before me this 30th day of January 2023

Notary Public: 
My Commission expires: 5-14-2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ 760,465.00



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

ARCHITECT: DLR Group

By: Matthew Gulsvig, AIA

Date: 1/30/2023

Digital signature of Matthew Gulsvig, AIA
DNI: C-105, E-mail: mgulsvig@dlrgroup.com, O=DLR Group,
OU=Architect, CN=Matthew Gulsvig, AIA*
Date: 2023.01.30 15:23:50-06:00

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

OK TO PAI
PMD 2/1/23
15.71.0917.CC1-CMOV1GCC2

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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: 14
APPLICATION DATE: 1/30/2023
PERIOD TO: 1/31/2023
ARCHITECT'S PROJECT NO: 21108

LAVISTA PARKING GARAGE 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	REINFORCING STEEL	701,000	663,405	6,734		670,139	96%	30,861	67,014
2	POST TENSION CABLE	197,000	197,000			197,000	100%		19,700
3	FOOTINGS & POURED WALLS	1,239,000	1,239,000			1,239,000	100%		123,900
4	CAST IN PLACE COLUMNS	233,000	205,530	27,470		233,000	100%		23,300
5	SLAB AND BEAM FORMWORK	1,426,000	1,426,000			1,426,000	100%		142,600
6	CONCRETE SLABS	1,761,000	1,336,820	361,178		1,697,998	96%	63,002	169,800
7	STRUCTURAL PRECAST	1,522,000	899,879	157,963		1,057,842	70%	464,158	105,784
8	MASONRY	39,000	21,500			21,500	55%	17,500	2,150
9	STEEL MATERIAL	349,000	269,190	783		269,973	77%	79,027	26,997
10	STEEL & PRECAST ERECTION	199,000						199,000	0
11	ROUGH CARPENTRY	6,000						6,000	0
12	SPRAY FOAM INSULATION	6,000						6,000	0
13	TRAFFIC COATING	8,000						8,000	0
14	WATERPROOFING	65,000						65,000	0
15	WATER REPELLANTS	16,000						16,000	0
16	ROOFING & FLASHING	62,000						62,000	0
17	METAL WALL PANELS	941,000	152,836	219,895		372,731	40%	568,269	37,273
18	JOINT SEALANTS	55,000						55,000	0
19	PREFORMED JOINT SEALS	23,000						23,000	0
20	FIRESTOPPING	6,000						6,000	0
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	36,240			36,240	82%	7,760	3,624
22	ALUMINUM & GLAZING	305,000	60,838			60,838	20%	244,162	6,084
23	METAL STUDS & DRYWALL	108,000						108,000	0
24	TILE & RESILIENT FLOORING	4,000						4,000	0
25	PAINT	230,000	5,380			5,380	2%	224,620	538
26	SEALED CONCRETE	102,000						102,000	0
27	MISC. SPECIALTIES	5,000	4,561	439		5,000	100%		500
28	SIGNAGE	108,000				5,000	5%	108,000	0
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	5,000			5,000	5%	97,000	500
30	ELEVATOR	265,000	93,889			93,889	35%	171,111	9,389

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 14

APPLICATION DATE: 1/30/2023

PERIOD TO: 1/31/2023

ARCHITECT'S PROJECT NO: 21108

LAVISTA PARKING GARAGE 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	FIRE SPRINKLER	47,000	16,300			16,300	35%	30,700	1,630
32	PLUMBING & HVAC	352,000	187,558	32,000		219,558	62%	132,442	21,956
33	ELECTRICAL	861,000	298,000	38,500		336,500	39%	524,500	33,650
34	EXCAVATION & SITE DEMO	276,000	252,780			252,780	92%	23,220	25,278
35	AUGER CAST PILING	323,000	323,000			323,000	100%		32,300
36	PAVING & SIDEWALKS	100,000						100,000	0
37	PAVEMENT MARKING	14,000						14,000	0
38	LANDSCAPING & IRRIGATION	19,000						19,000	0
39	SEGMENTAL RETAINING WALL	45,000						45,000	0
40	UTILITIES	280,000	242,040			242,040	86%	37,960	24,204
41	PERFORMANCE & PAYMENT BOND	63,000	48,037			48,037	76%	14,963	4,804
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%		700
43	OWNER CHANGE ORDER #2	(43,725)						(43,725)	0
GRAND TOTALS		12,470,275	7,991,783	844,962		8,836,745	71%	3,633,530	883,675



Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68106-2973
Phone: (402) 399-1000

HDR Invoice No. 1200496034
 Invoice Date 31-JAN-2023
 Invoice Amount Due \$1,956.21
 Payment Terms 30 NET

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

Remit To PO Box 74008202
 ACH/EFT Payments Chicago, IL 60674-8202
 Bank of America ML US
 ABA# 081000032
 Account# 355004076604

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services
 From: 01-JAN-2023 To: 28-JAN-2023

Professional Services Summarization	Hours	Billing Rate	Amount
Project Controller	0.50		65.37
Project Manager	7.00		1,890.84
	7.50		\$1,956.21
Total Professional Services			\$1,956.21

Amount Due This Invoice (USD)	\$1,956.21
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Fee Amount	\$670,695.00
Fee Invoiced to Date	\$538,657.61
Fee Remaining	\$132,037.39

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

R. Ramirez
 1-31-23
 16.53.0303.000

Invoice

HDR Invoice No. 1200496034
Invoice Date 31-JAN-2023

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
Professional Services		Hours	Billing Rate	Amount
Project Controller	Sayler, Jonathan James	0.50	130.74	65.37
Project Manager	Koenig, Christopher J	7.00	270.12	1,890.84
		7.50		\$1,956.21
			Total Professional Services	\$1,956.21
			Total Task	\$1,956.21

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2344(E)	11/15/2022	BOK FINANCIAL	169,037.50	N
2345(E)	12/15/2022	BOK FINANCIAL	2,626,545.00	N
2337(E)	01/18/2023	US BANK NATIONAL ASSOCIATION	18,158.03	N
138752	01/18/2023	BALLOON BRIGADE	1,695.00	N
138753	01/18/2023	DESIGN WORKSHOP INC	4,058.74	N
138754	01/18/2023	HDR ENGINEERING INC	1,114.85	N
138755	01/18/2023	JE DUNN CONSTRUCTION COMPANY	1,124,594.00	N
138756	01/18/2023	OMAHA PUBLIC POWER DISTRICT	6,294.63	N
138757	01/18/2023	SARPY COUNTY ECONOMIC DEV. CORP	8,500.00	N
138758	01/18/2023	SARPY DOUGLAS LAW ENFORCE. ACADEMY	3,000.00	N
2346(E)	01/30/2023	ACTIVE NETWORK LLC	187.86	N
2347(E)	01/30/2023	BOK FINANCIAL	192,081.70	N
2348(E)	01/30/2023	CENTURY LINK/LUMEN	750.55	N
2349(E)	01/30/2023	CENTURY LINK/LUMEN	83.38	N
2350(E)	01/30/2023	GREATAMERICA FINANCIAL SERVICES	1,664.63	N
2351(E)	01/30/2023	METROPOLITAN UTILITIES DISTRICT	2,120.75	N
2352(E)	01/30/2023	MID-AMERICAN BENEFITS INC	15,316.56	N
2353(E)	01/30/2023	NE DEPT OF REVENUE-LOTT/51	76,149.00	N
2354(E)	01/30/2023	NE DEPT OF REVENUE-SALES TAX	64.98	N
2355(E)	01/30/2023	OMAHA PUBLIC POWER DISTRICT	40,143.43	N
2356(E)	01/30/2023	PAYROLL MAXX	408,483.08	N
2357(E)	01/30/2023	PITNEY BOWES-EFT POSTAGE	1,207.00	N
2358(E)	01/30/2023	ROBERT HALF	2,830.40	N
2359(E)	01/30/2023	U.S. CELLULAR	1,871.90	N
138759	02/03/2023	ALLEN, BRIAN	241.50	N
2360(E)	02/07/2023	ACTIVE NETWORK LLC	109.06	N
2361(E)	02/07/2023	PAYROLL MAXX	418,094.04	N
2362(E)	02/07/2023	ROBERT HALF	4,528.64	N
2363(A)	02/07/2023	ABM INDUSTRIES, INC	7,754.71	N
2364(A)	02/07/2023	CITY OF OMAHA	2,655.82	N
2365(A)	02/07/2023	CITY OF PAPILLION - MFO	240,674.00	N
138760	02/07/2023	1000 BULBS	62.75	N
138761	02/07/2023	4 SEASONS AWARDS	41.00	N
138762	02/07/2023	ACI-NEBRASKA CHAPTER	35.00	N
138763	02/07/2023	ACTION BATTERIES UNLTD INC	230.70	N
138764	02/07/2023	AKRS EQUIPMENT SOLUTIONS, INC.	3,565.75	N
138765	02/07/2023	ALCOLOCK USA	129.80	N
138766	02/07/2023	AMAZON CAPITAL SERVICES, INC.	1,478.25	N
138767	02/07/2023	AMERICAN LEGAL PUBLISHING CO	399.00	N
138768	02/07/2023	ARNOLD MOTOR SUPPLY	388.25	N
138769	02/07/2023	ASPEN EQUIPMENT COMPANY	182.30	N
138770	02/07/2023	AT&T MOBILITY LLC	98.32	N
138771	02/07/2023	AWARDS AND MORE COMPANY	56.62	N
138772	02/07/2023	BADGER BODY & TRUCK EQUIP CO INC	169.00	N
138773	02/07/2023	BERGANKDV LLC	28,400.00	N
138774	02/07/2023	BIG RIG TRUCK ACCESSORIES	175.00	N
138775	02/07/2023	BISHOP BUSINESS EQUIPMENT	1,142.42	N

Check #	Check Date	Vendor Name	Amount	Voided
138776	02/07/2023	BISHOP BUSINESS EQUIPMENT COMPANY	1,230.52	N
138777	02/07/2023	BOOT BARN	1,803.90	N
138779	02/07/2023	BOWERS, SYDNEY	73.00	N
138780	02/07/2023	CENTER FOR INTERNET SECURITY INC	9,900.00	N
138781	02/07/2023	CENTER POINT, INC.	430.26	N
138782	02/07/2023	CHERYL HELLER	20.36	N
138783	02/07/2023	CINTAS CORPORATION NO. 2	536.66	N
138784	02/07/2023	CITY OF PAPILLION	15,683.05	N
138785	02/07/2023	COX COMMUNICATIONS, INC.	3.38	N
138786	02/07/2023	CUMMINS CENTRAL POWER LLC	5,223.33	N
138787	02/07/2023	DASH MEDICAL GLOVES	177.40	N
138788	02/07/2023	DATASHIELD CORPORATION	60.00	N
138789	02/07/2023	DEERE & COMPANY	12,469.04	N
138790	02/07/2023	DELL MARKETING L.P.	2,965.50	N
138791	02/07/2023	DIAMOND VOGEL PAINTS	1,805.64	N
138792	02/07/2023	ECHO GROUP INCORPORATED	359.48	N
138793	02/07/2023	EDGEWEAR SCREEN PRINTING	1,415.25	N
138794	02/07/2023	EVENT STRUCTURE SOLUTIONS, LLC	3,465.68	N
138795	02/07/2023	FERGUSON ENTERPRISES INC #226	265.53	N
138796	02/07/2023	FORVIS, LLP	9,060.19	N
138797	02/07/2023	GALE	128.20	N
138798	02/07/2023	GENUINE PARTS COMPANY-OMAHA	81.36	N
138799	02/07/2023	GRAINGER	10.64	N
138800	02/07/2023	GRAYBAR ELECTRIC COMPANY INC	26.76	N
138801	02/07/2023	GREAT PLAINS UNIFORMS	159.50	N
138802	02/07/2023	HANEY SHOE STORE	123.99	N
138803	02/07/2023	HAPPY TREES LLC	4,500.00	N
138804	02/07/2023	HEARTLAND PNEUMATIC	195.00	N
138805	02/07/2023	HOBBY LOBBY STORES INC	159.91	N
138806	02/07/2023	HOME DEPOT CREDIT SERVICES	996.00	N
138807	02/07/2023	HUNTEL COMMUNICATIONS, INC	62.50	N
138808	02/07/2023	INGRAM LIBRARY SERVICES	2,447.79	N
138809	02/07/2023	J & A TRAFFIC PRODUCTS	3,845.40	N
138810	02/07/2023	JOHANNSEN, AARON	144.00	N
138811	02/07/2023	KANOPI, INC.	151.00	N
138812	02/07/2023	KEYMASTERS LOCKSMITH	13.00	N
138813	02/07/2023	KIMBALL MIDWEST	1,567.51	N
138814	02/07/2023	KINDIG, DOUGLAS	78.38	N
138815	02/07/2023	LIBRARY IDEAS LLC	4.00	N
138816	02/07/2023	LOU'S SPORTING GOODS	114.85	N
138817	02/07/2023	MACQUEEN EQUIPMENT LLC	4,538.89	N
138818	02/07/2023	MADSEN, LARRY	128.95	N
138819	02/07/2023	MARCO INCORPORATED	149.87	N
138820	02/07/2023	MATHESON TRI-GAS INC	255.67	N
138821	02/07/2023	MENARDS-BELLEVUE	373.98	N
138822	02/07/2023	MENARDS-RALSTON	1,556.37	N
138825	02/07/2023	METRO AREA TRANSIT	846.00	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
138826	02/07/2023	METROPOLITAN COMMUNITY COLLEGE	19,454.34	N
138827	02/07/2023	MIDWEST TAPE	164.17	N
138828	02/07/2023	MOMAR INC	261.55	N
138829	02/07/2023	MSC INDUSTRIAL SUPPLY CO	320.08	N
138830	02/07/2023	MURPHY TRACTOR/POWERPLAN	353.03	N
138831	02/07/2023	NAPA-GENUINE AUTO PARTS	337.14	N
138832	02/07/2023	NEBRASKA IOWA DOOR SERVICES, INC.	715.38	N
138833	02/07/2023	NEBRASKA TURFGRASS ASSOCIATION	80.00	N
138834	02/07/2023	NORM'S DOOR SERVICE	637.40	N
138835	02/07/2023	NORTH AMERICAN RESCUE	994.86	N
138836	02/07/2023	O'REILLY AUTO PARTS	2,969.56	N
138837	02/07/2023	OFFICE DEPOT INC	363.38	N
138838	02/07/2023	OLD NEWS	17.00	N
138839	02/07/2023	OMAHA TACTICAL LLC	200.00	N
138840	02/07/2023	OMAHA WINNELSON SUPPLY	2,256.67	N
138841	02/07/2023	OMNI ENGINEERING	1,062.25	N
138842	02/07/2023	PAPILLION SANITATION	1,901.34	N
138843	02/07/2023	PER MAR SECURITY SERVICES	235.80	N
138844	02/07/2023	PITNEY BOWES GLOBAL FIN SVCS	429.99	N
138845	02/07/2023	PRIMA DISTRIBUTION, INC.	114.65	N
138846	02/07/2023	RDG PLANNING & DESIGN	2,650.00	N
138847	02/07/2023	RED EQUIPMENT LLC	2,726.44	N
138848	02/07/2023	REGAL AWARDS INC.	29.95	N
138849	02/07/2023	ROCKMOUNT RESEARCH AND ALLOYS, INC.	112.52	N
138850	02/07/2023	RTG BUILDING SERVICES INC	7,165.00	N
138851	02/07/2023	SARPY COUNTY COURTHOUSE	4,496.00	N
138852	02/07/2023	SARPY COUNTY FISCAL ADMINSTRN	8,489.40	N
138853	02/07/2023	SARPY COUNTY TREASURER	8,220.14	N
138854	02/07/2023	SHERWIN-WILLIAMS	52.25	N
138855	02/07/2023	SIGN IT	130.00	N
138856	02/07/2023	SIRCHIE ACQUISITION COMPANY, LLC	180.00	N
138857	02/07/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	390.25	N
138858	02/07/2023	SPORTS FACILITY MAINTENANCE, LLC	1,335.00	N
138859	02/07/2023	SUBURBAN NEWSPAPERS INC	1,942.35	N
138860	02/07/2023	THE CHILD'S WORLD, INC.	2,317.05	N
138861	02/07/2023	THE COLONIAL PRESS, INC	6,474.96	N
138862	02/07/2023	THE PENWORTHY COMPANY	304.87	N
138863	02/07/2023	TRACTOR SUPPLY CREDIT PLAN	79.50	N
138864	02/07/2023	TRANE U.S. INC.	128.55	N
138865	02/07/2023	TRUCK CENTER COMPANIES	224.94	N
138866	02/07/2023	TURFWERKS	486.44	N
138867	02/07/2023	UNITE PRIVATE NETWORKS LLC	4,400.00	N
138868	02/07/2023	UNITED RENT-ALL	773.43	N
138869	02/07/2023	VAL VERDE ANIMAL HOSPITAL INC	94.80	N
138870	02/07/2023	VERIZON WIRELESS	18.02	N
138871	02/07/2023	VIERREGGER ELECTRIC COMPANY	1,030.00	N
138872	02/07/2023	WALMART COMMUNITY BRC	262.75	N

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DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
138873	02/07/2023	WESTLAKE HARDWARE INC NE-022	685.40	N
138874	02/07/2023	WOODHOUSE FORD-BLAIR	353.74	N
143	CHECKS PRINTED		TOTAL CLAIM AMOUNT:	\$5,594,594.93

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 02/07/2023

COUNCIL MEMBER

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

Subject:	Type:	Submitted By:
AMEND MASTER FEE ORDINANCE – RESTAURANTS & DRINKING PLACES OCCUPATION TAX REDUCTION	◆ RESOLUTION ◆ ORDINANCE ◆ RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

An ordinance has been prepared to amend the master fee ordinance to reduce the rate for calculating the Restaurants and Drinking Places Occupation Tax from 1.5% to 1.0%. If approved, this change would go into effect April 1, 2023.

FISCAL IMPACT

The City projects proceeds up to \$700,000 annually.

RECOMMENDATION

Approval.

BACKGROUND

In 2019, the Council instituted a restaurants and drinking places occupation tax, calculated at 1.5% of gross receipts of restaurants and drinking places from food or beverages. Statute authorized the City to impose said occupation tax without a vote of the people, provided the tax was projected to generate annual occupation tax revenue of \$700,000 or less. The ordinance adopting the tax indicated the rate would be reviewed every two years.

Based on the first two years of collections, this occupation tax was determined to be a potentially significant source of funding that could help shoulder some of the City's ongoing and increasing maintenance and operations costs resulting from the growth that is underway and anticipated. A decision was made to place a referendum on the November 8, 2022, ballot asking voters to consider replacing the existing 1.5% tax with a new restaurants and drinking places occupation tax calculated at 2.5% of gross receipts, which was projected to generate annual revenues in excess of \$700,000. This proposal was rejected by voters.

While the FY22 numbers have not yet been finalized, estimates indicate revenue of approximately \$1.1M from the existing 1.5% tax. An amendment to the master fee ordinance is presented with this agenda item to reduce the rate for purposes of the tax to 1%, which is projected to generate annual revenue of \$700,000 or less for FY23 and FY24. The Municipal Code continues to provide for a rate review every two years or as the City Council or City Administrator determines necessary or advisable in connection with setting or reviewing a rate or adjusted rate for the tax.

