

## LA VISTA CITY COUNCIL MEETING AGENDA

March 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**
- **Appointment of Finance Director – Margaret Harris**  
1. **Resolution – Approval of Bond of Margaret Harris**
- **Proclamations**  
- **Women in Construction Week**  
- **Gold Award – Millie Belik**

*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 February 21, 2023 City Council Meeting**
  3. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$18,959.10**
  4. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$4,301.50**
  5. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$663,865**
  6. **Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$1,431.69**
  7. **Approval of Claims**
- **Reports from City Administrator and Department Heads**
  - **Presentation – 84<sup>th</sup> Street Bridge Design**
- B. Ordinance – Adopt Municipal Code Section 72.29 – Parking Restrictions**
- C. Resolution – Authorize Agreement – BerganKDV – Audit Preparation Amendment**
- D. Resolution – Authorize Agreement – BerganKDV – Professional Training Services**
- E. Resolution – Amend Interlocal Cooperation Agreement – Animal Control Services**
- F. Resolution – Declare Equipment Surplus**
- G. Resolution – Authorize Purchase – Portable Radios**
- H. Resolution – Authorize Purchase – Networking Equipment – The Link**
- **Comments from the Floor**
  - **Comments from Mayor and Council**
  - **Adjournment**

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

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF BOND	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to approve the executed bond of Margaret Harris, the new Finance Director.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for bonds for elected and appointed officials.

**RECOMMENDATION**

Approval.

**BACKGROUND**

State Statute outlines bonding requirements for elected and appointed officials. In addition, the La Vista Municipal Code indicates that the Finance Director shall be bonded for \$25,000.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE OFFICIAL BOND OF MARGARET HARRIS.

WHEREAS, the City Clerk presents at this meeting an individual bond previously filed with her.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council make and approve the following findings: The Bond is in joint and several form, payable to the City of La Vista in the penalty amount of \$25,000, conditioned for the faithful discharge of the duties of the office of the person giving said Bond; the corporate sureties of said Bond are legally authorized to transact business in the State of Nebraska; the Bond has been executed by the principal and sureties thereof and the required oath has been endorsed thereon and executed by the principal; the Bond has been previously filed with the City Clerk; and all applicable legal requirements with respect to said Bond have been satisfied.

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF MARCH 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



PROCLAMATION  
**WOMEN IN CONSTRUCTION WEEK**  
**NATIONAL ASSOCIATION OF WOMEN IN CONSTRUCTION**

WHEREAS, the National Association of Women in Construction (NAWIC) Greater Omaha Chapter has distinguished itself for over 59 years as the voice of women in construction in Eastern Nebraska; and

WHEREAS, the work done by the Greater Omaha Chapter has benefited the City of La Vista through community development and educational programs; and

WHEREAS, the Greater Omaha Chapter has unceasingly promoted the employment and advance of women in the construction industry; and

WHEREAS, the construction community, represented by Greater Omaha Chapter has been a driving force in fostering community development through renovation and beautification projects; promotion of skilled trades careers; and a positive vision of the future; and

WHEREAS, the Greater Omaha Chapter has sought to achieve successful results for the City of La Vista and surrounding areas in a cooperative spirit with other organizations.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby recognize the National Association of Women in Construction Greater Omaha Chapter and its many dedicated volunteers for its steadfast work on behalf and support of women in construction and do proudly proclaim the week of March 5-11, 2023 as **WOMEN IN CONSTRUCTION WEEK** and encourage our residents to congratulate the organization on its many accomplishments.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 7<sup>th</sup> day of March, 2023.

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



## PROCLAMATION

WHEREAS, the Gold Award is the highest and most prestigious award in Girl Scouting; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve a Gold Award; and

WHEREAS, fewer than six percent of all Girl Scouts achieve this goal annually; and

WHEREAS, as her Gold Award project, Millie Belik organized the creation of a collection of baking pans and cake decorating supplies for the La Vista Public Library; and

WHEREAS, the City of La Vista wishes to recognize this noteworthy achievement of Millie Belik;

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby congratulate Millie Belik on her endeavors to attain her Gold Award and commend her for her unwavering commitment to the Girls Scouts of the USA.