ORDINANCE NO. 1456

AN ORDINANCE TO AMEND ORDINANCE NO.1454, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

BUILDING & USE FEES

(Apply inside City limits and within the Extra-territorial zoning jurisdiction)

Building Permit

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
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Commercial/Industrial	\$30 Base fee + see building fee schedule
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Plan Review Fee

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
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Design Review (non-refundable)

Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
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Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
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Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
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Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
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Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
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Replacement Plan Review Fee

	\$100 + Request for records fees
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Engineer's Review

	\$500
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Rental Inspection Program

License Fees:

Multi-family Dwellings	\$6.00 per unit
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Single-family Dwellings	\$50.00 per property
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Duplex Dwellings	\$50.00 per unit
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Additional Administrative Processing Fee (late fee)	\$100.00
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Inspection Fees:

Primary Inspection	No charge
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Class B Property Inspection (after primary inspection):	
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Violation corrected	No charge
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Violation not corrected	See Re-inspection Fee below
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Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
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Re-inspection Fee	\$100.00
Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee Refund Policy	3x Regular permit fee 75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500 (min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000 (min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/ Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence	
Also a \$5,000 Bond is required, naming the City as the recipient.	
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00

Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)

Underground Storage Tanks (Title 159, Chapter 2)

Farm, residential and heating oil tanks (tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

5 acres or less	\$ 500
More than 5 acres	\$1,000

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

Application Fee	\$3,000
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Administrative Fee	1.5% on TIF Principal up to \$2,000,000 1% on TIF Principal amount above \$2,000,000 thru \$4,000,000
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Bond Related Fee	No additional administrative fee for TIF Principal above \$4,000,000 Actual Fees, Costs & Expenses Incurred by the City
<u>PACE PROGRAM</u>	
Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500
<u>ZONING FEES</u>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit "G" to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)	
<u>OCCUPATION TAXES</u>	
Publication fees	\$Actual cost

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25
Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30

Home Occupation 1 and Child Care Home \$50
 Home Occupation Conditional Use Permit – see Zoning Fees

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of \$75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$ 1.00/pawnbroker
Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)	
Recreation businesses - indoor and outdoor	\$100
Restaurants, <u>and</u> Drinking Places, <u>and drive-in less)</u> <u>eating establishments</u>	\$ 50 (5 employees or \$100 (more than 5 employees) Effective <u>10/1/19</u> April 1, 2023 – <u>Occupation tax</u> Fee of 1.5% of gross receipts pursuant to Municipal Code Sections <u>113.1040 through 113.46</u>

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail

shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit		\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City		\$ 75
Service stations selling oils, supplies, accessories for service at retail		\$ 75 + \$25.00 for attached car wash
Telephone Companies (includes land lines, wireless, cellular, and mobile)		5% of gross receipts
Telephone Surcharge - 911		\$1.00 per line per month
Tobacco License		\$ 15 (based on State Statute)
Tow Truck Companies		\$ 75
Late Fee (Up to 60 days)		\$ 35
Late Fee (60-90 days)		\$ 75
Late Fee (over 90 days)		Double Occupation tax or \$100, whichever is greater
CONVENIENCE FEES		
Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal		2.5% of transaction + \$0.30
Credit Cards, Debit Cards, & Digital Wallet		
E-Checks		\$1.50 for transactions \leq \$60,000
All Other Payments		
Credit Cards		3% of transaction with \$2 minimum transaction
E-Checks		\$3 for transactions \leq \$10,000
		\$10 for transactions $>$ \$10,000
OTHER FEES		
Barricades		\$ 60/barricade
Deposit Fee (returnable)		\$ 5/barricade per day
Block Parties/Special Event		\$30 ea. (7 days maximum)
Construction Use		
Blasting Permit		\$1,000
Bucket Truck Rental w/operator		\$150 per hour
Charging Station Fees		

Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Permit Fees:	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Off-Street Parking – 3 hours free (\$0), after which (Parking Day runs 6a.m. – 6a.m.)	\$1.00/hr. up to \$10/day
On-Street Parking – free (\$0) with three (3) hour limit	
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100

Pet Store License	\$ 50 (In addition to Occupancy License)
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	

PUBLIC RECORDS

<u>REQUEST FOR RECORDS</u>	\$15.00/Half Hour (after first 4 hours) + Copy Costs* (May be subject to deposit)
Request for Records	
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD

*Copy costs shall be established by the Finance Director

Unified Development Ordinance \$100

Comprehensive Plan \$ 50

Zoning Map	\$5	11"x17"
	\$10	12"x36"
	\$30	36"x120"

Zoning Ordinance w/Map \$ 300
Subdivision Regulations \$ 300

Future Land Use Map	\$5	11"x17"
	\$10	12"x36"
	\$30	36"x120"

Ward Map \$ 2

Fire Report \$ 5
Police Report \$ 5

Police Photos (5x7) \$ 5/ea. for 1-15
\$ 3/ea. for additional

Police Photos (8x10)	\$10/ea. for 1-15 \$ 5/ea. for additional
Police Photos (Digital)	\$10/ea. CD

Criminal history \$10

FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge

3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1st alarm
(not to include single family or duplexes)

RESCUE SQUAD FEES

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency I	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage - per loaded mile	\$ 17

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Fax		\$2.00 up to 5 pages
Fines		
Books		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
DVDs/		\$ 1.00/day
Playaway device		\$ 1.00/day
Board Game not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
PLA filament		\$.10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Children's Mini-Camp		-\$15.00
Seasonal/Special Workshops		\$15.00

RECREATION FEES

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee <u>Community Center</u>	\$10.00

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym (Full)	\$ 75/Hour	\$150/Hour	\$150/Hour
Gym/Stage (Rental)	\$400/Day	\$500/Day	\$500/Day
Whole Community Center	\$600/Day	\$800/Day	\$800/Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
Pickleball Court	\$7/hour	\$10/hour	
Seniors 55+	Free	\$2/hour	
Racquetball/Walleyball Court	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour

Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour
Facility Usage	<u>Resident</u>	<u>Non-Resident</u>	
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00	
Fitness Room (19 and up)			
Membership Card	\$27.00/month		
(Exercise Room, Gym, Racquetball/Wallyball Courts)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Gym (19 and up)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Resident Punch Card	\$50.00		
(20 punches)			
Non-resident Punch Card		\$35.00	
(10 punches)			
Senior (Resident)	\$-0-		
Non-resident Sr. Punch Card		\$20.00	
(10 punches)			
Variety of programs as determined by the Recreation Director			
Fees determined by cost of program			
Classes	<u>Contractor</u>	<u>City</u>	
	75%	25%	
Contract Instructor Does Registration and Collects Fees			
Fields:			
Tournament Fees		\$ 30/Team/Tournament	
Tournament Field Fees		\$ 40/Field/Day	
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours		
Gate/Admission Fee	10% of Gross		
Parks			
Open Green Space		\$100/Event	
	<u>Resident</u>	<u>Non Resident</u>	
Model Airplane Flying			
Field Pass	\$30*	\$40*	
* includes \$10 club membership 1 – year license			
Park Shelters	\$15/3 hours	\$25/3 hours	
Swimming Pool	<u>Resident</u>	<u>Non-Resident</u>	
Youth Daily	\$ 2	\$ 4	
Adult Daily	\$ 3	\$ 4	
Resident Tag	\$ 2		
Family Season Pass	\$105	\$165	
Youth Season Pass	\$ 65	\$ 95	
Adult Season Pass	\$ 75	\$105	
30-Day Pass	\$ 55	\$ 85	
Season Pass (Day Care)	\$275	\$275	
Swim Lessons	\$ 30	\$ 55	
*Swimming Pool memberships and specials prices shall be established by the Finance Director			
Youth Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>	
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70	
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75	
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95	
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115	
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115	
Softball/Baseball Age 15-18	\$110/120	\$140/150	
Basketball Clinic	\$ 17/27	\$22/32	

Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33
Adult Recreation Programs	Resident	Non-Resident
Adult Volleyball– Spring	\$ 55	\$ 55
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420
Adult Volleyball – Fall/Winter	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
Senior Spring Softball	\$15 per game per team	
Senior Fall Softball	\$17 per game per team	

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

Section 2. Sewer Fee Schedule.**§3-103 Municipal Sewer Department; Rates.**

A. **Levy of Sewer Service Charges.** The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.

B. **Computation of Sewer Service Charges.** For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.

C. **Amount of Sewer Service Charges.** The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.

1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - -\$12.97 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.91 per month.
 - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$13.91

per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$23.91. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.

2. The flow charge for all sewer service users shall be \$4.41 per hundred cubic feet (ccf).
3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

	Effective 1/1/2020	Effective 1/1/2021
Residential		
Single Family Dwelling	\$1,364	\$1,432
Duplex	\$1,364/unit	\$1,432/unit
Multiple Family	\$ 1,064/unit	\$1,117/unit
Commercial/Industrial	\$7,407/acre of land as platted	\$7,777/acre of land as platted
Park/Common Area (incl. Athletic Fields)		\$435/acre of land as platted

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. **Changes in Use.** If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. **Existing Structures.** Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. **Preconnection Payments.** Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. **Sewer Tap and Inspection and Sewer Service Fees.** The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)		
Service Line w/inside diameter of 4"	\$400	
Service Line w/inside diameter of 6"	\$600	
Service Line w/inside diameter of 8"	\$700	
Service Line w/inside diameter over 8"		Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No.1448. Ordinance No. 1454 as originally approved on August 2, 2022 and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS ~~6TH~~~~7TH~~ DAY OF ~~SEPTEMBER~~~~2022~~FEBRUARY 2023. |

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

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

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – AUDIT PREPARATION AMENDMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNÝ DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to approve Amendment No. 1 to the Professional Services Agreement with ForVis (formally BKD) for financial services and provide the City Administrator or designee authority to amend the contract with ForVis in an amount not to exceed \$10,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

On September 20, the City Council approved a professional services agreement with ForVis (formally BKD) for professional financial services in an amount not to exceed \$50,000. The professional services were necessary for: preparation of the audit workpapers, audit financial reports for the ACFR and to provide assistance in the audit. This project was quoted under the assumption a Finance Director would take over in January 2023 and that the City was not required to have a single audit on federal grants. The threshold for federal grants has been met and requires a single audit. This requires additional work and we still currently do not have City staff to perform this function. Staff is asking Council to approve the amended scope to the ForVis contract to complete the audit.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH FORVIS FOR PROFESSIONAL FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$10,000.00.

WHEREAS, the City Council of the City of La Vista has determined that additional professional financial services are necessary; and

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

STATEMENT OF WORK A-2

[Date of Contract]

Mr. Kevin Pokorny, Director of Administrative Services
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

This Statement of Work (or "contract") is made pursuant to a Master Services Agreement (the "Agreement") and as an extension of Statement of Work A-1, both dated October 3, 2022, by and between City of La Vista ("Client") and FORVIS, LLP ("FORVIS"). This Statement of Work shall pertain to Work performed by FORVIS for Client.

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Audit Fieldwork Assistance Services

Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services and will be billed at the following rates:

Senior Associate	\$195 per hour
Managing Director	\$375 per hour

Our fees will be billed up to a not-to-exceed (NTE) of \$8,000 – \$10,000 (assumes a maximum of 40-50 hours). If additional services are required, in excess of the NTE, subsequent statements of work will be issued.

In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

The above fees and related travel time and administrative fees will be billed and are due on the same terms as those in the Agreement. We will bill monthly for services rendered.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Contract Agreement

The term of the Work provided under this Statement of Work shall commence on the date of this contract and shall expire on completion of the deliverables.

This Statement of Work serves as an addendum to the Agreement and serves to clarify FORVIS' understanding of the Work desired by Client, but does not modify any other rights, restrictions, or agreements contained in the Agreement.

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and the original Agreement, on behalf of City of La Vista.

BY _____
Mr. Kevin Pokorny, Director of Administrative Services

DATE _____

Scope of Services

The following apply for all services:

Limitations & Fraud	Our work does not include any services not specifically outlined in this Statement of Work.
No Financial Statement Services	This engagement is not intended to be an audit, review, compilation, or preparation of financial statements in accordance with standards issued by the American Institute of Certified Public Accountants. Accordingly, our firm name should not be associated with your internal financial statements.
Value-Added Services	At your request, other value-added services can be provided and related fees will be separately quoted.
Third-Party Submissions	Our engagement will not include the submission of documentation to any third parties. We will not make this or any other submission unless we are separately engaged to do so. You understand that the timely submission of this information is your responsibility.

Audit Fieldwork Assistance Services

We will respond to auditor inquiries and requests throughout the City's audit fieldwork, as directed and supervised by you. You agree to review and take full responsibility for the work performed, information provided, and inquiries answered and for the content that is presented within. We will not perform any attest procedures on the workpapers prepared, nor will we express any opinion on them.

The following apply for the outsourced accounting services described above:

Limitations & Fraud	This engagement is not designed to prevent or discover errors, misrepresentations, fraud, or illegal acts, and you agree we have no such responsibility.
	Because of the limits in any internal control structure, errors, fraud, illegal acts, or instances of noncompliance may occur and not be detected.
Your Responsibilities	You retain responsibility for performing management responsibilities and making management decisions and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. Accordingly, we will routinely submit to you journal entries, listings of transactions or other entries or changes for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. If you approve of these entries, no response is necessary.

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

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – ◆ RESOLUTION 2023 PAVEMENT CONDITION ASSESSMENT	ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize a Professional Services Agreement with Lamp Rynearson, Omaha, NE to provide professional services for the 2023 Pavement Condition Assessment in an amount not to exceed \$40,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

City Council approved a similar pavement assessment in 2020 to which a pavement analyses vehicle provided by Stantec Consulting drove all streets within the City to evaluate the condition of the existing pavement and provide a Pavement Condition Index (PCI) number for pavement segments in accordance with the Army Corps of Engineers' MicroPAVER methodologies. This data was used to provide baseline data to establish the initial maintenance and rehabilitation priorities.

The 2023 update is to provide a 2nd point of data to each segment of road and to understand what the rehabilitated segments have increased to and what the other segments' PCIs that have not been recently rehabilitated have fallen to in order reevaluate rehabilitation priorities moving forward. This reevaluation will give provide additional data to see if the current efforts are maintaining the PCIs to the desired level or if additional efforts and/or maintenance solutions should be implemented to increase pavement conditions to reach target values.

A copy of the agreement is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LAMP RYNEARSON, OMAHA, NE FOR THE 2023 PAVEMENT CONDITION ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$40,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the collection of pavement assessment data and street related asset data are necessary; and

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.**

Page 1 of 3

CLIENT: City of La Vista, Nebraska

JOB NUMBER: _____

PROJECT DESCRIPTION: 2023 La Vista Pavement Condition Assessment

DATE ISSUED: 1-10-2023

LOCATION OF PROJECT: La Vista, Nebraska

INITIATED BY: _____ **CLIENT**

PROJECT TITLE: 2023 La Vista Pavement Condition Assessment

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: STARTING DATE: EST. April – June 2023 COMPL. DATE: September 2023

(Attached additional page(s) or detailed Letter Proposal if this space is too limited.)

- System Additions to PAVER Database
- Integrate PCI GIS Base Map
- Populate Street Segments
- Add work history to PAVER
- Summary Report
- Subconsultant Coordination

Hourly not to exceed fee for services of \$10,000.00

Stantec Services

- Pavement and Image Data Collection
- Distress/Roughness Data Processing and QA
- Data Formatting/Loading for MicroPaver

Lump Sum Fee \$27,700.00

Deliverables:

- GIS Shapefile Color Coded Map
- A Summary Report
- Street Maintenance Budgeting

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

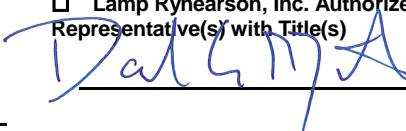
BILLING INSTRUCTIONS:

% of Construction Contracts
 % of Construction By Phase
 Special _____
 Lump Sum \$ _____

Cost + _____ % + Expense \$ _____
 Hourly Rates Up to a Maximum + Expenses \$ 37,700.00
 Cost plus fixed fee \$ _____
 Other \$ _____

SIGNATURES:

Lamp Rynearson, Inc. Authorized
Representative(s) with Title(s)

 1/10/2023
Date

Client/Client Authorized Representative with Title

Date

DISTRIBUTION:

CLIENT
 LAMP RYNEARSON
 OTHER _____
 OTHER _____

**LAMP
RYNEARSON**

9001 State Line Road, Suite 200

Kansas City, Missouri 64114

P | 816.361.0440

www.lamprynearson.com

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Rynearson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 100% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Rynearson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Rynearson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Rynearson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Rynearson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Rynearson. In addition, Lamp Rynearson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Termination: Either the Client or Lamp Rynearson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Rynearson's final invoice, pay Lamp Rynearson for all uncontested services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Rynearson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of an uncontested invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Rynearson and are in no way contingent upon the Client obtaining funding. Lamp Rynearson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Rynearson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Rynearson who retains all rights therein, including the copyrights. The Client may reuse all such reports, drawings, specifications, and electronic media (disks) furnished by Lamp Rynearson pursuant to this Agreement, however any reuse by the Client or others for any purpose is at the sole responsibility of the Client.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Rynearson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Rynearson's qualifications and experience. Lamp Rynearson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Hazardous Materials: It is acknowledged by both parties that Lamp Rynearson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Rynearson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Rynearson's services, Lamp Rynearson may, at its

option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Rynearson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Nebraska.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto.

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE La Vista 2023 Pavement Condition Assessment
 LOCATION La Vista, NE
 DATE 1/9/2023

PROJECT #
 BY Greg Van Patten

Classification:	Department Manager	Project Manager	Project Engineer	GIS Specialist I	Subtotal of Hrs per Item	Subtotal of Fee per Item
Associate:	Miller	Van Patten	Schleicher	Marean		
Hourly Rate (Est. 2022):	\$252.00	\$141.00	\$138.00	\$103.00		

Design Services - La Vista

In House Meetings (Kickoff, Progress)	3	3	3	9	\$1,593.00
PAVER Database Design/Build					
System Additions - PAVER Database	I	2	2	5	\$810.00
Integrate PCI GIS Base Map		4	6	13	\$1,701.00
Populate Street Segments					
Current PCI Data (2023)	I	8		9	\$1,380.00
Implementation Support	2			2	\$504.00
Add Work History		6		6	\$846.00
Summary Report (PCI Mapping, average, distribution)	2	6		8	\$1,350.00
Subconsultant Coordination	2	2		4	\$786.00
Quality Assurance/ Quality Control	I		2	3	\$528.00
Subtotal of Hours per Associate	12	31	13	3	59
Subtotal of Fee per Associate	\$3,024.00	\$4,371.00	\$1,794.00	\$309.00	\$9,498.00
				Reimbursables 5%	\$474.90
				Subtotal	\$9,972.90

Subconsultant (Stantec) Prices

	Quantity	Units	Unit Rate	Total
(50% of 226 lm in La Vista)				
Project Initiation and Management	I	LS	\$ 2,800.00	\$2,800.00
Field Survey Preparation (LRA to provide predefined segmented GIS)	I	LS	\$ 1,800.00	\$1,800.00
RT 3000 Mobilization and Calibration	I	LS	\$ 2,500.00	\$2,500.00
Pavement and Image Data Collection	113	Test Miles	\$ 125.00	\$14,125.00
Distress/Roughness Data Processing and QA	113	Test Miles	\$ 40.80	\$4,610.40
Data formatting>Loading for MicroPAVER	I	LS	\$ 1,850.00	\$1,850.00
La Vista Base Field Survey				\$27,685.40
PROJECT TOTAL				\$37,658.30

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

Subject:	Type:	Submitted By:
LOCAL MATCH AGREEMENT – METROPOLITAN AREA PLANNING AGENCY LA VISTA ACTIVE MOBILITY PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE PLANNER

SYNOPSIS

A resolution has been prepared to approve an agreement with the Metropolitan Area Planning Agency (MAPA) to procure and administer funding of an Active Mobility Plan (Bicycle and Pedestrian Master Plan) for La Vista. The City of La Vista applied for and was awarded \$80,000 in funding through the Heartland 2050 mini-grant program which requires a 20% (up to \$20,000) local match for a total project cost of \$100,000.

FISCAL IMPACT

The FY22/FY23 biennial budget contains funding of \$20,000 for this project.

RECOMMENDATION

Approval.

BACKGROUND

This plan will identify opportunities for sidewalk and trail connections, create standards for trail development, establish priority phasing, provide cost estimates for priority segments, and provide strategies for implementation and financing opportunities.

The City applied for and has been awarded funding through the Heartland 2050 mini-grant program for the project in the amount of \$80,000. For a total project cost up to \$100,000, there is a required 20% local match, meaning the City's obligation would be \$20,000, which has been included in the FY22/FY23 biennial budget and the FY23 CIP. MAPA has offered to assist with the coordination of the federal funds, communication with NDOT, and procurement of the plan. MAPA would be the subrecipient of the federal funds, passed through NDOT, and would ultimately be the organization contracting with the consultant for the procurement of the plan. A steering committee comprised of City and MAPA members will provide substantive direction on the project. A stakeholder and technical committee also will be established as an advisory body for the project.

MAPA released a request for qualifications in relation to this project in October of 2022 and 6 proposals were received by the January 10th deadline. The steering committee reviewed the proposals and created a short list of 3 firms, and consultant interviews have been scheduled for February 21st. With City Council approval of this agreement, and upon completion of the interviews, a detailed scope of work and terms of an agreement will be negotiated with the finalist. The preliminary timeline for this plan estimates completion in the spring or early summer of 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH THE METROPOLITAN AREA PLANNING AGENCY (MAPA) TO PROCURE AND ADMINISTER FUNDING FOR AN ACTIVE MOBILITY PLAN FOR THE CITY OF LA VISTA.

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

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

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

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

**LOCAL MATCH AGREEMENT
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND THE CITY OF LA VISTA
FOR THE LA VISTA ACTIVE MOBILITY PLAN**

1. **Parties** This Local Match Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as "MAPA"), and the City of La Vista (hereinafter referred to as "the City").
2. **Purpose** The purpose of this Agreement is to establish the terms and conditions under which MAPA and the City will administer and fund the La Vista Active Mobility Plan (hereinafter referred to as "the Project").
3. **Background** The City applied for and has been awarded funding through the Heartland 2050 mini-grant program for the Project. The overall objective of the Project is to produce a comprehensive active mobility plan to guide the planning and construction of trails, sidewalks, and associated facilities in La Vista to create additional opportunities for residents and visitors for recreation, access to employment and services, and economic development generation.
4. **Term of Agreement** This Agreement is effective upon the latest date signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for at least three years from the date of the final cost settlement under MAPA's agreement with NDOT.
5. **Conditions of Agreement** MAPA shall be considered the subrecipient of federal funds passed through NDOT. MAPA will be responsible for the administration of the federal funds in accordance with applicable laws, rules and regulations, including the selection, engagement and oversight of the consultant, reporting to NDOT for reimbursement of federal funds, disbursing payment to the consultant and securing an audit in accordance with 2 CFR 200. The City shall reimburse MAPA for all consultant costs on behalf of the Project that exceed the Agreement of federal funding, but the City's maximum obligation to MAPA shall be no more than \$20,000. MAPA may request payment from the City, in advance of or after incurring consultant costs, any Agreement up to the maximum Agreement stated herein, which shall be due from the City within 30 days of receipt of an invoice from MAPA. Upon completion of the Project, MAPA shall reimburse any funds received from the City that were not paid to the consultant. A Steering Committee shall be established and composed of members from the City and MAPA who shall direct the Project, including development of a detailed scope of work. A Stakeholder and Technical Committee shall be established as an advisory body to the Project. A consultant shall be engaged by MAPA to conduct the Project. Project costs are estimated in the following:

MAPA secured Federal Funding	\$80,000
City of La Vista Local Match	<u>\$20,000</u>
Total Consultant costs	\$100,000

As a federal-aid project, the Project must comply with all applicable federal and state requirements and policies. MAPA and its staff are responsible for ensuring that administration of the Project complies with these requirements and policies. Should the project fail to meet any eligibility requirements through the fault of the City, the City understands that it could potentially result in the partial or total repayment of federal funds expended on the project and that in such case the City agrees to repay MAPA all previously paid federal funds, as determined by the NDOT, and any costs or expenses the NDOT has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of MAPA.

6. **Signatures** In witness whereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement as of the latest date specified below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Executive Director Date

BY: _____ Date _____

PRINT NAME _____

PRINT NAME _____

CITY OF LA VISTA

ATTEST:

BY: _____
Mayor _____ Date _____

BY: _____
City Clerk Date

PRINT NAME Douglas Kindig

PRINT NAME Pamela A. Buethe, CMC

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

Subject:	Type:	Submitted By:
APPROVE CONTRACT – CALEA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve a contract with the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) in an amount not to exceed \$11,450.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The Police Department received a Department of Justice grant to support the department's efforts to become accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). The grant includes funds for the CALEA fee.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONTRACT WITH THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES, INC. (CALEA) IN AN AMOUNT NOT EXCEED \$11,450.00.

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

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Accreditation Proofs

Chapter 11: Organization and Administration

11.3.2 – Supervisor accountability for subordinates

Chapter 16: Allocation and Distribution of Personnel and Personnel Alternatives

16.3.8 – Written directive requires performance evaluations for reserve officers be conducted in accordance with the standards in Chapter 35 (Performance Evaluation).

Chapter 17: Fiscal Management and Agency Property

17.5.4 – Electronic Data Storage.

Chapter 22: Compensation, Benefits, and Conditions of Work

22.2.6f – employee assistance program. Training of designated supervisory personnel in the program services, supervisor's role and responsibility, and identification of employee behaviors which would indicate the existence of employee concerns, problems and/or issues that could impact employee job performance.

Chapter 25: Grievance Procedures

25.1.2 – Coordination and control of grievance records.

25.2.3 – Annual analysis of grievances.

Chapter 26: Disciplinary Procedures

26.1.2 – Recognition and awards. Procedures and criteria for recognizing superior performance.

26.1.3 – Sexual harassment as an criteria to be considered in EI flags.

26.1.4 – Written directive establishes a disciplinary system, to include:

- a. procedures and criteria for using training as a function of discipline;
- b. procedures and criteria for using counseling as a function of discipline; and
- c. procedures and criteria for taking punitive actions in the interest of discipline.

26.1.5 – Written directive specifies the role of supervisors and the authority attendant to each level of

supervision and command relative to disciplinary actions.**26.1.6** – Appeal procedures for discipline

26.1.8 – Maintenance of records of disciplinary actions.

Chapter 33: Training and Career Development

33.1.5 – Remedial training documented in GT.

33.7.1 – Civilian orientation.

Chapter 34: Promotion.

34.1.3 – Promotion potential. Raters may refer to the documentation in GT when evaluating the promotional potential of candidates

34.1.7 – Documentation on new supervisors during their probationary period.

Chapter 35: Performance Evaluations.

35.1.1 d – Rater Training (Guardian.ppt worked well here)

35.1.3 – Quarterly evaluations for entry level probationary and reserve. Incident details may serve as this purpose.

35.1.5 – Justifying high or low scores with supporting documentation.

35.1.6 – Written notification 90 days prior.

35.1.7 – Employee counseling. Counseling, goals, performance plans documented in GT.

35.1.8 – Supervisors evaluated on the quality of their ratings.

35.1.9 – Early Warning System

Chapter 52: Internal Affairs

52.2.1 – Types of complaints to be investigated by line and IA.

52.2.2 – Notification of chief. The less serious – those not requiring immediate explanation, the notification could take place by Guardian Tracking.

52.2.8 – Conclusion of fact.

Chapter 53: Inspectional Services

53.1.1 c – Supervisor responsibility concerning follow-up on inspections. This may not work for all, but I had a failure to correct an inspection issue and therefore it was documented using the Guardian.

THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT
ACCREDITATION AGREEMENT

This Agreement is entered into between the La Vista Police Department located at 7701 South 96 street, La Vista, NE 68128, telephone number 402-331-1582, hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 160, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as "CALEA."

WITNESSETH

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

2.1 Provide all information, documents, files, records, and other data as required by CALEA so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.

2.2 Fully and accurately respond to all communications from CALEA within ten (10) business days from the receipt thereof.

3. CALEA'S RESPONSIBILITIES: CALEA agrees to:

3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.

CALEA will not accept this agreement if it is not executed by June 30, 2023.

November 2016

3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.

3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of CALEA, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Upon expiration of the 36 month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
- (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
- (d) Upon expiration or revocation of the Agency's accredited status; or
- (e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 CALEA may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

5. MODIFICATION:

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

5.2 The Agency recognizes and acknowledges that it will be necessary for CALEA to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, CALEA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. The initial accreditation fee includes access to CALEA PowerDMS Accreditation Tool software. The software log in credential will be provided after this Agreement is executed. All accreditation fees must be paid in full prior to requesting on-site assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) Accreditation Payment Option

Our agency elects Single installment(s) accreditation payment option. The amount of \$11450 is herein remitted to CALEA. Purchase Order, is herein remitted with Agreement.

AND

The Agency will be billed for CALEA's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee of \$4065 is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award with the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. CALEA AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, CALEA shall be acting as an independent contractor and neither CALEA nor any officer, employee, or agent of CALEA will be deemed an employee of the Agency. The selection and designation of the personnel of CALEA in performance of its responsibilities under this Agreement shall be made by CALEA.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

8. AUTHORITY:

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

9.1 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.

10. SEVERABILITY:

10.1 If any provision 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 it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that CALEA's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by CALEA or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent 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.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 Agency accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS:

16.1 CALEA Publications are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means - electronic, mechanical, photocopying, recording or otherwise - without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS:

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

18. POWERDMS DOCUMENT ACCREDITATION MANAGEMENT SOLUTION:

18.1 CALEA recognizes PowerDMS, Inc. ("PowerDMS") as exclusive provider for CALEA accreditation management software.

19. CONFIDENTIALITY:

19.1 CALEA shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to this Agreement. CALEA shall not disclose, distribute, or release to any person or organization contents thereof, either provided by the Agency or developed by CALEA in the furtherance of its responsibilities under this Agreement.

Exceptions to this confidentiality clause include valid court orders issued by any federal or state court directing the release of such information. Additionally, CALEA shall be authorized by the Agency to conduct an open meeting regarding the Agency's candidacy for accreditation, or, its continued compliance with applicable standards. This shall include but not be limited to all factual matters relating to the assessment of the agency for accreditation, and all comments which form a basis for the opinion either in favor of or against accreditation.

Requests to waive the open meeting exclusion must be made by the Agency in writing and define the specific content or information held by CALEA that shall not be disclosed.

Notwithstanding specific instructions of the Agency, any agent or employee of CALEA shall be authorized to receive information, either provided by the Agency or developed by the CALEA in furtherance of its responsibilities under the agreement.

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on _____, 20 _____.

Witness:

By _____

By _____
(signature)

Robert S Lausten
(typed name)

Chief of Police
(title)*

By _____

By _____
(signature)

(typed name)

(title)**

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on _____, 20 _____.

Witness:

The Commission on Accreditation for Law Enforcement Agencies, Inc.

By _____

By _____

Executive Director

*Title of the Agency's Chief Executive Officer.

**Title 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.

Adm 61-06/2020

La Vista Police Department

Addendum to Agreement

Enrollment to be Effective March 1, 2023

La Vista Police Department

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

Subject:	Type:	Submitted By:
APPROVE CONTRACT – DAIGLE LAW GROUP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve a contract with Daigle Law Group, Plantsville, CT, for accreditation assistance in an amount not to exceed \$70,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The Police Department received a Department of Justice grant to support the department's efforts to become accredited by the Commission on Law Enforcement and Accreditation (CALEA). The grant included funding for professional services associated with the accreditation process. Daigle Law Group, sole-source provider, has been identified as the industry leader in providing agencies with this type of assistance. Daigle Law Group specializes in police practice consultation with emphasis on policies, operations, and investigations. The contract with Daigle Law Group includes development of a policy manual, policy audits and assessment creation, as well as policy maintenance and compliance audit. The service provides two years of support.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONTRACT WITH DAIGLE LAW GROUP, PLANTSVILLE, CT, FOR ACCREDITATION ASSISTANCE IN AN AMOUNT NOT EXCEED \$70,000.00.

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

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Daigle Law Group, LLC

Accreditation Program Development

Scope:

Attorney Eric Daigle has extensive experience in developing, implementing, and maintaining police policies, which meet local and national accreditation, while ensuring the Department complies with constitutional policing standards.

As the demand for law enforcement agencies to become accredited increases, the Daigle Law Group will work with Departments in obtaining their accreditation and compliance goals.

Accreditation compliance is a time-intensive endeavor for any Department. DLG consultants will work with Departments throughout their accreditation process to provide expertise, guidance and support.

The Daigle Law Group has developed multiple levels and depths of projects to meet the individual Department's needs from a Policy Audit to Accreditation Program maintenance, or if necessary and requested a complete drafting of a policy and procedure manual.

Level I: Policy Audit

The process begins with an analysis of the department's current policies and procedures to identify a blueprint for success. The DLG consultant will compare the Department's current policy manual to either Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) or State specific accreditation standards to determine their current level of compliance. Using years of experience drafting policies based on applicable accreditation standards, the DLG consultant will review all applicable standards and provide the Department with written feedback as to the state of their current policy manual, areas of concern and areas of immediate need.

Level II: Create Accreditation in PowerDMS (link policies only)

The creation of an accreditation assessment in PowerDMS is a time-intensive project. The process involves linking relevant policy language to individual accreditation standards in a systematic and coherent matter. Initial set up of an accreditation assessment is crucial as it is the foundation for compliance for the current and future assessments. Once the DLG consultant determines that the Department's policies are compliant with the applicable state or CALEA standards (Level I), the DLG consultant will create the assessment in PowerDMS and link the appropriate policies to the standards. This process involves the linking of current policies to the accreditation standards only, not the drafting of policies or the locating and linking of "proofs." However, as DLG consultants have extensive experience in accreditation programs, they will support the Department throughout the process by providing guidance and suggestions as to accreditation compliance.

Level III: Compliance Audit

The accreditation process, whether mandated or voluntary, requires more than policy compliance. Each accreditation program requires that Departments not only have applicable policies, but they must prove that they are adhering to not only the standard, but to their own policy. To that end, DLG can assist department's by reviewing the Department's policies as well as the Department's "proofs" of compliance. Once a Department, or DLG as requested, has created their assessment in PowerDMS, DLG will log into PowerDMS and review the policies and proofs to determine applicability. The DLG consultant will review the relevant standards and proofs and provide the Department with written recommendations.

The Compliance Audit for the purposes of this proposal does not have to be completed all at once. This process can be structured as an ongoing process where the Department, as they complete an accreditation chapter with policies and proofs, requests that the DLG consultant review that specific section for compliance. Sections can be reviewed multiple times at the direction of the Department and only those sections the Department requests to be reviewed will be completed.

The Compliance Audit may include a Site Inspection review by the DLG consultant. This Site Inspection review will include a review of facilities and those items which are listed as "observable" standards in the various accreditation programs. Following a Site Inspection review, the DLG consultant will provide written feedback as to their impressions and recommendations in light of the accreditation standards.

Level IV: Policy Manual and Create Accreditation

The Daigle Law Group will develop the Department's policy and procedures manual based upon the scope of services provided in section B.1. of this proposal. After all policies are drafted and approved by the Department, the DLG consultant will begin to provide the entire range of services provided above including linking policies to the relevant accreditation standards. The DLG consultant will continue to work with the Department by conducting ongoing Compliance Audits with the Department as they progress towards their accreditation assessment. Additionally, the DLG consultant will assist the Department with a formal mock assessment, with local police accreditation coalition members as requested by the Department, including planning and execution of the mock assessment, as necessary. The DLG consultant may also assist with any onsite assessment, as requested by the Department.

Limitations:

The Daigle Law Group does not make application to the various assessment organization on behalf of the client.

Timetables:

The timetable for completion of accreditation depends on the extent of services requested by the Department. A DLG Policy Audit can be completed relatively quickly, probably in a matter of 30-60 days depending on the individual accreditation program reviewed. Completion of an entire policy manual takes between twelve (12) and eighteen (18) months.

Compliance Audits are completed “on-demand” when the Department completes section and requests review. As such, Compliance Audits are completely dependent upon the progress of the individual department.

To complete the entire Accreditation Compliance process from Policy Audit until the assessment review is approximately twenty-four (24) to thirty-six (36) months.

AGREEMENT TO PROVIDE SERVICES

This Agreement, dated January __, 2023, is made between the AGENCY,

La Vista Nebraska Police Department

7701 S 96th Street
La Vista, NE 68128

referred to as the "Agency" or "You", and **Daigle Law Group, LLC** "DLG", whose address is: 960 South Main Street, Plantsville, CT 06479, referred to as the "Law Firm."

1. **SERVICES TO BE PROVIDED.** You agree that Attorney Eric P. Daigle, the Law Firm and its contractors will conduct Consulting Services for the La Vista Police Department

The scope of the work includes: Policy and Procedure Development, Accreditation services and Assessment Compliance Audits.

Policy and Procedure Development include the review and analyze the current policy and procedure manual in operation at the La Vista Nebraska Police Department. DLG will develop policies and procedures that meet State Law, common industry standards, State and national Accreditation Standards includes linking relevant policy language to individual accreditation standards in a systematic and coherent matter. Initial set up of an accreditation assessment is crucial as it is the foundation for compliance for the current and future assessments.

Assessment Compliance Audits include logging into PowerDMS and review the policies and proofs to determine applicability. The DLG consultant will review the relevant standards and proofs and provide the Department with written recommendations.

The scope of the work includes reviewing documents, conducting interviews, review policies and procedures, and drafting documents as required, including correspondence and drafting an assessment report. The scope of the work will also include preparation for, and testimony at, any hearings, depositions, or other legal proceedings.

2. **ADDITIONAL LEGAL SERVICES.** If you need any other services which may or may not be related to the above matter, you and the Law Firm may make a new agreement to provide the other services.

3. **FEES.** The Law Firm cannot predict or guarantee the final amount of the bill. The final amount will depend on the total amount of time required to develop, review and implement new policies and procedures.

A. **INITIAL PAYMENT.** No initial payment is required.

B. **PAYMENT.** You agree to pay the Law Firm for consulting services at the rate of \$200.00 per hour.

C. ALL SERVICES WILL BE BILLED. You will be billed at the hourly rates set forth in paragraph 3B for all services rendered. These services include: review, developing, drafting policies and procedures. Also, telephone calls, reviewing documents, analysis of information, participate in conferences, as well as any other service relating to this matter.

D. COSTS AND EXPENSES. In addition to fees, you must pay the all reasonable costs and expenses directly related to the policy development and consultant services described in section 1 above.

4. TERMINATION. You have the right to terminate services at any time by delivering a signed letter notifying DLG of the termination of our relationship. You shall remain liable for, and shall promptly pay, all fees earned and costs advanced through the time and date of my receipt of such notice of termination. Similarly, we shall retain my right to withdraw from this project at any time, and for any reason (including, without limitation, nonpayment of my fees and costs) upon reasonable written notice to you.

5. NO GUARANTEE. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you.

6. YOUR RESPONSIBILITY. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement

7. PRIVACY POLICY. DLG will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that DLG may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and DLG does not warrant or guaranty that information Agency transmits utilizing the DLG system or online platform is 100% secure.

8. POLICY ADOPTION. Agency hereby acknowledges and agrees that any and all policies included in the Material provided by DLG have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither DLG nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy.

9. INDEMNIFICATION. In developing the policies, DLG has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Materials are provided to Agency. While DLG has made such a good faith effort, Agency acknowledges and agrees that DLG will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Materials.

10. LIMITATION OF LIABILITY. DLG's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or

relating to this Agreement or the use of any Materials shall not exceed the subscription fees actually paid to DLG for the use of the Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall DLG be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if DLG has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. MISCELLANEOUS.

- A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Connecticut without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
- B. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by DLG, and shall not be considered binding on DLG unless specifically agreed to in writing by it.
- C. Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.
- E. Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.
- F. Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.
- G. General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be



drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

H. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

I. Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

J. Waiver. DLG's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

SIGNATURES. You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

By: _____
ATTORNEY: Eric P. Daigle
Date:

CLIENT: _____
Date:

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

Subject:	Type:	Submitted By:
APPROVE CONTRACT – GUARDIAN TRACKING PERFORMANCE MANAGEMENT SYSTEM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve a 24-month contract with TARGETSOLUTIONS, LLC d/b/a Vector Solutions, Tampa, FL, for a performance management/internal affairs/force reporting system in amount not to exceed \$10,561.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The Police Department received a Department of Justice grant to support the department's efforts to become accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA). The grant includes funding for the acquisition of a performance management software to track employee performance, complaints, accommodations, and use of force reporting. The software will assist the department in developing an "early-warning" system to identify personnel in need of additional training before an adverse incident takes place. It also encourages high performance by recognizing individuals who go above and beyond. The software will assist with compliance of at least 26 accreditation standards.

Contract Breakdown:

1st Year: \$5,408.00

2nd Year: \$5,153.00

24-Month Total: \$10,561

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A 24-MONTH CONTRACT WITH TARGETSOLUTIONS, LLC D/B/A VECTOR SOLUTIONS, TAMPA, FL FOR A TRACKING PERFORMANCE MANAGEMENT SYSTEM IN AN AMOUNT NOT EXCEED \$10,561.00.

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

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

TargetSolutions Learning, LLC Agreement Schedule A

Date: Thursday, January 19, 2023

Client Information

Client Name: La Vista Police Department (NE)	
Address: 7701 South 96th Street La Vista, NE 68128	
Primary Contact Name: Bob Lausten	Primary Contact Phone: 402-331-1582

Agreement Term

Effective Date: 04/01/2023	Initial Term: 24 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name:	Billing Address: 7701 S 96th St La Vista, Nebraska 68128	Billing Phone:
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
VGS-GTEPMS	Guardian Tracking	Annual Subscription for Guardian Tracking -- Employee Performance Management Software	53	\$86.00	\$4,558.00
VGS-GTMAINT	Guardian Tracking - Annual Maintenance	Guardian Tracking - Annual Maintenance Fee	1	\$350.00	\$350.00

Annual Total: \$4,908.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
VGS-GTIMP1	Guardian Tracking Implementation & Training: 1-75	Guardian Tracking - Implementation Fee for up to 75 users (One-time fee includes: database creation, admin and user training)	1	\$500.00	\$500.00

One-Time Total: \$500.00

Grand Total (including Annual and One-Time): \$5,408.00

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. For example, excluding one-time fees, purchases of additional products, or changes in Named User counts, the Renewal Term following the Initial Term shall be increased by \$245.40 increasing the amount owed to \$5153.00. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

7701 South 96th Street
La Vista, NE 68128

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. SERVICES. We shall provide the following Software as a Service ("Services"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "Named User" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the “**Expiration Period**”). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action ; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED “AS IS,” AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third- party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You knowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively “LiveSafe Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("User Generated Content") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("Our Other Customers"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

La Vista Police Department (NE)
7701 South 96th Street
La Vista, NE 68128

By: _____

By: _____

Printed Name: Bill Lebrun

Printed Name:

Title: Director of Sales

Title:

Date: _____

Date: _____

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

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – TRAINING SIMULATOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to authorize the purchase of an interactive training simulator and on-site training from Digimation/DART Range, Lake Mary, FL in an amount not to exceed \$33,000.

FISCAL IMPACT

Funding is provided through the Department of Justice Grant Award.

RECOMMENDATION

Approval.

BACKGROUND

The Police Department received a Department of Justice grant to support the de-escalation training by use of a training simulator. The DART simulator has been identified as the best choice for the department. Grant award funds will cover the purchase and acquisition of the training simulator as well as on-site training. The equipment is priced at \$29,200 and estimated training costs are \$3,800 for a total of \$33,000.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF AN INTERACTIVE TRAINING SIMULATOR AND ON-SITE TRAINING FROM DIGIMATION/DART RANGE, LAKE MARY, FL IN AN AMOUNT NOT TO EXCEED \$33,000.00.

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

WHEREAS, the Police Department received a "de-escalation" specific grant award from the Department of Justice in the amount of \$75.000, and

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**From:**

Remit Payment To | checks payable to "Digimation"

Digimation | DART Range
4300 W. Lake Mary Blvd.
Suite 1010 #405
Lake Mary, Florida 32746
(407) 833-0600
Federal Tax ID 72-126 2714

Quote Number	1342-7699
Quote Date	January 23, 2023
Valid Until	February 28, 2023
Total	\$3,500.00

To:

La Vista Police Department
kgomon@cityoflavista.org

Hrs/Qty	Service	Rate/Price	Sub Total
1	DART Technical Training 1 Day hardware & software training on the DART system at customer location for 1-2 people. **travel expenses to be invoiced separately based on current travel pricing with no markup - if required**	\$2,000.00	\$2,000.00
1	Travel Expenses Includes all travel expenses related to the training (i.e. airfare, lodging, food, etc.) This quote is based on travel scheduled 60+ days from receipt of purchase order.	\$1,500.00	\$1,500.00

Sub Total	\$3,500.00
Tax	\$0.00
Total	\$3,500.00

Questions? Contact Dave Nielsen at daven@dartrange.com or (407) 280-1169.

FREE DART Technical Training offered in Lake Mary, Florida (within 1 year of purchase)

7% sales tax for all Florida businesses without tax-exempt status.

3% processing fee will be added for credit card payments



Quote

From:

Remit Payment To | checks payable to "Digimation"

Digimation | DART Range
4300 W. Lake Mary Blvd.
Suite 1010 #405
Lake Mary, Florida 32746
(407) 833-0600
Federal Tax ID 72-126 2714

Quote Number	1311-7321
Quote Date	October 17, 2022
Valid Until	January 31, 2023
Total	\$29,200.00

To:

La Vista Police Department
kgomon@cityoflavista.org

Hrs/Qty	Service	Rate/Price	Sub Total
2	DART ST System DART system with short-throw camera assembly.	\$7,500.00	\$15,000.00
2	Short-throw Projector with Speaker Short-throw projector with cables, and portable enhanced speaker with noise filter.	\$1,500.00	\$3,000.00
1	DART Studio Software with enhanced capabilities for creating scenario-type situations using realistic-looking TruTargets.	\$2,000.00	\$2,000.00
2	DART Training Academy *Discounted \$2000 below* Individual training modules consisting of video instruction and customized drills designed to focus on specific real-world learning objectives.	\$3,000.00	\$6,000.00
1	Visible Weapon *Discounted 100% below* Simulates the mechanics of the Glock 19 including its individual parts, function, field stripping, and cycle of operation.	\$500.00	\$500.00
1	Pistol Drills *Discounted 100% below* 30 assorted pistol drills.	\$500.00	\$500.00
1	DART 2-year Extended Warranty *Discounted 100% below* Adds 2 years to standard 1-year warranty, for a total of 3 years	\$500.00	\$500.00
2	Blackbeard AR-15 Conversion Kit Conversion kit for AR-15 rifle. Only for gas-operated systems.	\$300.00	\$600.00
4	Laser Training Weapon - equivalent to GLOCK 19 Gen5 GLOCK 19 Gen5 form training weapon with IR laser	\$700.00	\$2,800.00
8	Extra Magazine Extra magazine for training weapon	\$50.00	\$400.00
2	Travel Package Wheeled travel case, multi-port surge suppressor, extension power cable	\$500.00	\$1,000.00
2	Shipping UPS Ground	\$200.00	\$400.00

Sub Total	\$32,700.00
Tax	\$0.00
Discount	-\$3,500.00



Quote

Total	\$29,200.00
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Questions? Contact Dave Nielsen at daven@dartrange.com or (407) 280-1169.

FREE DART Technical Training offered in Lake Mary, Florida (within 1 year of purchase)

7% sales tax for all Florida businesses without tax-exempt status.

3% processing fee will be added for credit card payments

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

Subject:	Type:	Submitted By:
DECLARE SURPLUS EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to declare the listed equipment as surplus and authorizes the sale of said items:

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL/VIN #</u>
1968	Lincoln Welder	60 CY	AC-232630
1968	Lincoln Welder	225 AMP	7533-801
2005	H&H Trailer	8.5'x 12'	4J6US12165B067379
1999	H&H Trailer	8.5'x 12'	4J6US121XXB901205
1999	H&H Trailer	8.5'x 12'	4j6US1215XB903203
1993	Trailer	19'	Homemade
1994	Wayne/Hauling Trailer	4700	6983
2009	Ford	F-550	1FCAF57R89EA94192
2009	Western Snow Plow	Ultra-Mount	N/A
2011	Toro Tri-Flex Mower	3300	04510-311000235

FISCAL IMPACT

The revenue from the sale of said surplus equipment will be receipted into the General Fund.