DATED THIS 7TH DAY OF MARCH 2023.

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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# MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING February 21, 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 February 21, 2023. Present were Councilmembers: Frederick, Sheehan, Ronan, Thomas, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Chief of Police Lausten, Director of Administrative Services Pokorny, Deputy Community Development Director Solberg, Director of Public Works Soucie, Recreation Director Stopak, City Engineer Dowse, Library Director Barcal, Human Resources Director Lowery and Finance Director Harris.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on February 8, 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.

### CITY OF LA VISTA LIFE SAVING AWARD

Chief Lausten presented the City of La Vista Life Saving Award to Sue Tangeman, Robert Perry, Kaily Stanley and Kevin Pokorny.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE FEBRUARY 7, 2023 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – DECEMBER 2022
4. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREET BRIDGE – \$5,548.75
5. REQUEST FOR PAYMENT – MACKIE CONSTRUCTION – CONSTRUCTION SERVICES – CENTRAL PARK ACCESS ROAD – PARK VIEW BLVD – \$72,093.18
6. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – TOPOGRAPHIC SURVEY – \$8,875.00
7. REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO – CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS – \$1,087,119.00
8. REQUEST FOR PAYMENT – CITY OF OMAHA – SANITARY SEWER CONNECTION FEES – \$15,515.12
9. REQUEST FOR PAYMENT – PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT – STORMWATER MANAGEMENT FEES – \$69,472.19
10. RESOLUTION NO. 23-022 – AUTHORIZE PAYMENT – SEWER CAMERA REPAIR

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO MACQUEEN EQUIPMENT, ST. PAUL, MINNESOTA FOR EMERGENCY REPAIRS MADE TO THE SEWER CAMERA IN AN AMOUNT NOT TO EXCEED \$8,250.92.

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

WHEREAS, the Sewer Maintenance Budget provides funding for the repairs; 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.

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to MacQueen Equipment, St. Paul, Minnesota for emergency repairs made to the sewer camera in an amount not to exceed \$8,250.92.

## 11. APPROVAL OF CLAIMS

1000 BULBS, bld&grnds	484.01
ACCO UNLIMITED CORP, services	570.00
ACTION BATTERIES, maint.	43.95
AHF, books	20.00
ALEGENT CREIGHTON HEALTH, services	1,719.00
ALFRED BENESCH & CO, services	8,286.50
AMAZON, supplies	2,025.10
AMERICAN HERITAGE LIFE INS CO, services	1,219.87
ANDERSON, P., travel	222.50
ARNOLD MOTOR SUPPLY, maint.	104.99
ASPEN EQUIPMENT CO, services	3,040.26
AT&T MOBILITY LLC, phones	98.32
BABER, B., travel	355.10
BACON LETTUCE CREATIVE, services	1,560.00
BADGER BODY & TRUCK EQUIP, maint.	3,365.00
BIBLIOTHECA LLC, media	23.77
BISHOP BUSINESS EQUIPMENT, services	1,074.64
BLACK HILLS ENERGY, utilities	17,255.25
BOBCAT OF OMAHA, services	2,875.00
BOTACH INC, supplies	3,400.00
BRITE IDEAS DECORATING, supplies	78.48
BUETHE, P., travel	222.50
CENTER POINT INC, books	383.52
CENTURY LINK/LUMEN, phones	183.17
CHI HEALTH EMPLOYEE ASST, services	3,146.55
CINTAS CORP, services	38.50
CITY CENTRE MUSIC VENUE LLC, grant	230,271.49
COMPLETE TACTICAL CONSULTANTS, services	300.00
COX COMMUNICATIONS INC, services	467.15
CULLIGAN OF OMAHA, supplies	44.65
CUMMINS CENTRAL POWER LLC, bld&grnds	347.86
D & K PRODUCTS, supplies	60.00
DANIELSON TECH SUPPLY INC, services	19,168.00
DATA443 RISK MITIGATION INC, services	316.88
DEARBORN NAT'L LIFE INS CO, services	7,944.12
DIAMOND VOGEL PAINTS, bld&grnds	3,876.72
DOUGLAS COUNTY SHERIFF'S OFC, services	777.50
ECHO GROUP INC, bld&grnds	174.54
EDGEWEAR SCREEN PRINTING, apparel	42.00
ENCYCLOPEDIA BRITANNICA INC, media	925.00
ENTERPRISES INC, supplies	27.99
FAC PRINT & PROMO CO, supplies	341.75
FERGUSON ENTERPRISES, bld&grnds	265.32
FIRST WIRELESS INC, services	1,537.92
FITZGERALD SCHORR BARMETTLER, services	19,651.90
FLEETPRIDE, maint.	219.44
GALLS LLC, apparel	101.68
GRAINGER, bld&grnds	217.39
GREAT PLAINS COMMUNICATION, services	777.60
GREAT PLAINS UNIFORMS, apparel	1,540.00
GREGG YOUNG CHEVROLET INC, maint.	6.48
GUNN, B., travel	64.85
HDR ENGINEERING INC, services	4,137.44
HITOUCHE BUSINESS SERVICES, supplies	252.00
HTS AG, services	2,223.00
HUSKER AUTO GROUP INC, services	2,562.00
HYDRONIC ENERGY INC, bld&grnds	3.60
HY-VEE INC, services	140.00
INGRAM LIBRARY SERVICES, books	213.69

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IOWA AMERICAN RESCUE, services	3,100.00
J & J SMALL ENGINE SERVICE, maint.	976.83
JENSEN TIRE & AUTO, maint.	101.65
KIMBALL MIDWEST, supplies	29.28
LARSEN SUPPLY CO, supplies	395.92
LARSON, C., reimbursement	233.15
LINCOLN NAT'L LIFE INS CO, services	6,417.15
LOGAN CONTRACTORS SUPPLY, maint.	265.15
LOWE'S, supplies	241.92
MARCO INC, services	4.10
MEDICA INSURANCE CO, services	123,223.21
MENARDS-RALSTON, supplies	1,498.63
METLIFE, services	1,144.70
MID-AMERICAN BENEFITS INC, services	13,425.24
MIDWEST TAPE, media	11.24
MIDWEST TURF & IRRIGATION, bld&grnds	3,412.27
MOTOROLA SOLUTIONS INC, services	480.00
MSC INDUSTRIAL SUPPLY CO, maint.	115.72
NE IOWA INDL FASTENERS INC, maint.	17.01
NEBRASKALAND TIRE INC, maint.	395.16
NORTON, J., reimbursement	122.00
OFFICE DEPOT INC, supplies	2,092.98
OLSON, K., reimbursement	35.43
OLSSON INC, services	4,864.75
OMAHA WINNELSON SUPPLY, maint.	262.50
OMAHA WORLD-HERALD, services	676.00
ONE CALL CONCEPTS INC, services	95.72
PAPILLION SANITATION, services	1,925.54
PAYROLL MAXX, payroll & taxes	396,534.62
PER MAR SECURITY, services	582.59
PETERSEN MFG CO, bld&grnds	1,209.00
RDG PLANNING & DESIGN, services	5,512.31
RED WING, apparel	150.00
RESOURCE RENTAL CENTER INC, services	842.00
ROBERT HALF, services	2,830.40
ROBERT T. HENNICH, services	1,084.40
SAMPSON CONSTRUCTION CO INC, services	760,465.00
SIGN IT, services	472.50
SINNETT, J., travel	355.10
SOUTHERN COAST K9, services	14,000.00
SOUTHERN UNIFORM, apparel	422.12
SUNSET LAW ENFORCEMENT LLC, supplies	4,876.90
SUPER SEER CORP, services	880.80
TED'S MOWER SALES, maint.	48.00
THE COLONIAL PRESS INC, services	130.66
THE FILTER SHOP, maint.	784.68
THE SCHEMMER ASSOCIATES INC, services	237.50
THOMPSON DREESSEN & DORNER, services	27,486.30
TORNADO WASH LLC, services	189.00
TRANS UNION RISK, services	75.00
TRUCK CENTER COMPANIES, maint.	3,933.71
UNITED PARCEL, services	15.59
UNITED STATES POSTAL SERVICE, postage	1,752.65
US BANK NATIONAL ASSOC, supplies	28,530.14
VAUGHAN, C., travel	198.00
VERIZON WIRELESS, phones	365.63
VERMEER HIGH PLAINS, maint.	792.70
VOIANCE LANGUAGE, services	25.00