RECOMMENDATION

Approval.

BACKGROUND

All of the aforementioned equipment has been replaced with new equipment or is no longer utilized in daily operations. The surplus equipment will be sold via sealed bid process.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

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

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – UTILITY VEHICLE AND TOPDRESSER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to authorize the purchase of one (1) Jacobsen Utility Vehicle and one (1) Topdresser from TurfWerks, Omaha, NE in an amount not to exceed \$33,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The FY23/FY24 Biennial Budget includes funding for the purchase of a utility vehicle for the new Link facility. This utility vehicle will be used for maintaining the extensive amount of landscaping associated with the Link facility and the greenspaces within Central Park. The FY24 budget included the purchase of a new topdresser to maintain the irrigated turf in Central Park and at the City's various sports fields. Staff is recommending trading in an old golf course greens mower to offset the cost of the topdresser and make both purchases in FY23 since the topdresser will be used in conjunction with the utility vehicle.

Both purchases will be made off OMNIA National Partners Cooperative Contract #20474.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) JACOBSEN UTILITY VEHICLE AND ONE (1) TOPDRESSER FROM TURFWERKS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$33,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Jacobsen Utility Vehicle and one (1) Topdresser is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a one (1) Jacobsen Utility Vehicle and one (1) Topdresser from TurfWerks, Omaha, Nebraska in an amount not to exceed \$33,000.00.

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



PARTNERS IN GROWTH

IOWA - MINNESOTA - MISSOURI - NEBRASKA

Equipment ORDER Request

Customer Name	City of LaVista Parks	Date	9/21/22
Account Number		Ship Address	
Contact Person	Jason Allen	City, State	LaVista, NE
Phone Number		Zip Code	
Email Address	jallen@cityoflavista.org	Authorized Signer & Title	

PO Number

Turfwerks Contact [Josh Shull](#)

Deliver Date _____

Special Terms _____

Notes



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

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – EQUIPMENT TRAILER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to authorize the purchase of one (1) 24 Foot Equipment Trailer from Big Rig Repair Inc, Gretna, NE, in an amount not to exceed \$9,000.

FISCAL IMPACT

The FY23/FY24 Capital Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The proposed purchase would provide the Parks Division with an additional trailer to haul multiple front-deck mowers during facility, ROW, and parks mowing operations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) 24 FOOT EQUIPMENT TRAILER FROM BIG RIG REPAIR, INC, GRETNA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$9,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) 24 Foot Equipment Trailer is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a one (1) 24 Foot Equipment Trailer from Big Rig Repair, Inc, Gretna, Nebraska in an amount not to exceed \$9,000.00.

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

BIG RIG REPAIR, INC
23188 HIGHWAY 6

GRETNNA, NE 68028

Phone: (402) 332-4833 Fax: (402) 332-5089

QUOTE FROM GRETNNA, NE LOCATION

BRT

DATE: 01/10/2023 TIME: 10:27:46
ACCT NO: 3314343 TERMS: Due on 10th
SLS ID/REP: AK / JOB:
PO NUM:
SHIP VIA: Customer Pickup
TAX EXEMPT#: SECT B - CAT #1
PAGE: 1
QUOTE: 215980

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

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

Q U O T E

BRIAN 402-331-8927

(402) 331-4343

PL	ITEM NUMBER	DESCRIPTION	*-----QUANTITY-----*				YOUR PRICE	EXT AMOUNT
			CORE	ORDERED	SHIP	B/O		
PJT	CEJ2252ESRK	5"CHANNEL 83X22	0.00	1	1		6964.10	6964.10 N
PJT	J=2' DOVETAIL W/4' HD S	2' DOVETAIL W/4' HD F	0.00	1	1		703.30	703.30 N
SWAP OUT COUPLE FOR PINTLE RING								
PJT	-SR22	2X2 REMOVABLE SIDE RA	0.00	22	22		46.80	1029.60 N
TTR	9400407	225/75R15 LR-D 6LUG B	0.00	1	1		165.00	165.00 N
BUY	B38SP	D-RING,STAKE POCKET,B	0.00	4	4		25.00	100.00 N
6 ACTUAL WELDED AND 16 OPEN STAKE								

PRICES ON THIS QUOTE ARE GOOD FOR 15 DAYS ON INSTOCK ITEMS
ONLY.

ALL SPECIAL ORDERS ARE TO BE PREPAID AND ARE NON RETURNABLE.

WEIGHT:	.00	TAXABLE:	.00	SUB TOTAL:	8962.00
TENDER:	.00 CH	NON-TAX:	8962.00		
CHANGE:	.00	LABOR:	.00	FREIGHT:	.00
		CORE:	.00	TAX:	.00
				INV TOTAL:	8962.00

X_____

RECEIVED BY

9 BRT NEB

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

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – COMPUTER EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to authorize the purchase of Dell computers and accessories for numerous City departments on the State Contract Bid in an amount not to exceed \$77,092.15.

FISCAL IMPACT

The FY23 Information Technology budget provides funding for the proposed computer equipment purchase.

RECOMMENDATION

Approval.

BACKGROUND

The I.T. Department, in conjunction with Sarpy I.S., annually reviews the City's computer inventory. Decisions to replace computers are based on age, warranty, function, and growth. First, we look at the age of the computer and its warranty. Aging computers are put on a scheduled replacement to ensure they provide optimal performance for staff and the public. Second, we review the function and usage of a computer. If a machine is in a low usage location, we may decide to postpone replacement until the following year. There are also times when moving outgoing computers to a low usage location is more practical than purchasing a new machine. Finally, as there are additional computer needs for various positions and departments, the decision is made to add additional computers to the City's inventory.

By applying this strategy and incorporating other cost saving measures, we were able to save almost \$11,000 from what was budgeted for this year's computer order.

Based on the above, we request authorization to purchase (40) Dell computers for the following departments: Administrative Services (1); Administration (1); Building Maintenance (1); City Clerk (2); Communications (1); Community Development (3); Finance (1); IT (2); Library (16); Police (5); Public Works (7).

A copy of the quotes are available in the office of the City Clerk.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF FORTY ONE (41) DELL COMPUTERS AND ACCESSORIES ON THE STATE CONTRACT BID FROM DELL IN AN AMOUNT NOT TO EXCEED \$77,092.15.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of forty-one (41) computers and accessories for various City departments is necessary; and

WHEREAS, the FY23 Information Technology budget provides funding for the proposed computer equipment purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of forty one (41) Dell Computers and accessories on the state contract bid from Dell in an amount not to exceed \$77,092.15.

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**City of La Vista
FY23 IT Computer Order**

Department	Location	Current Computer	New Computer	Quantity
Administrative Services	Admin Services Office	Dell AIO	Dell 2-in-1	1
				1
Administration	CH Front Office	Dell AIO	Dell 2-in-1 32	1
				1
Building Maintenance	LVPD	Dell Tower PC	Dell Micro PC	1
				1
City Clerk	CH Front Office	Dell AIO	Dell AIO	1
City Clerk	CH Front Office	Dell AIO	Dell AIO	1
				2
Communications	Comm. Office	MS Surface Book 2	Dell XPS Laptop	1
				1
Community Development	CD Office	Dell Laptop	Dell 2-in-1	1
Community Development	CD Office	Dell Laptop	Dell Precision Laptop	1
Community Development	CD Office	Dell AIO	Dell AIO	1
				3
Finance	CH/Finance	Dell AIO	Dell 2-in-1	1
				1
IT	IT Office	Dell Laptop	Dell Laptop	1
IT	IT Office	Lenovo Laptop	Dell 2-in-1 32	1
				2
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell Tower PC	Dell AIO	1
Library	Library	Dell Tower PC	Dell AIO	1
Library	Library	Dell Tower PC	Dell AIO	1
Library	Library	Dell Tower PC	Dell AIO	1
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell Tower PC	Dell AIO	1
Library	Library	Dell Tower PC	Dell AIO	1
Library	Library	Dell AIO	Dell AIO	1
Library	Library	Dell Laptop	Dell Laptop	1
				16
Police	PD	Dell Tower PC	Dell Micro PC	1
Police	PD	Dell Laptop	Dell Laptop	1
Police	PD	Dell AIO	Dell 2-in-1	1
Police	PD	Dell AIO	Dell AIO	1
Police	PD	Dell AIO	Dell AIO	1
				5
Public Works	PW Hupp Dr.	Dell AIO	Dell AIO	1
Public Works	PW Main	Dell Laptop	Dell 2-in-1	1
Public Works	PW Main	Dell Laptop	Dell Laptop	1
Public Works	Soccer Complex	Dell Laptop	Dell Micro PC	1
Public Works	PW Main	Dell AIO	Dell AIO	1
Public Works	PW Main	Dell AIO	Dell AIO	1
Public Works	PW Main	Dell Laptop	Dell Laptop	1
				7
Computer Total				40

Computer Type	Quantity	Unit Cost	Total Cost
Dell AIO	23	\$1,420.00	\$32,660.00
Dell 2-in-1	5	\$2,598.84	\$12,994.20
Dell 2-in-1 32	2	\$2,817.30	\$5,634.60
Dell XPS Laptop	1	\$2,661.69	\$2,661.69
Dell Precision Laptop	1	\$3,339.84	\$3,339.84
Dell Laptop	5	\$2,169.24	\$10,846.20
Dell Micro PC	3	\$1,362.61	\$4,087.83
Computer Total	40		\$72,224.36
Monitors and Accessories			\$4,867.79
FY23 Computer Order Total			\$77,092.15

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

Subject:	Type:	Submitted By:
CHANGE ORDER NO. 3 – PARKING GARAGE NO. 1 AND NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No. 3 to the contract with Sampson Construction to provide for additional items of work for Garage No.1 and Garage No. 2 in the amount of \$63,411.44. The total contract price will not exceed \$12,533,686.87

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

A contract was approved with Sampson Construction on September 22, 2021, to construct a four level, 500 stall parking garage on Lot 7 of La Vista City Center. Change Order No. 3 includes \$6,104.67 in additional stand piping that was required as part of the Fire Marshal's review comments, with the remaining \$57,306.77 to upgrade the lighting within the offsite parking signs and north portal entrance of Parking Garage No. 1. Including the lighting upgrades within the existing contract with Sampson allows for the City to realize contractual and supply chain efficiencies to complete the work. A list of the Change Order No. 3 items is attached.

Change Order No. 3 will increase the contract amount by \$63,411.44 for a revised total amount not-to-exceed \$12,533,686.87.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 3 TO THE CONTRACT WITH SAMPSON CONSTRUCTION, OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONAL ITEMS OF WORK FOR PARKING GARAGE NO. 1 AND PARKING GARAGE NO. 2 IN THE AMOUNT OF \$63,411.44. THE CONTRACT PRICE WILL NOT EXCEED \$12,533,686.87.

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
10-17105-40_La Vista City Centre Parking Garage No. 2 LaVista, NE	Contract For: General Construction Date: September 22, 2021	Change Order Number: 03 Date: January 17, 2023
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
City of LaVista 8116 Park View Blvd LaVista, NE 68128	DLR Group inc. (a Nebraska corporation) 6457 Frances Street, Suite 200 Omaha, NE 68106	Sampson Construction Co., Inc. 5825 South 14 th Street Lincoln, NE 68512

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Labor and material to add lights to Parking Garage No. 1 per COR-11.	\$57,306.77
2. Add additional stand pipe per ASI #6 per COR-14.01.	\$6,104.67
Total: \$63,411.44	

The original Contract Sum was	\$ 12,514,000.00
The net change by previously authorized Change Orders	\$ -43,724.57
The Contract Sum prior to this Change Order was	\$ 12,470,275.43
The Contract Sum will be increased by this Change Order in the amount of	\$ 63,411.44
The new Contract Sum including this Change Order will be	\$ 12,533,686.87

The Contract Time will be unchanged by zero (0) days.

The new date of Substantial Completion will be August 30, 2023 per Pay App No. 013.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DLR Group inc. (a Nebraska corporation)

ARCHITECT (Firm name)

SIGNATURE

Matthew Gulsvig

PRINTED NAME AND TITLE

January 17, 2023

DATE

Sampson Construction Co., Inc.

CONTRACTOR (Firm name)

SIGNATURE

David Cavlovic Vice President

PRINTED NAME AND TITLE

01/31/2023

DATE

City of LaVista

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

CHANGE ORDER REQUEST No. 0014.01
TITLE: ASI #6 - Add Stand Pipe

DATE: 11/29/22

TO: CITY OF LA VISTA
9900 PORTAL ROAD
LA VISTA, NE 68128

JOB: 21108

ATTN: Pat Dowse

PROJECT:

LaVista Parking Garage
Lot 7, City Center Replat 3, LaVista
City Centre, LaVista, NE 68128

DESCRIPTION: Add additional stand pipe per ASI #6.

Response is required within 10 working days to avoid schedule and/or cost implications.
Labor

Sampson Construction Co., Inc. - Project Management (1.5 hours @ \$85.00/hr plus 10% P&O of \$12.75)	140.25
Sampson Construction Co., Inc. - Supervision and Site Support (1 hour @ \$85.00/hr plus 10% P&O of \$8.50)	93.50

Material

Bond	525.92
BR Insurance	15.03

Subcontractors

Mahoney Fire Sprinkler - Fire Sprinkler	4,775.00
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Overhead

Profit & Overhead @ 10%	554.97
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TOTAL: 6,104.67

APPROVAL: By Approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

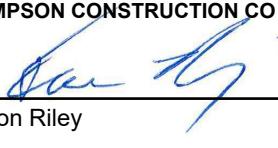
ACCEPTED:
CITY OF LA VISTA

By: _____

Pat Dowse

SAMPSON CONSTRUCTION CO INC

By: _____


Faron Riley

DLR GROUP

By: _____

Matthew Gulsvig

Date: _____

Date: 11/29/2022

Date: _____



AIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: (name and address)	CONTRACT INFORMATION:	ASI INFORMATION:
10-17105-40 La Vista City Centre Parking Garage No. 2	Contract For: General Construction Date: September 22, 2021	ASI Number: 006 Date: October 20, 2022
OWNER: (name and address)	ARCHITECT: (name and address)	CONTRACTOR: (name and address)
City of La Vista 8116 Park View Blvd La Vista NE 68128	DLR Group inc. (a Nebraska corporation) 6457 Frances Street, Suite 200 Omaha, NE 68106	Sampson Construction Co., Inc. 10982 Cumberland Dr. Papillion, Nebraska 68046

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

NOTICE TO CONTRACTOR: Amend the Project Manual and Drawings to the above referenced project as follows:

PROJECT MANUAL:

NOTE: The following Specification Sections will show Deletions in RED and crossed out. All Additions will be in GREEN and underlined with the Modification number noted, Example – [ASI-006].

ITEM NO. 1. SECTION 033000 - CAST-IN-PLACE CONCRETE

A. Delete Section 033000 in its entirety and substitute new Section as shown on Attachment No. 1.

DRAWINGS

ITEM NO. 1. DRAWING P1.1 – PLUMBING PLAN, LEVEL 1

A. Delete Drawing in its entirety and substitute new Drawing as shown on Attachment No. P1.1.

ITEM NO. 2. DRAWING P1.2 – PLUMBING PLAN, LEVEL 2

A. Delete Drawing in its entirety and substitute new Drawing as shown on Attachment No. P1.2.

ITEM NO. 3. DRAWING P1.3 – PLUMBING PLAN, LEVEL 3

A. Delete Drawing in its entirety and substitute new Drawing as shown on Attachment No. P1.3.

ISSUED BY THE ARCHITECT:

DLR Group inc.
(a Nebraska corporation)

ARCHITECT (Firm name)

SIGNATURE

Matthew Gulsvig

PRINTED NAME AND TITLE

October 20, 2022

DATE



SECTION 033000 - CAST-IN-PLACE CONCRETE

Attachment No. 1
for ASI-006 dated
October 20, 2022

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Proportioning, mixing, conveying, placing, and finishing of cast-in-place concrete.
2. Installation of concrete accessories for cast-in-place concrete.
3. Installation of embedded items furnished under other sections.

- B. Related Requirements:

1. Section 014523 – Testing Agency.
2. Section 031100 – Concrete Formwork.
3. Section 031500 – Concrete Accessories.
4. Section 032000 – Concrete Reinforcing.
5. Section 033800 – Post-Tensioned Concrete
6. Section 033900 – Concrete Curing.

1.3 REFERENCES

- A. ACI 117 – Specifications for Tolerances for Concrete Construction and Materials.
- B. ACI 214 – Evaluation of Strength Test Results of Concrete.
- C. ACI 301 – Specifications for Structural Concrete.
- D. ACI 304 – Guide for Measuring, Mixing, Transporting and Placing Concrete.
- E. ACI 309 – Guide for Consolidation of Concrete.
- F. ACI 318 – Building Code Requirements for Structural Concrete.
- G. ACI CP 10 – Craftsman Workbook for ACI Certification of Concrete Flatwork Technician/Finisher
- H. ASTM C31 – Standard Practice for Making and Curing Concrete Test Specimens in the Field.
- I. ASTM C33 – Standard Specification for Concrete Aggregates.

- J. ASTM C39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- K. ASTM C42 – Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- L. ASTM C94 – Standard Specification for Ready-Mixed Concrete.
- M. ASTM C143 – Standard Test Method for Slump of Hydraulic Cement Concrete.
- N. ASTM C150 – Standard Specification for Portland Cement.
- O. ASTM C157 – Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.
- P. ASTM C172 – Standard Practice for Sampling Freshly Mixed Concrete.
- Q. ASTM C173 – Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
- R. ASTM C227 – Standard Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method).
- S. ASTM C231 – Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
- T. ASTM C260 – Standard Specification for Air Entraining Admixtures for Concrete.
- U. ASTM C457 – Standard Practice for Microscopical Determination of Air Void Content and Parameters of the Air Void System in Hardened Concrete.
- V. ASTM C494 – Standard Specification for Chemical Admixtures for Concrete.
- W. ASTM C618 – Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
- X. ASTM C666 – Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
- Y. ASTM C672 – Standard Test Method for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals.
- Z. ASTM C 989 – Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
- AA. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- BB. ASTM C1107 – Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink).

CC. ASTM C1218 – Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.

1.4 SUBMITTALS

- A. Make submittals in accordance with requirements of Division 01.
- B. Mix Design:
 - 1. The mix design submittal shall include the following information in addition to the requirements of ACI 301:
 - a. Mix Design Designation: The title or name of the mix design that will appear on the batch tickets.
 - b. The specific concrete elements for which the mix design is intended for use.
 - c. Tests and Product data: Submit evidence demonstrating that mixtures meet all specified requirements.
 - d. The water/cementitious materials ratio.
 - e. Slump tests for the submitted mix prior to and after addition of superplasticizer (ASTM C143).
 - f. Air Content: For concrete mixes requiring entrained air, indicate anticipated air content at point of delivery based on the submitted air-entraining agent dosage.
 - g. Compressive Strength of the mix at seven (7), and 28 days (ASTM C39). For post-tensioned concrete mixes also submit a minimum of fifteen (15) tests (ASTM C39) showing the three (3) day compressive strength.
 - h. Shrinkage tests for post-tensioned concrete mix per Paragraph 2.2 J.
- C. Concrete Repairs: Submit samples of materials, product data, repair methods, and test data on proprietary compounds used for adhesion or patching ingredients to Engineer for review and approval before making concrete repairs.
- D. Jointing Plan Drawings: Submit drawings showing all planned construction joint locations for all cast-in-place concrete work. Coordinate approved jointing plans with other trades.

1.5 QUALITY ASSURANCE

- A. Work shall conform to the requirements of ACI 301, ACI 304, ACI 309 and ACI 318 except where more stringent requirements are shown on the Drawings or specified herein. The tolerances for the work shall be governed by ACI 117 and as specified or noted on the drawings.
- B. Ready-Mixed Concrete manufacturer shall be experienced in the manufacture and delivery of ready mixed concrete to projects of similar size and scope. The manufacturer and delivery of ready-mixed concrete shall comply with ASTM C94
- C. Contractor shall use only qualified flatwork finishers. At least one flatwork finisher shall be a certified ACI Flatwork Concrete Finisher/Technician as defined in ACI CP 10.

D. Testing Agency is responsible for conducting and reporting results of all tests required by Section 014523 and this Section. Contractor shall allow Testing Agency to perform all required tests prior to conveying concrete to the forms. Testing agency shall perform du-ties in a timely and expedient manner.

1.6 DELIVERY, STORAGE AND HANDLING

A. Products delivered to the site for use in concrete work shall be stored and handled to retain original quality of the products. Do not use products stored beyond the manufacturer's recommended shelf life.

B. Concrete mixtures delivered to the site shall be ready for conveyance, workable, finishable and shall have the specified properties. Addition of materials to the concrete to adjust mixture properties on site is allowed within the specified limits, but the specified time between batching and discharging concrete shall not be exceeded.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I. Use one brand throughout project.

1. For Post-tensioned Concrete: Blended Cement – ASTM C595, Type IP; “Duracem F” by the Ash Grove Cement Company, Louisville, Nebraska; or approved equal. Pozzolan content of blended cement shall not exceed 25% of cementitious materials.

B. Water: ASTM C94, clean, potable.

C. Aggregates (Normal Weight):

1. Coarse - Crushed and graded, non-reactive (alkali-aggregate) stone conforming to ASTM C33. Minimum class designations shall be 1S for all below grade construction and 5S for all other concrete. The nominal maximum aggregate size shall be 1 inch. No more than 10% of coarse aggregate shall be retained on 1 inch sieve.
2. Fine – Natural, non-reactive (alkali-aggregate) sand conforming to ASTM C33. Coal and lignite shall be limited to 0.5% by mass for fine aggregate of concrete exposed to view.

D. Fly Ash: ASTM C618, Class C or F with maximum loss on ignition of 3.0%, maximum retained on #325 sieve equal to 28%, and maximum water requirement as a percent of control equals 100%.

E. Admixtures: The following products are pre-approved; substitutions must be approved by Engineer.

1. Air Entraining: ASTM C260.
 - a. Micro-Air, Master Builders.

- b. Darex II or Daravair 1400, W.R. Grace.
- c. Protex AES, Protex Industries.