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

# MINUTE RECORD

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Administrative Services Pokorny introduced the new Finance Director, Meg Harris.

Communication Manager Beaumont provided an update on the community survey.

## GROW SARPY – FOURTH QUARTER REPORT

Mike Rooks with Grow Sarpy introduced himself and presented the fourth quarter report.

## B. RESOLUTION – AUTHORIZE AGREEMENT – RETIREMENT PLAN BENCHMARKING

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-023 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KELLEY INVESTMENT ADVISORY SERVICES, OMAHA, NEBRASKA TO BENCHMARK THE CITY'S RETIREMENT PLAN IN AN AMOUNT NOT TO EXCEED \$7,500.00.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that benchmarking our current retirement plan is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve a professional services agreement, in a satisfactory form to the City Administrator, be authorized with Kelley Investment Advisory Services, Omaha, Nebraska to benchmark our current retirement plan in an amount not to exceed \$7,500.00

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

## C. RESOLUTION – APPROVE RETIREMENT PLAN CONTACT AND ACCESS UPDATES

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-024 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE APPOINTMENT OF A PLAN COORDINATOR FOR THE CITY'S RETIREMENT PLANS WITH MISSION SQUARE RETIREMENT AND GIVING AUTHORITY TO THE DIRECTOR OF ADMINISTRATIVE SERVICES TO SIGN AND/OR APPROVE ALL PLAN-RELATED ITEMS.

WHEREAS, the City Council of the City of La Vista has determined that the appointment of a plan coordinator to the City's retirement plans with Mission Square Retirement is necessary; and

WHEREAS, the City Administrator, in consultation with staff, recommends the appointment of the Director of Administrative Services as the new plan coordinator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve the appointment of a plan coordinator for the City's retirement plans with Mission Square Retirement and giving authority to the Director of Administrative Services to sign and/or approve all plan-related items.

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

## **D. RESOLUTION – AUTHORIZE NO PARKING ZONES – HARRY ANDERSON AVENUE**

Councilmember Hale introduced and moved for the adoption of Resolution No. 23-025 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING NO PARKING ZONES ON THE SOUTHWESTERN SIDE OF HARRY ANDERSON AVENUE IN DESIGNATED AREAS.

WHEREAS, the City Council of the City of La Vista has determined that "No Parking Zones" are necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the installation of the appropriate signage designating these "No Parking Zones".

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

## **E. RESOLUTION – APPROVE CONTRACT – THE BLUE LINE OF LEADERSHIP**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-026 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PROCUREMENT OF TRAINING WITH THE BLUE LINE OF LEADERSHIP LLC, MESA, AZ IN AN AMOUNT NOT EXCEED \$6,300.00.

WHEREAS, the City Council of the City of La Vista has determined highly trained police officers are necessary to carry out the mission of the City of La Vista, and

WHEREAS, the Police Department received a Department of Justice grant award to acquire specialized field officer training, and

WHEREAS, The Blue Line of Leadership has been identified by the police department with a contemporary law enforcement field training curriculum, 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 the procurement of training from The Blue Line of Leadership LLC for field officer training in an amount not to exceed \$6,300.00.