2. Water Reducing: ASTM C494, Type A.
 - a. Eucon WR-75 or WR-89, Euclid Chemical Company.
 - b. Pozzolith Polyheed 997, 220N or 322N, Master Builders.
 - c. WRDA with Hycol or Daracem 55, W.R. Grace.
3. Superplasticizer: ASTM C494, Type F.
 - a. Eucon 37, Euclid Chemical Company.
 - b. Rheobuild 1000, Master Builders.
 - c. WRDA - 19, W.R. Grace.
4. Non-chloride Accelerator: ASTM C494, Type C or E.
 - a. Accelguard 80, Euclid Chemical Company.
 - b. Pozzutec 20, Master Builders.
 - c. Polarset, W.R. Grace.
5. Corrosion Inhibitor: ASTM C494, Type C.
 - a. DCI or DCI S, W.R. Grace.
 - b. Rheocrete CNI, Master Builders
6. Each manufacturer shall certify compatibility of all admixtures combined in each mix design.
7. Calcium chloride or admixtures containing more than 0.05% chloride ions, by weight of admixture are prohibited

2.2 CONCRETE MIX REQUIREMENTS

- A. Specified strength (28-day compressive strength, f_c), maximum water/cement ratio, maximum slump, and required air contents are listed in the General Notes on the Drawings. Post-tensioned concrete mixtures shall also be designed to achieve a three (3) day compressive strength (ASTM C39) of 2,500 psi to accommodate specified stressing procedures (See Section 033800).
- B. Any concrete conveyed and placed by pumping shall contain an approved superplasticizer. Post-tensioned concrete shall contain an approved superplasticizer and corrosion inhibitor. Corrosion inhibitor shall be incorporated in the mix at the rate of three (3) gal/cubic yard
- C. Concrete flatwork placed when air temperature is below 50 degrees F. shall contain an approved non-chloride accelerator.

- D. Concrete exposed to freezing and thawing, in service condition, shall contain a minimum of 6 sacks (564 lbs.) of cement per cubic yard of 4000 psi concrete and 7 sacks (658 lbs.) of cement per cubic yard of 5,000 psi concrete. Post-tensioned concrete shall contain a minimum of 658 lbs. of approved blended cement. The column mix design may also utilize specified blended cement.
- E. Fly ash is permitted in concrete for pile caps, footings, grade beams and walls only. Limited amounts of fly ash may be used to aid pumping of slab on grade mixes. Where permitted, fly ash as a percentage of total cementitious materials shall not exceed 20%. Fly ash shall not be used in a mix containing blended cement.
- F. Total aggregate in mix shall be approximately 60% course and 40% fine.
- G. Concrete that will receive superplasticizer shall arrive at job site with a slump of 2"-3". After Testing Agency verifies slump, superplasticizer shall be added such that concrete will have a slump of 7 inches ± 2 inches when deposited in forms. Slump shall not exceed 9 inches.
- H. Water-soluble chloride ion content (by weight of cement) of concrete mixes shall not exceed 0.15% for conventional concrete and 0.06% for post-tensioned concrete (ASTM C1218).
- I. The air void system of all air entrained concrete shall have the following properties: a maximum air void spacing factor of 0.0080 inches, and surface area of air voids shall be a minimum of 600 in.² per cubic inch of air void volume (ASTM C457).
- J. For post-tensioned concrete the length change (ASTM C157 as modified below) at 28 days air drying shall not exceed 0.035% for the average of the specimens and 0.040% any individual specimen. Shrinkage testing per ASTM C157 shall be modified as follows:
 - 1. Moist cure specimens for 7 days after casting and then air dry specimens for 28 days.
 - 2. Measure and report length changes of specimens after 4, 7, 14, 21, and 28 days of air drying.

2.3 GROUT

- A. Grout compressive strength shall be 6000 psi at 28 days (ASTM C109).
- B. Grout shall be non-corrosive (chloride free), non-metallic, and non-shrink conforming to ASTM 1107. Acceptable products include the following:
 - 1. NS Grout, Euclid Chemical Company.
 - 2. Five Star Grout, U.S. Grout Corp.
 - 3. 588-10K, W.R. Meadows.
 - 4. Sure-Grip Grout, Dayton Superior Corp.
 - 5. Conspec 100, Dayton Superior Corp.

2.4 REPAIR MATERIALS

- A. Retain one or more paragraphs in this article to suit steel reinforcement requirements. Distinguish locations of each type of reinforcement here or on Drawings. If retaining Part 2 "Performance Requirements" Article, consider reviewing selections with fabricators.
- B. Bonding Agent: Use a bonding admixture to create a latex-modified bonding slurry in accordance with manufacturer recommendations. Acceptable bonding admixtures: "SBR Latex" or "Flexcon", Euclid Chemical Co., "Acryl 60", BASF, or "Sika Armatec 110 EpoCem", Sika Corp.
- C. Epoxy Adhesive: Two component, 100% solids, 100% reactive compound suitable for use on dry or damp surfaces, "Euco #452 or Euco #620", Euclid Chemical Co. or "Sikadur 32 Hi-Mod", Sika Corp.
- D. Patching Mortar: Free-flowing, polymer-modified cementitious coating, "Thin Coat", Euclid Chemical Co. or "SikaTop 122 Plus", Sika Corp.
- E. Repair Topping: Self-leveling, polymer modified high strength topping, "Thin Top Supreme", Euclid Chemical Company or "SikaTop 121 Plus", Sika Corp.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Do not place concrete on frozen ground. Verify that subgrade meets Project's earthwork requirements.
- B. Clean all forms, reinforcing and embedded items of snow, ice dust and other foreign materials before placing concrete.
- C. Set screed guides at flatwork to the proper heights to assure required slab thickness, top of slab elevation and slope. Screed guides shall not interfere with proper placement of any permanently embedded items required in the finished concrete work. Edge forms may be used as screed guides provided that the form edge is dressed and properly supported.
- D. For concrete conveyed and placed by pumping, provide means to support the pump hose above the placement area. Pumping hose shall not be allowed to contact, displace or disturb tendons, anchors, reinforcing bars or other structural embedments.

3.2 DELIVERY, DISCHARGE AND CONVEYANCE

- A. Delivery Time: Concrete transported by truck mixer shall be completely discharged within 1½ hours after water has been added to cement or cement has been added to aggregates. Time limit is reduced for concreting in hot weather (See Section 033900).

- B. Batch ticket: Furnish batch ticket for each truck load delivered. The batch ticket (per ASTM C94) shall include detailed, as-batched proportions of all materials including total mixing water. The mix designation shown on the batch ticket shall match the designation shown on the approved mix design submittal. The reading of the revolution counter shall be recorded on the ticket when water is batched, or when cement and aggregate are combined.
- C. Mix Adjustment at point of delivery:
 - 1. Slump: Water shall not be added to a mix after a superplasticizer has been batched or added to a mix. Adding water to a mix is strictly prohibited except as allowed by ACI 301 (See "Slump Adjustment"). Use an approved superplasticizer.
 - 2. Air Content: Use an approved air entraining agent.
 - 3. Any materials added to the mix on site shall be accurately measured and recorded on the batch ticket. The mixing drum shall be turned to achieve the required mix uniformity and the adjusted mix shall be resampled by the Testing Agency for conformance prior to discharge.
- D. Concrete shall not be placed prior to verification of conformance with Project Specifications. See Field Quality Control below. Contractor shall maintain communications with Testing Agency personnel so that mix discrepancies can be quickly corrected.
- E. Conveying equipment shall be in good working condition. The conveying equipment surfaces in contact with concrete shall be clean and free of hardened concrete and other de-bris. Do not allow conveyance operations to damage other work.
- F. Rapidly convey concrete from mixer to the place of final deposit by methods that prevent segregation or loss of ingredients and ensure quality concrete.

3.3 INSTALLATION

- A. Temperature of concrete as placed shall not exceed 90 degrees F. Post-tensioned concrete shall not be placed when the ambient air temperature is above 90-deg F.
- B. Hot-weather Concreting (ACI 305R) and Cold-weather Concreting (ACI 306R): See Section 033900.
- C. Depositing and Consolidating:
 - 1. Deposit and consolidate concrete to provide quality uniform concrete without segregation weakened planes, or cold joints.
 - 2. Concrete deposited in dropped forms for beams, girders, column capitals and drop panels shall be placed and consolidated monolithically with the slab above them.
 - 3. Consolidate concrete by vibration using means that prevent air pockets, honeycombing, pitting or weakened planes. Thoroughly consolidate around lapped reinforcing, form corners or other similarly tight places to ensure proper reinforcing bond and quality surface finish. Use vibrating equipment with non-metallic heads when vibrating near epoxy coated reinforcing. Provide proper vibration and consolidation of concrete around tendon anchorages, especially at congested areas such as beam/column joints.

D. Screeing methods at flatwork shall produce slabs with the proper thickness, elevation and slope and shall be appropriately planned to allow for finishing operations. Screed guides shall be removed from plastic concrete prior to finishing operations. Post-tensioned slabs and beams contain high performance concrete which must be placed and finished as quickly as possible

E. Finishing:

1. Flatwork:

- a. Bullfloat immediately after screeding.
- b. Provide broom finish per ACI 301 as soon as bleed water has disappeared. Architect and Owner will approve finish on first slab on grade placement.
- c. Finishing tolerance shall be measured using the 10-ft Straightedge Method per ACI 301. Floor surface shall be classified as "Flat: 1/4" at 90%, 3/8" at 100%" for tolerance determination. The contractor shall verify finish surface is within specified tolerance within 72 hours after slab finishing and before removal of supporting formwork or shoring.
- d. All slabs shall be finished to proper elevations so that water flows to drains and so that no puddles exist.

2. Formed Surfaces: See Section 031100

3. Unformed surfaces other than top surface of flat work: Place concrete at a rate that allows spreading, straight-edging, and darbying or bullfloating before bleed water appears. Strike surfaces smooth and float them to a texture consistent with the finish of adjacent formed surfaces. Top of foundation or other buried unformed surfaces are to be straight-edged and bullfloated to form a level surface. Provide a roughed surface at the base of walls or other joints where called for on the drawings.

F. Joints:

1. Provide control and isolation joints as located and detailed on the Drawings.
2. Provide construction joints as detailed on the drawings at approved locations only. Guidance for acceptable construction joint locations is shown on the drawings. Thoroughly clean and dampen joints prior to placement of fresh concrete to enhance bonding. Where a bonding agent is called for on the drawings, thoroughly scrub the joint with an approved bonding agent prior to placement of fresh concrete.
3. Tool or "soff-cut" joints at time of finishing.
4. Coordinate configuration of joints with control joint sealants.

3.4 CONCRETE REPAIRS

- A. Report all defects, including all cracks that exceed specified tolerances, to the Engineer to determine if defects can be classified as minor defects or if the defects affect structural integrity (Structural Defects). See Section 031100 for specified formwork tolerances.
- B. Minor Defects.
 1. At exposed exterior surfaces, submit and obtain approval of repair methods from the Architect.

2. At unformed surfaces of interior flatwork, submit and obtain approval of repair methods from the Engineer.
3. At other formed or unformed surfaces, grind smooth all projecting form offsets or fins over specified tolerances. Grind down or patch up the top of concrete surfaces to within tolerance of specified elevation.
4. Random Cracks: Repair all random slab cracks in accordance with procedures and materials specified in Section 071000. Alternatively, submit proposed materials and procedures for approval. Receive Engineer's approval of materials and procedures prior to application.

C. Structural Defects

1. Receive written acceptance by Engineer of repair methods and materials before making structural repairs to concrete.

3.5 FIELD QUALITY CONTROL (TESTING AGENCY)

A. Slump:

1. Conduct one slump test per truck load of ready mixed concrete delivered to Project at point of delivery.
2. When superplasticizer is used, initial slump must be verified by Testing Agency prior to the addition of superplasticizer.

B. Air Content:

1. At point of delivery, sample freshly-mixed concrete in accordance with ASTM C172 and conduct one air content test in accordance with ASTM C231 or ASTM C173 for each truck of ready-mix, air-entrained concrete delivered to Project.
2. Concrete shall be re-tested for air content after any admixtures or other materials are added that modify the slump or air entrainment.

C. Concrete Compressive Strength:

1. Sample plastic concrete for molding of test cylinders at point of ~~final placement~~delivery, in accordance with ASTM C172. The sample frequency shall be as follows: [ASI-006]
 - a. Test cylinders for specified strength verification:
 - 1) Sample each 100 cubic yards or 5,000 square feet (whichever is less), or fraction thereof, of each mix design of concrete placed in any one day.
 - 2) If the total volume of a mix design on the project is less than 500 cubic yards then take samples from at least five randomly selected batches or from each batch if fewer than five batches are used.
 - b. See Specification Section 033900 for sampling rate where additional test cylinders are required for cold weather concreting procedures,

- c. At Contractor's option and cost, additional cylinders may be taken to verify concrete strength prior to form removal. Take samples for this purpose at locations directed by the General Contractor.
2. Mold 4" diameter by 8" long test cylinders in accordance with ASTM C31 as follows:
 - a. Mold a minimum of six (6) test cylinders for verification of specified compressive strength.
 - b. Mold additional cylinders required for cold weather concreting per Section 033900.
 - c. Mold quantity and size of additional cylinders for form removal strength verification as directed to by the General Contractor.
 - d. Mold three (3) additional cylinders for post-tensioning stressing strength verification if Maturity Method is not utilized for stressing strength verification.
3. Cover cylinder specimens properly, immediately after finishing. Protect outside surfaces of cardboard molds, if used, from contact with sources of water for first 24 hours after molding.
4. Cure test cylinders per ASTM C31 as follows:
 - a. Standard-Cured Cylinders: To verify 28-day compressive strength:
 - 1) During first 24 hours after molding, store test cylinders under conditions that maintain temperature immediately adjacent to cylinders in range of 60 to 75 degrees F. and prevent loss of moisture from cylinders.
 - 2) Remove test cylinders from molds at end of 20 +/- 4 hours and store in moist condition at 73.4 +/- 3 degrees F. until time of test. Laboratory moist rooms shall meet requirements of ASTM C511.
 - b. Field-Cured Cylinders: To verify compressive strength prior to form removal, post-tensioned concrete stressing or for additional test cylinders required due to cold weather concreting conditions:
 - 1) Store test cylinders on structure as near to point of sampling as possible and protect from elements in same manner as that given to portion of structure as cylinders represents.
 - 2) Transport to test laboratory no more than 4 hours before testing. Remove molds from cylinders immediately before testing.
5. Test cylinders to failure under Compression in accordance with ASTM C39 as follows:
 - a. Specified strength verification: Test one (1) cylinder at 7 days, three (3) cylinders at 28 days, and hold two (2) cylinders in reserve for testing as directed by the Engineer.
 - b. Additional cold weather cylinders: See Section 033900.
 - c. Additional form removal cylinders: Test when directed by the General Contractor.
 - d. Additional post-tensioning stressing cylinders, if applicable: Test when directed by the General Contractor.

3.6 ACCEPTANCE OF CONCRETE:

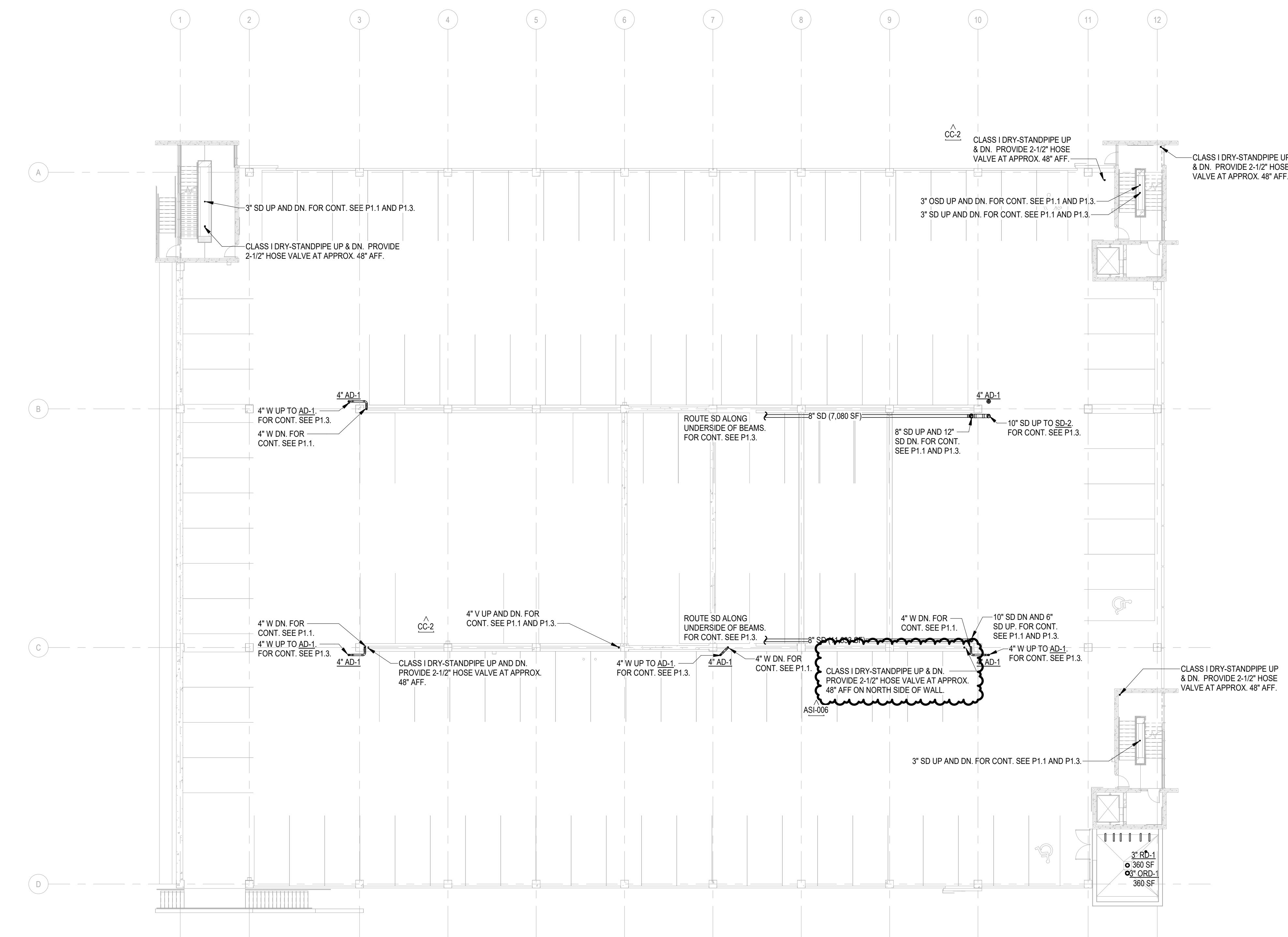
- A. Concrete shall be evaluated for adherence to all specified strength and durability requirements. If specified concrete tests are not performed or if test results for any type of concrete fail to meet specified requirements, samples of in-place, hardened concrete may be required as directed by Engineer. Concrete compressive strength will be evaluated by Engineer in accordance with ACI 301, Article 1.6.7. Durability of the concrete shall be evaluated for acceptance based on adherence to all specified parameters that affect durability including air content, curing methods (See Section 033900) and clear cover.
- B. Core samples, when required, shall be taken, tested and evaluated for acceptance in accordance with ACI 301, Article 1.6. Other concrete samples required to perform air-void system evaluations or other quality tests shall be taken as directed by the Engineer.
- C. Should tested concrete meet Specifications, Owner will pay for coring and testing of hardened concrete. Should tested concrete not meet Specifications, Contractor shall pay for coring and testing of hardened concrete and for any corrective action that may be required.

END OF SECTION 033000



PLUMBING PLAN, LEVEL 2

PROJECT
NORTH





Lot 7, City Center, Bldg 3,
La Vista, Nebraska 68128

84TH STREET REDEVELOPMENT AREA
PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT
OFFSTREET PARKING DISTRICT NO. 2 - STRUCTURE NO. 2

CONSTRUCTION
DOCUMENTS

JUNE 17, 2021

Revisions

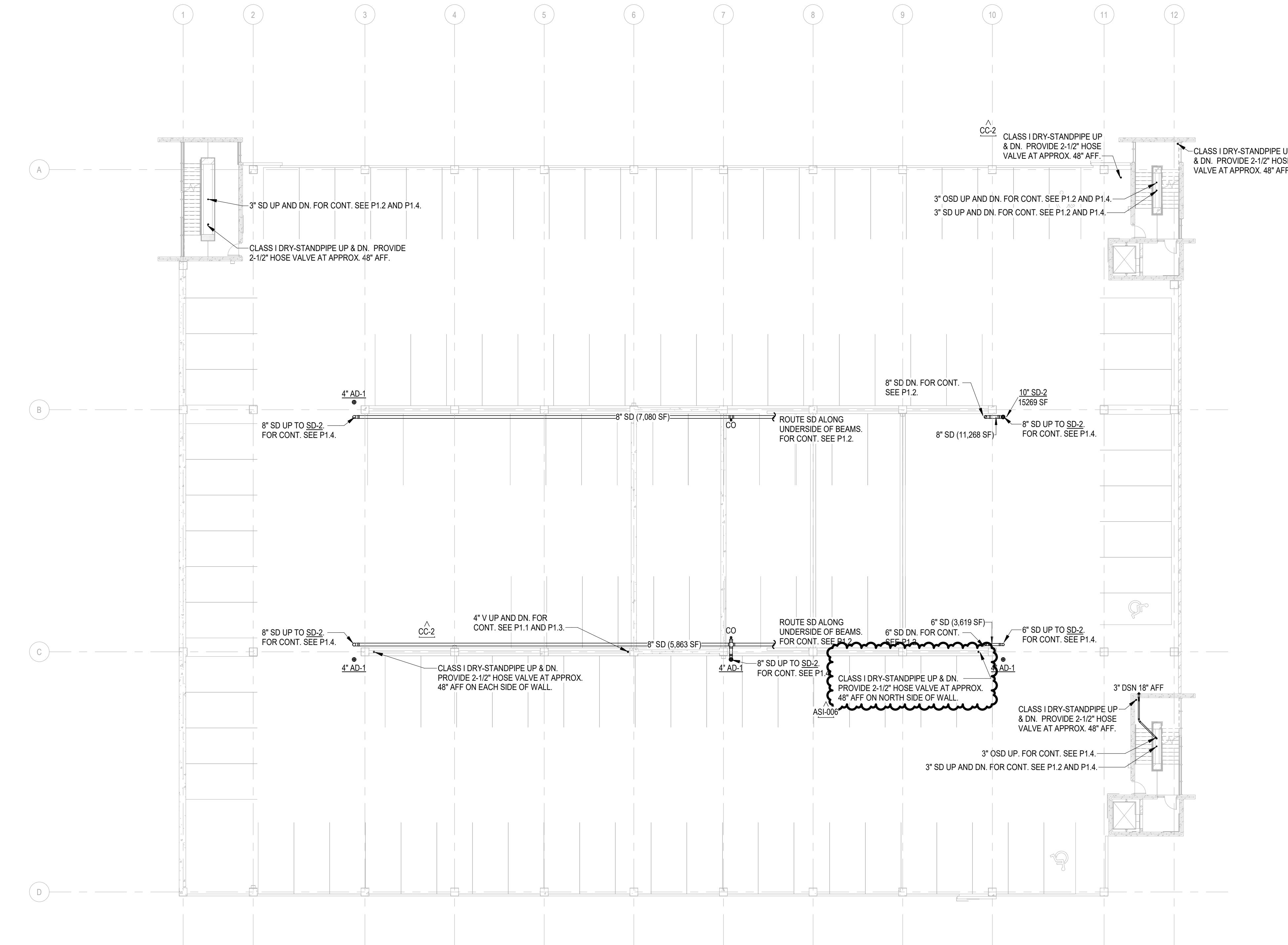
CC-2 7/21/2021

ASi-006 10/20/2022

10-17105-40

PLUMBING PLAN,
LEVEL 3

P1.3



PLUMBING PLAN, LEVEL 3

SCALE: 1/16" = 1'-0"

PROJECT
NORTH

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

402/553-1221 Fx 402/553-4545

October 28, 2022

Sampson Construction
3730 S. 14th Street
Lincoln, NE 68502

Ph: 402/827-5600
Fax: 402/827-5601

Project: LaVista Parking Garage – Omaha, NE

Mahoney Fire Sprinkler, Inc. tenders the following, in response to your request for changes in the base bid: Add Standpipe #6 and corresponding hose valves to the scope, per ASI-6.

Changes include; **Cost** for materials, freight, labor, & equipment associated with Additional Standpipe.

Material.....	\$2,600.00
Labor.....	\$1,220.00
Overhead.....	\$477.50
Profit.....	\$477.50
Total.....	\$4,775.00

PRICE: The price for the work to be **Added** by Purchaser shall be **Four Thousand Seven Hundred Seventy Five Dollars.....\$4,775.00**.

Please call if you have questions.

Mahoney Fire Sprinkler, Inc.

Bob Mahoney

President

Accepted by: _____

Title: _____

Date: _____

C/O # A

CHANGE ORDER REQUEST No. 0011

TITLE: Garage 1 Lighting **DATE:** 8/10/22
TO: CITY OF LA VISTA **JOB:** 21108
9900 PORTAL ROAD **PROJECT:**
LA VISTA, NE 68128 LaVista Parking Garage
ATTN: Pat Dowse Lot 7, City Center Replat 3, LaVista
Clty Centre, LaVista, NE 68128

DESCRIPTION: Labor and material to add lights to Garage 1.

Response is required within 10 working days to avoid schedule and/or cost implications.

Labor

Sampson Construction Co., Inc. - Project Management (1 hour @ \$85.00/hr plus 10% P&O of \$8.50) 93.50
Sampson Construction Co., Inc. - Supervision and Site Support (1 hour @ \$85.00/hr plus 10% P&O of \$8.50) 93.50

Material

Bond 4,937.00
BR Insurance 141.06

Subcontractors

IES Commercial, Inc. - Lighting 38,846.00
SGH Redglaze Holdings - Removal and Replace Metal Panels 7,986.00

Overhead

Profit & Overhead @ 10% 5,209.71

TOTAL: 57,306.77

APPROVAL: By Approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

ACCEPTED:

CITY OF LA VISTA

SAMPSON CONSTRUCTION CO INC

DLR GROUP

By: _____

By: Barry

By: _____

Date:

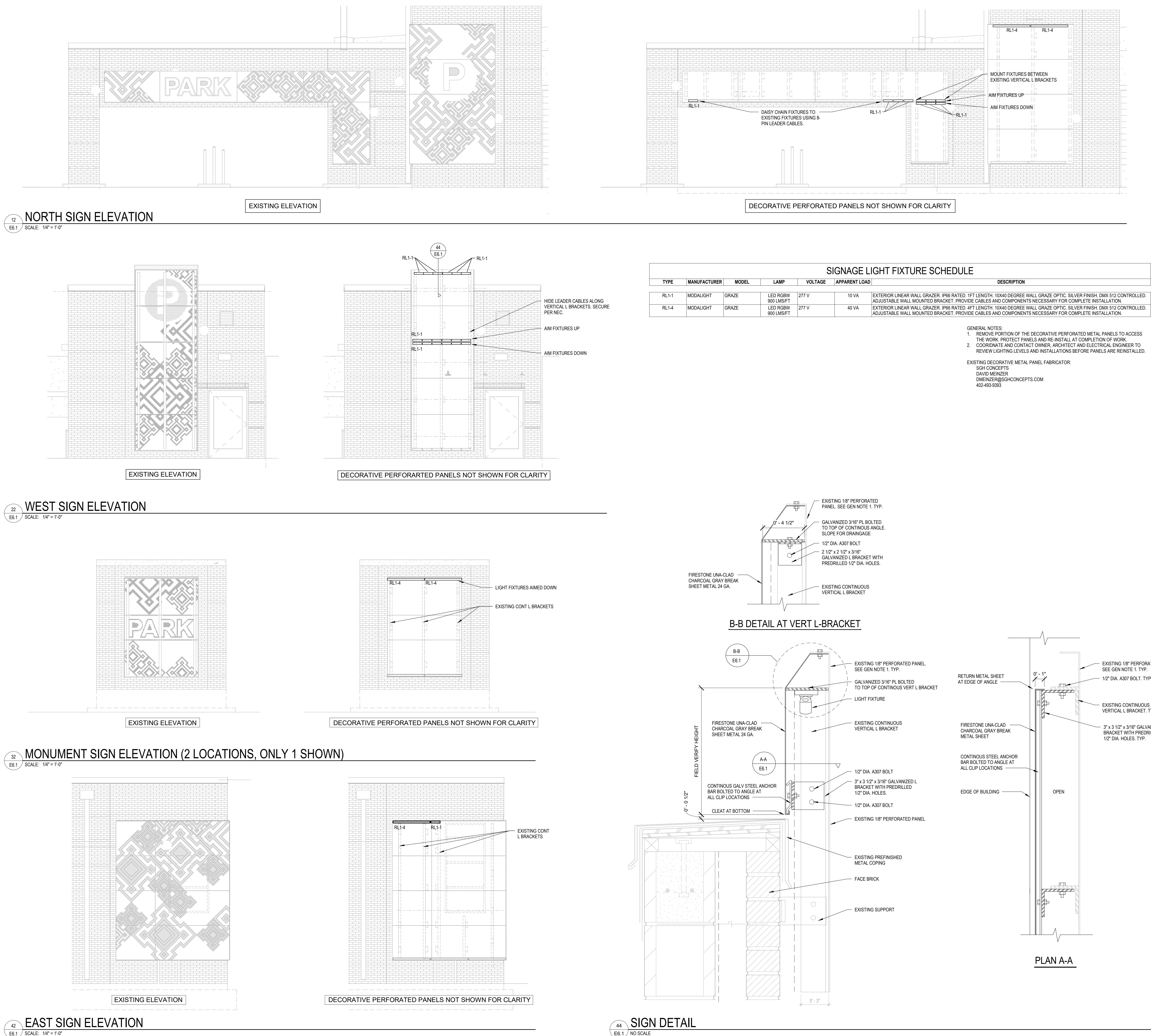
Date: 08/10/2022

Date:

SIGNAGE DETAILS
84TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEVELOPMENT
PROJECT OFFSTREET PARKING DISTRICT NO. 2-STRUCTURE 1

E6.1

10-17105-040
04/01/2020
Revisions



**IES Commercial Inc.
dba Shanahan M&E**

5045 Russell Circle
Lincoln, NE 68507

Proposed Change Order # 1

Title: Provide additional lighting at garage 1 as shown on sheety E6.1 This proposal does not include removal of existing perforated panels. **Date:** 8-Aug-22

Project: LaVista Garage **Job:** 562022003

To: Sampson Construction **Contract #:** 1
10982 Cumberland DR
Papillion NE 68046
402-827-5600

Item	Description	Quantity	Units	Unit Price	Net Amount
00001	Sheetmetal Material	1	Lot		
00002	Plumbing & Piping Material	1	Lot		
00003	Electrical Material	1	Lot	26,231.00	26,231.00
00004	Sheetmetal Labor		Hours	74.00	
00005	Plumbing & Piping Labor		Hours	74.00	
00006	Electrical Labor	102	Hours	74.00	7,548.00
00007					
00008					
00009					
00010					
00011					
00012					
00013					
00014					
00015					
00016					
00017					
00018					
00019	Sales Tax (if applicable)	1	Lot		
00020	Mark Up on Self Performed Work	1	Lot	5,066.85	5,066.85
00021	Mark up on Subcontractors	1	Lot		
00022	Bond (if applicable)	1	Lot		


Total 38,846.00

8/9/22

Submitted By

Date

LABOR & MATERIAL ESTIMATE SHEET

DESCRIPTION: LaVista Garage

Provide additional lighting at garage 1 as shown on sheety E6.1 This proposal does not include removal of existing perforated panels.

DATE:

SYSTEM:

SPEC. SEC.

PAGE #:

CLARIFICATIONS to IES PCO 1

North Sign Elevation

- RL1-1 fixtures will be connected to existing fixtures using 1ft cords
- RL1-4 fixtures will be provided with one new DMX splitter / repeater and DMX signal will be derived from fixtures at entry

West Elevation

- RL1-1 fixtures added to existing fixture using 25' cable. No additional DMX splitter / repeater will be provided

Monument Signs (2)

- RL1-4 fixtures added connected to existing fixture using 25' cable. No additional DMX splitter / repeater will be provided

East Elevation

- RL1-1 and RF1-4 fixtures added connected to existing fixture using 25' cable. No additional DMX splitter / repeater will be provided

CED#4172 - DBA WHITE ELECTRIC SUPPLY

WHITE ELECTRIC SUPPLY CO.

440 BLUE HERON CT.

LINCOLN NE 68522

TEL: 402 476-7587 FAX: 402 476-7589

CONTACT: DOHNOUTKA

QUOTE FOR: SHANAHAN MECH & ELECTRIC

ACCT #: 43-54679 SHANAHAN MECH & ELEC

5045 RUSSELL CIRCLE

LINCOLN, NE 68507

TEL: (402) 784-2381

QUOTATION		PAGE	
QUOTE #	DATE	REV #	REV DATE
1023696	07/22/22	001	07/22/22
QUOTE EXPIRES		PREPARED BY	
08/21/2022		DO	
SLS		INSL	
2504		2504	
FOB		FREIGHT	
SHIPPING POINT		PREPAID	

CUS PO #:

JOB NAME:
LAVISTA PARKING 2

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	*			TYPE RL1-1			
02	28	MODA	MGE-HO-RGB35-1-140		296.50	E	8,302.00
03	7	MODA	MLCE-US-8PIN-B-25FT		103.55	E	724.85
04	3	MODA	MHCE-US-8PIN-B-1FT		36.50	E	109.50
05	1	MODA	MTE-8PIN-B		18.85	E	18.85
06	*			TYPE RL1-4			
07	4	MODA	MGE-HO-RGB35-4-140		941.20	E	3,764.80
08	2	MODA	MLCE-US-8PIN-B-25FT		103.55	E	207.10
09	2	MODA	MTE-8PIN-B		18.85	E	37.70
10	*			TYPE RL1-1/RL1-4			
11	1	MODA	MGE-HO-RGB835-4-140		941.20	E	941.20
12	1	MODA	MGE-HO-RGB35-1-140		296.50	E	296.50
13	1	MODA	MLCE-US-8PIN-B-25FT		103.55	E	103.55
14	1	MODA	MTE-8PIN-B		18.85	E	18.85
15	*			DMX CONTROLS			
16	1	MODA	250-0040-01	KANDI TOUCH	1,629.40	E	1,629.40
17	1	MODA	250-0155-01	DMX SPLITTER/REPEATER	3,282.35	E	3,282.35
18	1	MODA	250-0252-02	1000FT CABLE	2,417.65	E	2,417.65
19	8	MODA	PROGRAMMING		160.00	E	1,280.00

2-J box

7- Program

TOTAL: 23,134.30

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.



SGH
concepts

a division of
SGH Redglaze Holdings, Inc.

PROPOSAL

SUBJECT: 84th Street Redevelopment Area

Public Improvement Redevelopment Project
Singage Lighting Fixture Existing Structure # 1
La Vista, NE.

Date: 7/21/22**AS DIRECTED:****PER INFORMATION CONTAINED ON SHEET E6.1**

MATERIALS	\$ 2,950.00
LABOR (54 HOURS)	\$ 3,510.00
EQUIPMENT	\$ 800.00
OVERHEAD & PROFIT	\$ 726.00
TOTAL ADD	\$ 7,986.00

This proposal is void 30 days from the above date. We reserve the right to revise our pricing accordingly after that date, if necessary.

Respectfully submitted,

David E. Meinzer

David E. Meinzer

Attachment: SGH Concepts, A Division of SGH Redglaze Holdings, Inc. Standard Terms and Conditions of Sale

Proposal Accepted: _____

Client Authorized Representative Signature

Print Name

Date of Acceptance: _____

SGHRedglaze.com

SGHinc.com

TF 844.255.9393

Omaha-Headquarters
742 N. 109th Ct.
Omaha, NE 68154
P 402.493.9393
F 402.493.5934

Des Moines
3345 106th Cir.
Urbandale, IA 50322
P 515.226.1155
F 402.493.5934

Kansas City
1800 NW Vivion Rd.
Kansas City, MO 64150
P 816.452.4646
F 816.746.4430

Minneapolis
2901 Metro Dr., Ste. 213
Bloomington, MN 55425
P 612.287.9780
F 402.493.5934

Denver
13275 E. Fremont Pl., Ste. 340
Centennial, CO 80112
P 720.370.9220
F 402.493.5934

Billings
1113 Central Ave.
Billings, MT 59102
P 406.652.2555
F 406.652.4441

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

Subject:	Type:	Submitted By:
PERSONNEL MANUAL UPDATE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

SYNOPSIS

A resolution has been prepared to update Section VII of the City's Personnel Manual, to modify the overtime hours calculation to include hours worked, holiday, vacation, and personal leave hours in excess of 40 hours effective March 3, 2023 payroll.

FISCAL IMPACT

Utilizing the FY22 numbers for overtime calculation, staff projects an annual impact of approximately \$2,000.

RECOMMENDATION

Approval.

BACKGROUND

This section of the Personnel Manual defines the overtime calculation to include only those of worked hours. This has been updated to allow vacation and personal leave hours to be included in the overtime calculation, which mirrors that of the FOP contract with the exception of including personal leave, instead of sick leave. This change better aligns both contracted and non-contracted employees.

The 3% increase edit is included to mirror that of the current Council Policy Statement Employee Compensation – Pay for Performance Section 4 which states “upon successful completion of their probationary period, employees may receive a 3% increase. Subsequent increases will follow the annual performance appraisal process.”

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 7 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING OVERTIME HOURS CALCULATION.

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

SECTION VII: THE COMPENSATION PLAN

ADOPTED:	RESOLUTION NO. 96-012	AMENDED:	RESOLUTION NO. 03-123
DATE:	FEBRUARY 6, 1996	DATE:	DECEMBER 2, 2003
AMENDED:	RESOLUTION NO. 97-130	AMENDED:	RESOLUTION NO. 04-126
DATE:	OCTOBER 21, 1997	DATE:	DECEMBER 21, 2004
AMENDED:	RESOLUTION NO. 99-155	READOPTED:	RESOLUTION NO. 05-159
DATE:	NOVEMBER 2, 1999	DATE:	DECEMBER 20, 2005
AMENDED:	RESOLUTION NO. 00-152	AMENDED:	RESOLUTION NO. 07-099
DATE:	DECEMBER 19, 2000	DATE:	SEPTEMBER 18, 2007
AMENDED:	RESOLUTION NO. 01-159	AMENDED:	RESOLUTION NO. 07-128
DATE:	NOVEMBER 20, 2001	DATE:	DECEMBER 18, 2007
AMENDED:	RESOLUTION NO. 02-099	AMENDED:	RESOLUTION NO. 09-072
DATE:	OCTOBER 1, 2002	DATE:	AUGUST 4, 2009
AMENDED:	RESOLUTION NO. 03-097		
DATE:	OCTOBER 21, 2003		

7.1 **General Policy:** The City of La Vista operates under a uniform and equitable pay plan, consisting of minimum, intermediate and maximum rates of pay for each class of positions. A Pay for Performance (PFP) compensation program has been adopted for all employment positions in the City with the following exceptions:

- a. Employment positions covered as part of a collective bargaining agreement, except to the extent otherwise provided in the agreement.
- b. Any temporary employment position such as seasonal positions.
- c. Any employment position covered by an express employment contract, except to the extent otherwise provided in the contract.

The pay plan is directly related to the classification plan and is determined with due regard to: the skills, duties, effort and responsibilities of each class; required qualifications; prevailing rates of pay for comparable work in other public and private institutions located comparably to the City; the cost of living; the financial condition of the City and other relevant considerations.

7.2 **Procedures:** The City Administrator shall be responsible for the development, maintenance, and continued administration of the compensation plan as adopted by the Mayor and City Council. Prior to the preparation of the annual budget, the City Administrator shall make a comparative study of factors affecting the compensation policies of the City of La Vista. On the basis of such study, the City Administrator shall recommend to the Mayor and City Council such changes in pay ranges and rules as may be warranted to maintain the fairness and adequacy of the compensation plan.

7.3 **Pay Rates for New Employees:** The following procedures shall apply in establishing compensation rates for new employees:

- (1) A new employee shall be hired at the minimum of the position grade range unless the employee possesses special qualifications.
- (2) A department head, with the approval of the Human Resources Department, may recommend to the City Administrator that a new employee with special qualifications be assigned a starting rate

of compensation of up to the mid-point of the position grade range if the department head determines that the employee will be likely to satisfactorily perform all of the position responsibilities within a comparatively short period of time (i.e., two or three months) after commencement of employment.

- (3) In exceptional circumstances, the City Administrator may approve a starting rate of compensation above the mid-point of the position grade range.
- (4) The existence of an approved position and the new employee's starting rate of compensation must be approved by the City Administrator.

7.4 **Frequency of Salary Increases:** Employees who satisfactorily complete their initial probationary period and receive a satisfactory performance appraisal will be eligible for an increase in compensation ~~at least the equivalent of a three (3) percent.~~ If such initial probationary period is extended by the City Administrator, such pay increase shall not be granted until the employee has satisfactorily completed the extended initial probationary period. A newly hired police employee — for whom the probationary period is established by rule of the Civil Service Commission — will receive a one step probationary increase effective ~~twelve months~~twelve months after the employee begins employment with the City, even though the employee may not have then completed the probationary period established by Civil Service Commission rule. Additional within range increases may be granted at one (1) year intervals from the hire/promotion date for employees hired/promoted after October 1, 2009 and at one (1) year intervals from the previously existing performance appraisal date for employees hired prior to October 1, 2009. Within range increases will be based on performance and must be approved by the City Administrator upon written recommendation and certification of the employee's department head that the employee's service has been meritorious.

The department head's recommendation shall be in the form of a personnel action form and shall include the following information and be based upon the following and other pertinent considerations:

- (1) The employee's position, present salary and range.
 - (a) The new compensation level recommended by the department head, which shall not exceed the range maximum.
- (2) The employee's present compensation level.
- (3) The employee's performance appraisal.

7.5 **Pay Increases and Reductions; Effective Date:** Pay increases resulting from a promotion or performance increase will become effective at the beginning of the next pay period following the approval of such increase. Reduction in pay as a result of voluntary or involuntary demotion from a position in one class to a position in a class having a lower pay range, or reduction in salary within a class for a disciplinary reason, shall become effective at the beginning of the next pay period following approval of such action by the City Administrator.

7.6 **Pay Day:** Employees shall be paid on a bi-weekly basis via direct deposit of funds into the account(s) specified by the employee. Direct deposit of funds will be made on the Friday following the end of the pay period. When payday falls on a banking holiday, the direct deposit will be issued the day prior to the holiday.

7.7 **Pay Computation:** Net pay shall be calculated by subtracting all applicable deductions from the gross pay. When authorized by the employee or required by law, the following deductions shall be made from the employee's pay:

1. Federal Income Tax Withholding	2. State Income Tax Withholding
3. FICA - Social Security Withholding	4. Medicare Withholding
5. Retirement/Pension	6. Insurance Participation(s)
7. Optional - Credit Union	8. Any Other Deductions Required by Law or Authorized by the Employee and the City Administrator.

7.8 **Reporting of Time Worked:** Time worked on the job by non-exempt employees shall be reported on time reports by rounding to the nearest one-quarter hour. This shall mean that one to seven (1 – 7) minutes shall be rounded back to the prior quarter hour and eight to fourteen (8 – 14) minutes shall be rounded up to the next quarter hour.

7.9 **Incomplete Pay Period:** A non-exempt employee who is absent from work shall not be paid for the absence, unless such absence is authorized or allowed as paid leave as herein provided and is approved by the department head and City Administrator.

An exempt employee will normally receive his/her full salary for any week in which he/she performs any work without regard to the number of hours or days worked. However, proportionate reductions of compensation will be made:

- (1) If the employee is placed on leave without pay for personal reasons.
- (2) If the employee is ill or injured and accrued and otherwise applicable leave is not used by the employee because:
 - (a) Permission for its use has not been sought by the employee or has been sought and denied;
 - (b) Accrued leave has been exhausted; or
 - (c) The employee chooses to use leave without pay.
- (3) If the employee is absent without prior permission (absent without leave).

(4) If the employee begins working later than the beginning of the work week during his/her initial week of employment or if the employee ceases working sooner than the end of the work week during his/her terminal week of employment.

Exempt employees will not suffer a pay reduction on account of jury duty, attendance as a witness or temporary military leave, but to the extent otherwise permitted by law, City pay may be reduced by the amount of any pay or fees received by the employee for the jury duty, witness attendance or temporary military leave.