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

## **F. RESOLUTION – AUTHORIZE PURCHASE – UNMANNED AERIAL SYSTEM (DRONE)**

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-027 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) AUTEL EVO II

# MINUTE RECORD

DUAL 640T ENTERPRISE BUNDLE V3 DRONE FROM HTS AG, HARLAN, IOWA IN AN AMOUNT NOT TO EXCEED \$7,088.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Unmanned Aerial System is necessary; and

WHEREAS, the Police Department received a BNSF Railway Foundation UAS (Drone) Program Modernization grant for the full amount of purchase, and

WHEREAS, HTS Ag is a highly qualified retailer utilized by numerous agencies in the Omaha Metropolitan Area for UAS purchases and support, 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 one (1) Autel EVO II Dual 640T Enterprise Bundle V3 Drone from HTS Ag, Harlan, Iowa in an amount not to exceed \$7,088.00.

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

## **G. RESOLUTION – AUTHORIZE PURCHASE & PROCUREMENT OF PROFESSIONAL SERVICES**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-028 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA FOR PURCHASE AND PROCUREMENT OF PROFESSIONAL SERVICES.

WHEREAS, the Mayor and City Council desires to ratify, affirm and approve the purchase and procurement of professional services for the Personnel Board.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby ratify, affirm and approve the purchase and procurement of professional services of David A. Blagg, as member of the Cassem, Tierney, Adams, Gotch & Douglas law firm, Omaha, NE, to represent and advise the Personnel Board in connection with appeals to the Board from time to time ("Work"), at and on such hourly rate, reimbursement of expenses and other terms and conditions for such Work as the Mayor or his designee determines satisfactory.

FURTHER RESOLVED, that the Mayor or his designee shall be authorized to take all further actions on behalf of the City to carry out the actions approved herein, including without limitation entering or executing any agreement, document, or instrument.

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

## **H. RESOLUTION – AUTHORIZE PURCHASE – PLAYGROUND EQUIPMENT**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-029 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR CENTRAL PARK EAST FROM CROUCH RECREATION IN AN AMOUNT NOT TO EXCEED \$250,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of playground equipment is necessary; and

# MINUTE RECORD

February 21, 2023

No. 729 – REDFIELD DIRECT E2106195KV

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase and installation; and  
WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase and installation of playground equipment at Central Park East in an amount not to exceed \$250,000.00.

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

## I. RESOLUTION – APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – ISLAND BNG GROUP, LLC DBA ISLAND BAR AND GRILL

### 1. PUBLIC HEARING

At 6:43 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Class C Liquor License application for Island Bar and Grill.

At 6:44 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

### 2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-030 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR ISLAND BNG GROUP, LLC DBA ISLAND BAR & GRILL IN LA VISTA, NEBRASKA.

WHEREAS, Island BnG Group LLC dba Island Bar & Grill, 7826 S. 123<sup>rd</sup> Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

WHEREAS, said licensing standards have been considered by the City Council in making its decision;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Island BnG Group LLC dba Island Bar & Grill, 7826 S. 123<sup>rd</sup> Plaza, La Vista, Sarpy County, Nebraska.

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

### J. DISCUSSION – REFLECTION PLAZA

City Administrator Gunn presented information on available locations for the Reflection Plaza. There was Council discussion.

# MINUTE RECORD

## COMMENTS FROM THE FLOOR

Trish Donoghue of 8729 Wilbur Street addressed the Council regarding street signs that light up at night and directional signs for city facilities.

## K. EXECUTIVE SESSION – LITIGATION

At 7:02 p.m. Councilmember Watuski made a motion to go into executive session for protection of the public interest for litigation. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:17 p.m. the Council came out of executive session. Councilmember Thomas made a motion to reconvene in open and public session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and City Council.

At 7:18 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried.