7.10 **Overtime Pay:** Overtime work for non-exempt employees shall be discouraged except when necessary to safeguard public health, safety or property. When overtime work is necessary it shall be authorized in advance by the respective department head or City Administrator. Overtime compensation is awarded to non-exempt employees at a rate of one and one-half times the employees' hourly rate for all hours worked in excess of 40 hours in a standard work week. Holiday, pre-approved vacation and personal leave taken by employees shall be considered hours worked in computing overtime. However, sick leave taken, funeral leave taken, or any other leave time earned and taken shall not be considered as hours worked in computing overtime. Pre-approved for the purposes of this subsection, in the case of vacation and personal leave, shall mean leave approved prior to the beginning of the work period or 48 hours in advance if leave is taken in less than 4 hour increments. for actual time worked in excess of the standard work week as herein defined. Overtime is paid by rounding hours worked per day and per shift to the nearest one-quarter hour. This shall mean that one to seven (1 – 7) minutes shall be rounded back to the prior quarter hour and eight to fourteen (8 – 14) minutes shall be rounded up to the next quarter hour. For purposes of determining hours worked in a workweek by a non-exempt employee, the workweek will be deemed to begin and end at the midnight separating Saturday from Sunday.

Overtime pay for employees subject to the FOP contract or another collective bargaining agreement or individual written employment agreement with the City shall be fixed and governed by ordinance or resolution of the City Council. All other employees shall be subject to the policies herein stated.

Exempt employees are not eligible for and are not paid overtime compensation.

7.11 **Compensatory Time Leave in Lieu of Overtime Pay (Comp Time Leave):** In lieu of receiving monetary compensation for overtime hours worked as provided in this Section, any permanent full-time non-exempt employee may individually choose to accumulate Compensatory Time Leave in Lieu of Overtime Pay ("Comp Time Leave"), under the conditions and subject to the restrictions of this Section 7.

(1) If chosen by the employee, accrual of Comp Time Leave will be allowed at the rate of one and one-half times the number of overtime hours worked. To choose Comp Time Leave, the employee must clearly indicate on his/her time card that the overtime hours worked are to be compensated in Comp Time Leave. If there is no such clear indication on the employee's time card, the overtime hours worked will be compensated in pay at the employee's overtime rate.

PERSONNEL RULES AND REGULATIONS

- (2) An employee will be allowed to use accrued and unused Comp Time Leave within a reasonable time after the employee requests to use such leave if the requested use of the time off does not unduly disrupt the operations of the City or the Department. This will be interpreted by the City, and the employees to mean:
 - (a) Comp Time Leave may be taken only with the approval of the Department Head and only if the requested use of the time off would not unduly disrupt the operations of the City or the Department. Factors to be considered in this regard include (1) the normal schedule of work, (2) anticipated peak workloads based on past experience, (3) emergency requirements for staff and services, and (4) the availability of qualified substitute staff.
 - (b) Comp Time Leave shall not be taken in increments of less than one hour.
 - (e) ~~Use of Comp Time Leave in increments of less than four hours must be approved at least forty eight (48) hours in advance and may be taken only at the beginning or at the end of the employee's work day~~
- (3) Comp Time Leave may not be accrued beyond a total of seventy-five (75) Comp Time Leave hours during any fiscal year (i.e., the Comp Time Leave which would be awarded for 50 overtime hours worked). If an employee has seventy-five (75) hours of Comp Time Leave accrued and unused, no additional Comp Time Leave hours may be ~~accrued~~accrued, and overtime hours worked by the employee will be compensated in overtime pay.
- (4) An employee may request to be paid for accrued Comp Time Leave at any time by submitting a request in writing to the Payroll Department. If the request is made at least three (3) business days prior to preparation of the next payroll, payment will be made by the City with the next regular payroll after the request is made. Whenever the City pays an employee for Comp Time Leave, payment will be at the employee's then current regular hourly rate of pay; provided, however, that when an employee's employment terminates, payment for accrued Comp Time Leave shall be made at the greater of (a) the employee's final regular hourly rate of pay or (b) the average regular hourly rate received by the employee during the last three years of employment.
- (5) Whenever an employee uses any accrued Comp Time Leave, the use shall be reported by the employee on a *Request for Time Off* form in the category designated.
- (6) At the end of each fiscal year, any Comp Time Leave accrued but not used by the end of the final full pay period in the fiscal year (September), will be paid by the City to the employee and the employee's accrued Comp Time Leave balance will be reduced to zero.
- (7) The Department Head may, by not later than the 5th day of any calendar month, request an employee to schedule with the scheduling officer the employee's use of a designated number of hours of accrued Comp Time Leave within a calendar month which begins after the date of the request (EXAMPLE: By January 5, the Department Head may request the employee to schedule

use by the employee of X hours of accrued Comp Time Leave during the following month of February or during the following month of March or during the following months of February and/or March, and so forth.) If the employee has not, within the ~~two-week~~^{two-week} period following the date of the request, arranged for the scheduling of the requested use of the Comp Time Leave, the Department Head may schedule the employee to use the Comp Time Leave as requested.

7.12 **Call Out Time:** A non-exempt employee shall be entitled to receive wages at one and one-half times the regular rate of pay when called out to work during off-duty hours. In no case shall such an employee receive less than two hours pay at one and one-half times the employee's regular rate for each call out. For any call out which requires in excess of two hours of work, such employee shall be reimbursed at time and one-half for the actual minutes worked; provided, that after the first two hours of call out work, any portion of an hour worked in excess of 15 minutes shall be considered a full hour. Inasmuch as all call out time of such employees is compensated at a minimum of one and one-half times the regular rate of compensation, the call out time actually worked shall not be re-counted in determining time worked in the workweek for overtime pay purposes. Time worked beyond the end of the employee's normal quitting time, and time worked prior to the employee's normal starting time by an employee who is called in or directed to report early for service which continues into the employee's scheduled normal work hours, shall not be considered call out time under this paragraph, as it is the intent hereby to provide extra compensation only when the employee is specially called out to perform service which is not merely part of a lengthened work day. This paragraph shall not apply to employees covered by a labor agreement with the City; employees covered by such an agreement shall be paid call out pay as provided in the labor agreement.

7.13 **Travel and Official Expenses:** Prior to traveling outside of the metropolitan area, employees, and volunteers ~~and MVFD~~ shall receive the permission of their department head and the City Administrator. For travel outside the metropolitan area, the trip and method of travel shall be filed with the City Administrator or his/her designee prior to departure. Travel or official business outside the metropolitan area by an employee or volunteer ~~or MVFD~~ shall be via public carrier or City-owned vehicle or the most efficient method of travel when practical. Only official travel and training participants may travel in a City-owned vehicle.

While traveling, employees and, volunteers ~~and MVFD~~ shall be reimbursed for expenses incurred in the performance of official duties. Expense statements with supporting documentation shall be filed with the Finance Director or his/her designee promptly after return by the employee ~~or MVFD~~. Travel and official expenses shall not exceed the amount budgeted by the Mayor and City Council.

Employees and, volunteers ~~and MVFD~~ may request a *per diem* in advance of travel and if approved, receipts are not required for reconciliation of actual foods costs. The maximum dollar amount per day per employee or volunteer MVFD (the *per diem*) that the City will provide for actual food costs, including gratuity, will be established annually by the City Administrator based upon the Federal Per Diem Rates as published by the Bureau of National Affairs, Inc. and recognized by the Internal Revenue Service (IRS). The *per diem* may be reduced by the City Administrator or his/her designee for any meal expenses which are pre-paid by the City through the training or event registration. Employees ~~or~~ volunteers ~~or MVFD~~ may not purchase any alcoholic beverages with *per diem* funds. Any per diem

~~issued, but not expended by the employee, volunteer or MVFD for actual food costs, shall be returned to the City within 15 days after completion of the travel.~~

If traveling before 6:30 a.m. and after 7:00 p.m., employees and volunteers MVFD may receive reimbursement for breakfast and/or dinner.

Employees and volunteers MVFDs not issued an advance per diem are required to provide itemized receipts for meals to receive reimbursement. Gratuity must be noted on all requests for reimbursement. Only actual employee or volunteer MVFD expenses may be reimbursed. Employees and volunteers MVFDs will not be reimbursed for the purchase of any alcoholic beverages. The City may prescribe a form and require the employee to complete such form for reimbursement of travel costs.

7.14 **Pay Rates Upon Transfer:** If an employee is transferred, the employee's rate of pay in the new position shall be determined as follows:

- (1) If the employee's rate of pay in the former position is less than the minimum rate established for the new position, the employee's rate of pay shall be advanced to the minimum of the new position.
- (2) If the employee's rate of pay in the former position exceeds the maximum rate established for the new position, the employee's rate of pay shall be reduced to the maximum rate for the new position, or to an intermediate step as determined by the department head with the approval of the City Administrator.
- (3) If the employee's rate of pay in the former position falls within the range established for the new position, the employee's rate in the new position shall be at least equal to the rate in the former position.

7.15 **Pay Rates Upon Promotion:** If an employee is promoted, the employee's rate of pay in the new position shall be determined as follows:

- (1) If the employee's rate of pay in the former position is less than the minimum rate established for the new position, the employee's rate of pay in the new position shall be at least equal to the minimum for the new position.
- (2) If the employee's rate of pay in the former position falls within the range established for the new position, the employee's rate shall be advanced to a level which would provide at least the equivalent of a five (5) percent increase.

7.16 **Pay Rates Upon Demotion:** If an employee is demoted, the employee's rate of pay shall be determined as follows:

- (1) If the employee's rate of pay in the higher grade exceeded the maximum rate of pay for the position to which the employee is demoted, the employee's rate of pay shall be reduced to the maximum rate of pay for the demotion position.

(2) If the employee's rate of pay in the higher position was within the pay range established for the position to which the employee is demoted, the employee's rate of pay shall remain unchanged.

7.17 **Longevity Pay:** Any longevity pay established by the then applicable compensation ordinance shall be paid in addition to the employee's regular pay.

7.18 **Payment of Accrued Wages, Vacation Leave and Sick Leave Upon Death of an Employee:** Upon the death of an employee, his/her accrued wages, and any accrued but unused vacation leave, shall be paid to his/her surviving spouse unless the employee has previously filed a written designation with the City Clerk that such payment shall be made to the employee's estate rather than to the employee's surviving spouse. If the employee leaves no surviving spouse, such payment shall be made to the employee's estate. No payment shall be made for any accrued but unused sick leave upon the death of an employee, except respecting (1) a regular full-time employee who has completed twenty or more years of service with the City and who dies while an active employee of the City, and (2) a regular full-time employee who, after October 1, 1999, sustains an injury which is compensable by the City or the City's insurer under the Nebraska Worker's Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee has filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

7.19 **Temporary and Regular Part-Time Employees:**

- (1) Pay for temporary employees shall be consistent with the duties and responsibilities of the temporary position. Such pay shall be determined by the City Administrator and shall normally be an hourly rate of pay.
- (2) Pay for regular part-time employees shall be based on the number of hours worked per day multiplied by the established hourly pay rate. Such pay shall normally be established proportionate to the regular full-time pay rate for the position.

7.20 **Wages in Advance:** No advance of earnings, including accrued vacation leave, shall be made.

7.21 **Termination Pay:** An employee who is dismissed or voluntarily resigns shall receive his/her final pay check on the first regularly scheduled payday following termination of his/her employment. An employee shall be paid for all unused accrued vacation time upon termination. No employee shall be paid for any unused sick leave upon termination of his/her employment, except as follows:

- (1) An employee who voluntarily retires after twenty or more years of service with the City and has no disciplinary action pending against him/her at the time of his/her retirement shall be paid for his/her accrued and unused sick leave.
- (2) An employee who began his/her employment with the City on or after January 1, 2005, or who began his/her employment prior to January 1, 2005 but elected to waive his/her eligibility for

emergency sick leave on or before January 31, 2005, subject to any restrictions established in Section VIII, shall be paid for any unused sick leave according to the following sliding schedule:

- (a) After 10 years of employment – 100% of sick leave hours accrued over 660 hours;
- (b) After 15 years of employment – 100% of sick leave hours accrued over 440 hours;
- (c) After 20 years of employment – 100% of sick leave hours accrued up to 880 hours.

7.22 Pay During National Guard or Reserve Active Duty:

- (1) **State of Nebraska Non-Emergency Active Service:** All employees who are active members of the National Guard or other military reserve component (Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve) shall be entitled to a military leave of absence from their respective City duties at their full regular City pay or compensation when employed with or without pay on a non-emergency basis under the orders or authorization of competent authority in the active service of the state or of the United States, for not to exceed the Limitations set forth in this paragraph. Such military leave of absence may be taken in hourly increments and shall be in addition to the employee's regular annual leave. Limitations: (1) A City employee who normally works or is normally scheduled to work 120 hours or more in three consecutive weeks shall be eligible to receive such a military leave of absence of up to 120 hours each fiscal year. (2) A City employee who normally works or is normally scheduled to work less than 120 hours in three consecutive weeks shall be eligible to receive such a military leave of absence each fiscal year equal to the number of hours he or she normally works or would normally be scheduled to work, whichever is greater, in three consecutive weeks. See also, subsection 8.1(5) of this Manual.
- (2) **State of Nebraska Emergency Active Service:** If such an employee is ordered into active service of the state pursuant to a declaration of an emergency by the Governor of Nebraska, the employee shall be entitled to a state of emergency leave of absence until the employee is released from active service of the state by competent authority. During a state of emergency leave of absence because of the call of the Governor, the employee shall receive his or her normal City salary or compensation less the state active duty base pay he or she receives in the active service of the state. Such an employee may alternatively choose to receive his or her full City salary and to remit his or her military compensation to the City. See also, subsection 8.1(5) of this Manual.

7.23 Re-employment: A former employee who is re-employed shall once again serve an initial probationary period regardless of whether he/she had probationary or permanent status prior to separation. Such initial probationary period may be extended in the same manner as any other initial probationary period.

7.24 Annual Salary Survey: The City, to remain competitive in the labor market, shall recognize changes in the cost of living and other variables in the compensation structure by adjusting the salary ranges or by re-classification of positions. It shall be the responsibility of the City Administrator to determine appropriate adjustments to the salary ranges annually by analyzing the following general trends:

- (1) Regional, state and municipal compensation trends.
- (2) National compensation trends.
- (3) Local compensation trends.
- (4) Impact of area union contracts on pay scales.
- (5) Cost of living indices.

The City Administrator in coordination with appropriate department heads shall develop a compensation budget recommendation for each department. The City Council shall review the budget recommendation and establish the annual adjustment to the salary ranges and the base factor for performance pay increases, the allocation of compensation increases for each department, and the percentage guideline amounts to apply consistently with employee performance ratings. No compensation increases shall be effective until approved or authorized by the City Council.

7.25 Budget-Required Furloughs

- (1) This Section 7.26 applies to and regarding all City employees.
- (2) As used in this Section 7.26, the terms “budget-required furlough” and “furlough” mean a period or periods of time during which, due to budget restriction or constraint or other need of the City to reduce expenditures, the City temporarily does not schedule an employee to work or to perform any employment service for the City, or temporarily relieves an employee from duty, and for which period or periods of time the employee will not be and is not compensated by the City. The terms “budget-required furlough” and “furlough” do not include a reduction in the City’s workforce that is intended to be permanent or for an indefinite period of time.
- (3) The City Administrator may impose furloughs on City employees for reasons of budget restriction or constraint, or other need of the City to reduce expenditures. The City Administrator will provide notification to the City Council prior to the imposition of any furloughs.
- (4) In all instances, furloughs shall be scheduled so as to minimize any undue disruption or delays in City operations or the provision of City services.
- (5) Furloughs may be imposed on groups of employees or on individual employees at the same time or at different times.
- (6) Furloughs imposed on employees within a City department shall be imposed on and distributed among the employees within that department so that during a fiscal year, the burden and impact of such furloughs will be approximately evenly borne, to the extent reasonable and practicable, by all of the employees within that department or by all of the employees of the same classification or classifications within that department. This subparagraph shall not apply, however, if the City Administrator determines that so distributing required furloughs among employees would be contrary to the needs of the City for services of employees having particular skills or would unduly disrupt or delay City operations or the provision of City services. In that connection, the City Administrator may exempt designated employees from furlough in order to maintain City services or for other necessary business reasons.

- (7) A furlough may be imposed in a single continuous segment of time (such as sixteen hours consisting of two consecutive workdays) or may be spread over a longer period of time (such as sixteen hours consisting of two hours in each of eight different workweeks), as the City Administrator deems appropriate. In that connection, the City Administrator will endeavor to minimize or diffuse the economic impact of a furlough on an employee to the extent that the City Administrator determines such impact may be minimized or diffused without unduly disrupting or delaying City operations or the provision of City services.
- (8) No furlough or furloughs imposed on any individual employee under this Section 7.26 may exceed, in total, eighty (80) hours of furlough during any fiscal year of the City, without the express approval of the City Council.
- (9) At the end of any period of furlough, the employee shall return to the position held by the employee prior to the furlough. Failure to promptly report and return to work at the end of a furlough period may result in disciplinary action, up to and including dismissal from employment.
- (10) A furlough shall have no effect on performance evaluations, pay rate increases, City contributions to employee insurance during a furlough period, sick leave accruals or vacation leave accruals during a furlough period. A period of furlough shall not constitute a break in service.
- (11) A furlough is not a disciplinary action. The City Administrator may impose furloughs on City employees only for reasons of budget restriction or constraint, or other need of the City to reduce expenditures. Disciplinary matters shall be addressed under other applicable provisions of this Personnel Manual or under applicable civil service laws and regulations, and not under this Section 7.26.
- (12) This Section 7.26 is intended to comply with the Fair Labor Standards Act regulation, 29 C.F.R. §541.5d (b), which permits furloughs for budgetary reasons without affecting the exempt status of certain salaried employees except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

7.26 Reduction in Force Policy for Police Department Employees.

- (1) As used in this Policy, "reduction in force" and "reduction" shall mean the implementation of a decision of the Mayor and City Council that the need exists to reduce, within the Police Department of the City, the number of full-time employees ("Employees") or the number of non-vacant full-time employment positions ("Employment Positions") on a permanent basis or for an indefinite period of time.
- (2) The City Administrator shall make a preliminary determination that a reduction in force is necessary and of the ranks or pay grades of the Employees or Employment Positions to be reduced, as well as the number of Employees to be affected by the proposed reduction.

- (3) The City Administrator shall present the proposed reduction to the Mayor and City Council, with an explanation of the reasons for the proposed reduction as well as a recommendation regarding the ranks or pay grades of the Employees or Employment Positions proposed to be reduced and the numbers of Employees proposed to be reduced.
- (4) The Mayor and City Council will then approve, reject or modify the City Administrator's proposed reduction and recommendations, and adopt an appropriate resolution or motion regarding the proposed reduction.
- (5) In accordance with the resolution or motion adopted by the Mayor and City Council, the City Administrator shall select any Employees to be reduced. In selecting such Employees, the City Administrator shall consult with the Chief of Police, and the City Administrator and Chief of Police shall consider such selection factors as they deem appropriate. However, in accordance with the provisions of Nebraska statutes and of the City Code of Ordinances, the City Administrator and Chief of Police must at a minimum consider each of the following factors, giving to the various factors such weight as the City Administrator and Chief of Police consider prudent and advisable under the circumstances:
 - (A) The multiple job skills recently or currently being performed by the Employee;
 - (B) The knowledge, skills, and abilities of the Employee;
 - (C) The performance appraisal of the Employee, including any recent or pending disciplinary actions involving the Employee;
 - (D) The employment policies and staffing needs of the Police Department together with contracts, ordinances, and statutes related thereto;
 - (E) Required federal, state, or local certifications or licenses; and
 - (F) Seniority.
- (6) The City Administrator shall notify each Employee who is to be affected by a reduction, as well as any certified or recognized collective bargaining representative of such Employee, at least thirty (30) calendar days before the proposed effective date of the reduction.
- (7) An Employee reduced in force shall be considered to have been released from service with honor and shall upon request be provided a letter to that effect.
- (8) A reduced Employee shall have a preferred right of re-appointment to a full-time position of employment within the Police Department that becomes vacant or is newly created within two (2) years after the effective date of the reduction of the Employee

(“Recall Position”). This right of recall shall be limited to Recall Positions for which the Employee is qualified, as determined by:

- (A) Previous full-time employment with the City; and
- (B) Current ability to perform the essential functions and duties of the available Recall Position, with or without reasonable accommodation.

Reduced Employees shall be recalled for such re-appointments on the basis of length of full-time service, with the reduced Employee having the greatest length of full-time service being recalled first.

(9) As used in this policy, “length of full-time service” means continuous length of service in the rank or classification of the available Recall Position without a break or interruption of service. The following shall not constitute a “break or interruption of service” under this definition:

- (A) Any suspension for disciplinary reasons;
- (B) Any leave of absence due to furlough imposed by the City or due to military duty;
- (C) Any absence while on authorized leave with pay or with City-provided disability or workers’ compensation benefits; and
- (D) Any absence while on authorized leave without pay for sixty (60) calendar days or less.

Except as stated otherwise in this subsection 7.27(9), any absence while on authorized leave without pay for more than sixty (60) calendar days shall reduce the Employee’s “length of full-time service” by the entire period of the leave of absence.

(10) The following procedure shall be used in recalling qualified Employees to Recall Positions within the two (2) year period during which they have preferred rights:

- (A) If the City Administrator determines that a Recall Position for which a reduced Employee has a right of recall is or will become available, the City Administrator shall notify the reduced Employee in writing of the availability of the Recall Position and its commencement date. The City Administrator shall further notify the reduced Employee that the reduced Employee has ten (10) calendar days from the date of the City Administrator’s notice in which to communicate to the City Administrator the reduced Employee’s acceptance of the offered Recall Position. The City Administrator’s notice will be deemed to have been given on personal delivery to the Employee, or on the mailing of the notice to the reduced Employee by certified mail at the most recent mailing address shown for the reduced Employee in the reduced Employee’s City personnel file. Reduced Employees shall

have the responsibility of keeping the City Clerk informed of any change of mailing address.

- (B) If the reduced Employee does not notify the City Administrator, within the ten (10) calendar day period after the date of personal delivery or mailing of the City Administrator's notice, of the reduced Employee's acceptance of the offered Recall Position, or if the reduced Employee makes no response within such ten (10) day period, the reduced Employee shall have waived any right of recall respecting that offered Recall Position as well as any subsequently available Recall Position. The City Administrator shall thereupon follow the same procedure in successively offering the available Recall Position to any other reduced Employee(s) who have recall rights regarding the Recall Position. If there are no other reduced Employees having such recall rights, the Recall Position shall be filled through the usual hiring or promotion procedure.
- (11) A reduced Employee who is recalled under this procedure shall, upon full-time re-appointment, retain benefits, rank, salary grade, and length of service which had accrued to the Employee prior to the reduction, to the extent appropriate to the Recall Position and to the extent that the recalled Employee has not acted to reduce, cancel or impair such benefits (such as by withdrawing retirement plan accounts). Any absence for more than sixty (60) days due to a reduction in force, however, shall not be considered as a period of employment by the City for any purpose.
- (12) If the reduction of an Employee based upon the provisions of this policy would, in the determination of the City solely, place the City in noncompliance with any federal or state law, regulation or order of court, the City may vary its actions from the provisions of this policy as the City may deem necessary to comply with such law, regulation or order of court.
- (13) Cross References: Nebraska Revised Statute §19-1830(9) and (10); La Vista Code of Ordinances §37.15; La Vista Civil Service Commission Rule 6.5.

7.27 Voluntary Dock Day Program

- (1) This Section 7.28 applies to and regarding all City employees. It is established pursuant to principles of public accountability, which require that public funds not be used to pay an employee for time not worked except as provided under some form of approved or collectively negotiated paid leave benefit.
- (2) Policy and Effective Dates: It is the policy of the City of La Vista to allow for a Voluntary Dock Day Program (VDDP) to reduce and/or defer payroll costs on a short-term basis. The purpose of the VDDP is to help reduce City expenditures during periods of challenging budget shortfalls, yet maintain critical City services at acceptable levels. The VDDP offers employees the opportunity to pursue educational goals, address family issues or handle other personal needs that require time off from work, without pay but without loss of health benefits or seniority. The VDDP is available to all full-time employees, irrespective of the

funding sources for their positions. Department heads may determine, however, which of the two VDDP Options to allow, based on the operational needs of their departments.

(3) Eligibility: The VDDP is available to all full-time regular employees of the City who have completed at least six (6) full pay periods of employment and who request to participate, subject to approval of their department heads. Part-time, seasonal and temporary employees are not eligible to participate in the VDDP. In addition, employees must be on a paid status at the time of enrollment and on the workday prior to first taking time off under the VDDP. Employees must also ensure that they have performed sufficient compensable work to have adequate wages being paid to them to cover their normal payroll deductions and benefit contribution amounts, as applicable.

(4) Voluntary Time Off:

(a) VDDP Options: There are two VDDP Options for taking voluntary dock leave: (1) An employee's scheduled work hours or workdays may be reduced on a biweekly basis, with a corresponding reduction in pay, or (2) a block of time off may be scheduled as unpaid leave.

The employee and department head will mutually determine the amount of time reduction and the scheduling required (i.e., the reduced work day, work week or scheduled block of time off).

(b) Employees participating in the VDDP will be allowed continuation of their employee benefits while on voluntary dock leave. They will retain their full-time work status for benefit purposes. Voluntary dock days will have no effect on the following benefits:

(1) Flexible benefit allowance;

(2) Medical/dental/vision/life insurance eligibility and coverage;

(3) Retirement eligibility; and

(4) Rate of other pay that is included in the compensation base for pension calculation, except to the extent that such pay is based on the actual number of hours worked. This includes FTO pay, educational incentive pay, etc.

(c) Voluntary dock leave will not cause a break in service, or a reduction in an employee's service credit for the purposes of seniority, probationary period, retirement, leave accumulation, or anniversary date/merit salary adjustment. VDDP participants who take a block of time off will not lose their seniority and vesting status for the voluntary dock leave period, or any leave accrual(s) during the voluntary dock leave period.

(e) Payroll taxes and withholdings will be calculated based on the actual hours worked and the actual pay and benefits received. Eligibility for overtime during the voluntary dock

PERSONNEL RULES AND REGULATIONS

leave period will be calculated based on actual hours worked. Voluntary dock leave hours will not count as “hours worked” for overtime pay purposes.

(f) Voluntary dock leave must be taken in increments of full hours per pay period. For a block of time taken as voluntary dock leave, the leave must be taken in full days. Total voluntary dock leave shall not exceed forty (40) hours in any fiscal year for any single employee.

(5) **Voluntary Dock Day Enrollment:** Department heads are encouraged to promote VDDP in order to reduce departmental expenditures. Department heads may determine, however, which VDDP Options to allow based on the operational needs of their departments.

All eligible employees will be made aware of the VDDP. New hires may enroll during enrollment periods following six (6) full pay periods of employment. Employees must complete the Voluntary Dock Day Program Enrollment and Cancellation Application (“VDDP Agreement”), which must be submitted by the department head to the City Administrator. No employee may take voluntary dock leave unless the request is approved by both the department head and the City Administrator. An employee must request voluntary dock leave at least forty-eight (48) hours in advance of the requested time off.

(6) **Election Changes:** An employee whose VDDP Agreement has been approved may not reduce the approved and scheduled dock leave or cancel the VDDP Agreement unless:

- (a) The employee transfers to another department;
- (b) The employee terminates employment with the City; or
- (c) The employee demonstrates a personal hardship.

Any changes to the VDDP Agreement will require completion of a new VDDP Agreement, which will not be effective unless it is submitted to and approved by both the department head and the City Administrator.

(7) **Payroll Contributions/Deductions:** Participation in the VDDP will reduce the employees’ immediate take home pay. In determining the amount of time off to request, an employee must ensure that he or she has performed sufficient compensable work to be receiving adequate wages from the City to cover the employee’s usual required payroll deductions (such as tax withholdings, credit union deposits, deferred compensation contributions and loan payments, union dues, life insurance, dependent care and health care Flexible Spending Accounts, and so forth).

(8) **Furlough Credits:** If, after the employee has taken voluntary dock leave during a fiscal year, the City Administrator imposes a budget-required furlough under section 7.26 for that same fiscal year, then that employee shall be allowed a credit against the imposed furlough period equivalent to the voluntary dock leave earlier taken by the employee. To the extent of the voluntary dock leave earlier taken, the employee may continue to work during the furlough

PERSONNEL RULES AND REGULATIONS

period (if the employee's department/building is open) or the employee may use accrued vacation, holiday, or compensatory time to receive pay for that credited portion of the furlough period.

(9) Cost Savings to City/Advantages to Employees: The savings to the City from the VDDP include direct salary savings, reduction in FICA/Medicare taxes and reduction in pension contributions in the current fiscal year (both employer portion and employee pick-up). The advantage to the employee is a reduction in work hours to accomplish other personal goals, without loss of employee benefits.

Payroll savings will help to lessen or avert the need for temporary or permanent reductions in force or budget-required furloughs. If a budget-required furlough is imposed, employees who elect to participate in the VDDP will not suffer a double loss of income in the same fiscal year.

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

Subject:	Type:	Submitted By:
APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2022-2023 BUDGET – FIRST AMENDMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to approve the Sarpy County and Cities Wastewater Agency FY2022-2023 First Amendment to the Budget.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”).

Pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member. The Agency Board has approved the proposed FY2022-2023 Budget Amendment #1 on January 25, 2023, attached as Exhibit A, along with a copy of the Agency Resolution Approving the Sarpy County and Cities Wastewater Agency FY 2022-2023 Budget Amendment #1.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO THE SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2022-2023 BUDGET.

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

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

RESOLUTION APPROVING THE FIRST AMENDMENT TO SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2022-2023 BUDGET

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Agency Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Agency Resolution No. 2022-014, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2022-2023 Budget (the “FY2022-2023 Budget”);

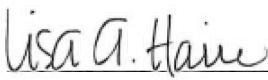
WHEREAS, the Agency Treasurer proposed and presented to the Agency Board the amended FY2022-23 Budget; and

WHEREAS, the Agency Board discussed the proposed amended FY2022-2023 Budget and after discussion the Board deemed it advisable to approve the proposed amended FY2022-2023 Budget, attached hereto as **Exhibit A**, pursuant to Section IX of the Agency Formation Interlocal to be presented to the governing body of each Agency Member.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached amended FY2022-2023 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the amended FY2022-2023 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 25th day of January, 2023.


 Lisa A. Hain
 Sarpy County and Cities
 Wastewater Agency Secretary




 David R. Kelly
 Sarpy County and Cities Wastewater
 Agency Board Chairman

Exhibit A

Amended FY2022-2023 Budget

[attached]

SARPY COUNTY & CITIES WASTEWATER AGENCY

FY 2023 PROPOSED BUDGET AMENDMENT #1

07/01/2022 to 06/30/2023

	FY2022 Budget Amendment #1	Adopted FY 2023 Budget	Actual FY 2023 Jul-Nov	Proposed FY 2023 Amendment #1
10000 Money Market				
10010 Operation and Maintenance	\$ 1,424,075	\$ 1,424,075	\$ 1,424,075	\$ 1,424,075
10020 Loan Payment	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
10030 County Repayment	\$ -	\$ -	\$ -	\$ -
10040 Surplus	\$ 4,171,519	\$ 4,171,519	\$ 4,171,519	\$ 4,171,519
Total 10000 Money Market	\$ 6,457,866	\$ 7,095,594	\$ 7,095,594	\$ 7,095,594
REVENUES:				
25000 CWSRF Planning Loan	\$ 1,944,599	\$ -	\$ -	\$ -
25010 CWSRF Construction Loan	\$ 9,035,000	\$ 44,138,500	\$ 6,694,026	\$ 55,013,500
25020 Additional Construction Loan or Grant	\$ -	\$ -	\$ -	\$ -
26000 Member PILOT Contributions	\$ 321,900	\$ 150,000	\$ -	\$ 589,659
40005 Gemini Customer Contribution Funds Used	\$ 4,930,000	\$ 5,970,000	\$ 2,238,770	\$ 5,970,000
40100 Connection Fees	\$ 5,500,000	\$ 25,000	\$ -	\$ 2,055,000
40200 User Rate Charges	\$ -	\$ -	\$ -	\$ -
40300 Misc. Revenue	\$ -	\$ -	\$ -	\$ -
40310 Federal Earmark	\$ -	\$ 3,400,000	\$ -	\$ 3,400,000
40320 Sarpy County ARPA Funds	\$ -	\$ -	\$ -	\$ 7,000,000
40400 Bellevue Expanded Force Main Payment	\$ -	\$ 2,000,000	\$ -	\$ 3,650,000
45001 Interest	\$ 192,000	\$ 150,000	\$ 47,705	\$ 150,000
TOTAL REVENUES:	\$ 21,923,499	\$ 55,833,500	\$ 8,980,501	\$ 77,828,159
TOTAL RESOURCES AVAILABLE:	\$ 28,381,365	\$ 62,929,094	\$ 16,076,095	\$ 84,923,753
EXPENDITURES:				
Reimbursement to Sarpy County for Reimbursable Contributions	\$ -	\$ -	\$ -	\$ -
Principal Repayment to NDEE for Planning Loan	\$ 250,000	\$ 500,000	\$ -	\$ 500,000
60001 Financial Advisor Fees	\$ 200,000	\$ 100,000	\$ 36,377	\$ 200,000
60005 Consulting Fees				
60005.01 Steven Jensen Consulting	\$ 48,000	\$ 30,000	\$ 2,663	\$ 30,000
60005.02 Christine Myers Consulting	\$ 12,000	\$ 12,000	\$ 3,850	\$ 12,000
60005.40 Midwest ROW Consulting	\$ 100,000	\$ 442,000	\$ -	\$ 442,000
Total 60005 Consulting Fees	<b">\$ 160,000</b">	\$ 484,000	\$ 6,513	\$ 484,000
60006 Engineering Fees				
60006.01 Misc. Engineering Fees	\$ 45,000	\$ 20,000	\$ 2,105	\$ 20,000
60006.02 Phase 1A Engineering Fees	\$ 2,400,000	\$ 80,000	\$ 130,620	\$ 150,000
60006.03 Task Order 3 Engineering Fees	\$ 120,000	\$ 31,000	\$ 20,820	\$ 31,000
60006.04 Industrial Sewer System Engineering Fees	\$ 120,000	\$ -	\$ -	\$ -
Total 60006 Engineering Fees	<b">\$ 2,685,000</b">	\$ 131,000	\$ 153,545	\$ 201,000
60007 Agency Loan Admin Fees	\$ 24,190	\$ 24,000	\$ -	\$ 49,000
60010 Legal & Professional Services				
60020 Printing & Legal Notices	\$ 2,400	\$ 2,000	\$ 49	\$ 2,000
60030 Insurance	\$ 50,000	\$ 28,500	\$ 25,016	\$ 28,500
60040 Bookkeeping, Payroll & Financial Statements	\$ 16,300	\$ 17,000	\$ 3,581	\$ 60,000
60050 Audit Fees	\$ 19,250	\$ 18,000	\$ 7,000	\$ 18,000
60060 Legal Services	\$ 550,000	\$ 550,000	\$ 110,496	\$ 550,000
60070 Other Professional Services	\$ -	\$ -	\$ 73,663	\$ 115,500
60080 Rate Study Services	\$ -	\$ 70,000	\$ -	\$ 70,000
Total 60010 Legal & Professional Services	<b">\$ 637,950</b">	\$ 685,500	\$ 219,805	\$ 844,000
60100 USSWS Project Costs				
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 1,100,000	\$ 1,700,000	\$ 297,825	\$ 1,700,000
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 5,970,000	\$ 4,600,000	\$ 3,031,062	\$ 6,200,000
60130 Industrial Sewer System (ISS)	\$ 4,350,000	\$ 5,900,000	\$ 2,133,315	\$ 5,700,000
60140 Lift Stations (LS)	\$ -	\$ 7,000,000	\$ 51,481	\$ 8,930,000
60143 Force Main, Segments 1-4 (FM)	\$ -	\$ 23,000,000	\$ 5,711,037	\$ 43,360,000
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ -	\$ 7,000,000	\$ 564,890	\$ 5,350,000
60150 SCI Bid Phase Services	\$ 40,000	\$ -	\$ -	\$ -
60160 ISS Bid Phase Services	\$ 40,000	\$ -	\$ -	\$ -
60170 SCI Construction Phase Services	\$ 420,000	\$ 415,500	\$ 178,523	\$ 415,500
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ -	\$ 1,600,000	\$ 180,116	\$ 1,600,000

SARPY COUNTY & CITIES WASTEWATER AGENCY

FY 2023 PROPOSED BUDGET AMENDMENT #1

07/01/2022 to 06/30/2023

	FY2022 Budget Amendment #1	Adopted FY 2023 Budget	Actual FY 2023 Jul-Nov	Proposed FY 2023 Amendment #1
60180 ISS Construction Phase Services	\$ 420,000	\$ 366,000	\$ 140,268	\$ 366,000
60185 LS, FM & ZC3 Phase 1A Construction Testing; Surveying	\$ -	\$ 250,000	\$ -	\$ 315,000
Total 60100 USSWS Project Costs	\$ 12,340,000	\$ 51,831,500	\$ 12,288,517	\$ 73,936,500
62000 USSWS Operations & Maintenance				
62010 ISS/Basin Electrical O&M	\$ -	\$ 500	\$ -	\$ 500
62020 ISS/Basin Grounds O&M	\$ 1,150	\$ 2,500	\$ -	\$ 2,500
62030 ISS Line O&M	\$ -	\$ 500	\$ -	\$ 500
62040 ISS/Basin Manhole/Structure O&M	\$ -	\$ 500	\$ -	\$ 500
62050 ISS/Basin Misc. O&M	\$ -	\$ 500	\$ -	\$ 500
62060 ISS/Basin Permit Complaince	\$ -	\$ 500	\$ -	\$ 500
62070 ISS/Basin Sampling & Testing	\$ -	\$ 1,200	\$ -	\$ 1,200
62080 ISS/Basin Software	\$ -	\$ 1,500	\$ -	\$ 1,500
62090 ISS/Basin Supply Power	\$ -	\$ 1,200	\$ -	\$ 1,200
62100 ISS/Basin Wireless/Internet	\$ -	\$ 1,200	\$ -	\$ 1,200
62310 USSWS Electrical O&M	\$ -	\$ -	\$ -	\$ -
62320 USSWS Grounds O&M	\$ 1,150	\$ 2,500	\$ -	\$ 2,500
62330 USSWS Line O&M	\$ -	\$ -	\$ -	\$ -
62340 USSWS Manhole O&M	\$ -	\$ -	\$ -	\$ -
62350 USSWS Misc. O&M	\$ -	\$ 500	\$ -	\$ 500
62360 USSWS Permit Complaince	\$ -	\$ 500	\$ -	\$ 500
62370 USSWS Sampling & Testing	\$ -	\$ 500	\$ -	\$ 500
62380 USSWS SCADA System	\$ -	\$ -	\$ -	\$ -
62390 USSWS Supply Power	\$ -	\$ 600	\$ -	\$ 600
62400 USSWS Wireless/Internet	\$ -	\$ 600	\$ -	\$ 600
62500 USSWS One-Call Locates	\$ -	\$ -	\$ -	\$ -
62510 ISS One-Call Locates	\$ -	\$ 300	\$ -	\$ 300
62540 Misc. Shipping	\$ 100	\$ 100	\$ -	\$ 100
62550 Contracted Services	\$ -	\$ 1,000	\$ -	\$ 1,000
62950 O&M Contingency Funds	\$ -	\$ 10,000	\$ -	\$ 10,000
Total 62000 USSWS Operations & Maintenance	\$ 2,400	\$ 26,700	\$ -	\$ 26,700
63000 Vehicles & O&M Equipment				
63001 Vehicles	\$ 32,200	\$ 60,300	\$ 42,172	\$ 60,300
63003 Large Equipment (+\$5,000)	\$ 7,000	\$ 6,000	\$ 5,850	\$ 6,000
63006 Small Equipment (-\$5,000)	\$ 2,400	\$ 3,500	\$ 2,582	\$ 3,500
63008 Equipment/Tool Rental	\$ 1,200	\$ 3,000	\$ -	\$ 3,000
63010 Vehicle Fuel	\$ 2,400	\$ 9,000	\$ 844	\$ 9,000
63020 Equipment Fuel	\$ -	\$ 1,000	\$ -	\$ 1,000
63040 Vehicle Repairs & Maintenance	\$ -	\$ 4,000	\$ 284	\$ 4,000
63050 Equipment Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
63070 Safety / PPE	\$ 1,200	\$ 2,000	\$ 637	\$ 2,000
63090 Insurance: Commercial Automobile	\$ -	\$ 3,500	\$ 4,329	\$ 3,500
63950 Equipment Contingency Funds	\$ -	\$ 10,000	\$ -	\$ 10,000
Total 63000 Vehicles & O&M Equipment	\$ 46,400	\$ 102,300	\$ 56,698	\$ 102,300
64000 Office Equipment & Supplies				
64005 Office Supplies	\$ 300	\$ 300	\$ 198	\$ 300
64010 Office Tools, Equipment & Maintenance	\$ 2,400	\$ 600	\$ -	\$ 600
64020 Computers, Printers & Furniture	\$ 10,000	\$ 6,000	\$ 2,250	\$ 6,000
64030 Software / SAS	\$ 12,000	\$ 17,000	\$ 2,986	\$ 17,000
64035 SCIS IT Services	\$ 5,000	\$ 12,000	\$ 1,405	\$ 12,000
64040 Insurance: Electronic Data Processing	\$ -	\$ 250	\$ 100	\$ 250
64050 Office Rental	\$ 8,360	\$ 9,000	\$ 18,000	\$ 18,000
64060 Postage & Shipping	\$ 180	\$ 90	\$ 62	\$ 90
Total 64000 Office Equipment & Supplies	\$ 38,240	\$ 45,240	\$ 25,001	\$ 54,240
65000 Personnel & Benefits				
65010 Salaries, Full Time	\$ 100,000	\$ 226,000	\$ 42,462	\$ 226,000
65012 Phone Allowance	\$ -	\$ 2,400	\$ 300	\$ 2,400
65020 Payroll Taxes	\$ 7,560	\$ 18,080	\$ 3,083	\$ 18,080
65030 Deferred Compensation	\$ 10,000	\$ 27,500	\$ 1,218	\$ 27,500
65040 Health Insurance	\$ 27,600	\$ 50,000	\$ 7,262	\$ 50,000
65045 Post-Employment Health Insurance Plan	\$ -	\$ 2,845	\$ 1,404	\$ 2,845

SARPY COUNTY & CITIES WASTEWATER AGENCY

FY 2023 PROPOSED BUDGET AMENDMENT #1

07/01/2022 to 06/30/2023

	FY2022 Budget Amendment #1	Adopted FY 2023 Budget	Actual FY 2023 Jul-Nov	Proposed FY 2023 Amendment #1
65050 Dental Insurance	\$ 1,440	\$ 1,800	\$ 284	\$ 1,800
65060 Life Insurance	\$ 600	\$ 110	\$ 15	\$ 110
65070 Disability Insurance	\$ 1,500	\$ 800	\$ -	\$ 800
65080 Unemployment / Benefit Payout	\$ 300	\$ 1,000	\$ -	\$ 1,000
65090 Workers Compensation Insurance	\$ 4,000	\$ 12,500	\$ 4,805	\$ 12,500
65100 Uniform Allowance	\$ 1,500	\$ 2,500	\$ -	\$ 2,500
65110 Licenses / Certifications	\$ 1,800	\$ 1,500	\$ -	\$ 1,500
65120 Books / Periodicals	\$ 400	\$ 500	\$ -	\$ 500
65130 Organizational Dues	\$ 1,200	\$ 1,800	\$ 635	\$ 1,800
65140 Professional Dev. / Conferences	\$ 1,200	\$ 2,000	\$ 1,520	\$ 2,000
65150 Travel & Lodging	\$ 1,200	\$ 2,000	\$ 207	\$ 2,000
65160 Recruitment & Onboarding	\$ 3,000	\$ 1,000	\$ -	\$ 1,000
65170 Personnel Contingency Funds	\$ 30,000	\$ 20,000	\$ (164)	\$ 10,000
65300 Reimbursement to Agency Members for Secretary & Treasurer	\$ -	\$ 24,000	\$ -	\$ -
Total 65000 Personnel & Benefits	\$ 193,300	\$ 398,335	\$ 63,031	\$ 364,335
TOTAL EXPENDITURES:	\$ 16,577,480	\$ 54,328,575	\$ 12,849,487	\$ 76,762,075
NET REVENUES - EXPENDITURES:	\$ 5,346,019	\$ 1,504,925	\$ (3,868,986)	\$ 1,066,084
ENDING MONEY MARKET BALANCE:	\$ 11,803,885	\$ 8,600,519	\$ 3,226,608	\$ 8,161,678

FY 2023 Budget Amendment #1 Adopted by Agency Governing Body: 1/25/2023

FY 2023 Budget Amendment #1 Adopted by Sarpy County Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by Bellevue Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by Gretna Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by La Vista Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by Papillion Governing Body: _____

FY 2023 Budget Amendment #1 Adopted by Springfield Governing Body: _____

FY 2023 Agency Budget Amendment #1 Effective Date: _____

*Budget becomes effective upon approval by the governing bodies of all participating entities.