PASSED AND APPROVED THIS 21ST 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

January 31, 2023  
 Project No: R3003.066.01  
 Invoice No: 53206

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

**Professional Services through January 31, 2023**

**Fee**

<b>Billing Phase</b>	<b>Fee</b>	<b>Billed %</b>	<b>Earned</b>	<b>Prior Fee</b>	<b>Current Fee</b>
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	65.00	158,600.00	139,690.00	18,910.00
Total Fee	892,330.00		806,930.00	788,020.00	18,910.00
			<b>Total Fee</b>		<b>18,910.00</b>

**Reimbursable Expenses**

Printing	36.00
Mileage In Town	13.10
<b>Total Reimbursables</b>	<b>49.10</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Expenses	49.10	1,440.99	1,490.09
Limit			8,600.00
Remaining			7,109.91
<b>Total this Invoice</b>	<b>\$18,959.10</b>		

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
52927	12/31/2022	5,512.31
<b>Total</b>		<b>5,512.31</b>

*R. Ramirez  
 1-21-23  
 16,710.917.000 PARK  
 18001*

## Invoice

# olsson

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

February 21, 2023

Invoice No: 448820

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

**Invoice Total** **\$4,301.50**

Olsson Project # 022-03277 La Vista City Park Pavilion Testing  
 Professional services rendered through February 4, 2023 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 100 Earthwork  
**Labor**

	Hours	Rate	Amount
Technician	11.00	60.00	660.00
<b>Totals</b>	11.00		660.00
<b>Total Labor</b>			<b>660.00</b>

**Unit Billing**

Field Vehicle 1425	10.0 Miles @ 0.75	7.50
Field Vehicle 1257	33.0 Miles @ 0.75	24.75
<b>Total Units</b>		<b>32.25</b>
	<b>Total this Phase</b>	<b>\$692.25</b>

Phase 300 Concrete  
**Labor**

	Hours	Rate	Amount
Technician	20.25	60.00	1,215.00
<b>Totals</b>	20.25		1,215.00
<b>Total Labor</b>			<b>1,215.00</b>

**Unit Billing**

Field Vehicle 1425	10.0 Miles @ 0.75	7.50
Field Vehicle 1380	69.0 Miles @ 0.75	51.75
Field Vehicle 1264	20.0 Miles @ 0.75	15.00

## Compressive Strength - Concrete

12/30/2022	5 Tests @ \$17/Test	85.00
1/6/2023	5 Tests @ \$17/Test	85.00
1/10/2023	5 Tests @ \$17 Test	85.00
1/10/2023	5 Tests @ \$17/Test	85.00
1/13/2023	5 Tests @ \$17 Test	85.00

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	448820
1/13/2023	5 Tests @ \$17/Test	85.00		
	<b>Total Units</b>	<b>584.25</b>		<b>584.25</b>
		<b>Total this Phase</b>		<b>\$1,799.25</b>
Phase	400	Project Management		
<b>Labor</b>				
Project Manager		Hours	Rate	Amount
		6.25	115.00	718.75
Totals		6.25		718.75
<b>Total Labor</b>				<b>718.75</b>
		<b>Total this Phase</b>		<b>\$718.75</b>
Phase	500	SWPPP		
<b>Fee</b>				
Number of internal units	1.00			
Fee Each	900.00			
Subtotal	900.00			
		<b>Subtotal</b>		<b>900.00</b>
			<b>Total this Phase</b>	<b>\$900.00</b>
Phase	520	Structural Steel		
<b>Labor</b>				
Steel Technician		Hours	Rate	Amount
		2.25	85.00	191.25
Totals		2.25		191.25
<b>Total Labor</b>				<b>191.25</b>
		<b>Total this Phase</b>		<b>\$191.25</b>
		<b>AMOUNT DUE THIS INVOICE</b>		<b>\$4,301.50</b>

Email invoices to: pdowse@cityoflavista.org.

Authorized By: Douglas Carey

OK TO PAY

3/2/23 PM

16.71.091700 - PART 16001

## 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  
dopenka@dlrgroup.com  
pnattermann@dlrgroup.com

APPLICATION NO 15 •

PERIOD TO: 2/28/2023 •

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	\$ 19,686.87
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 12,533,686.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 9,574,372.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	957,437.00
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 957,437.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 8,616,935.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 7,953,070.00
8. CURRENT PAYMENT DUE	\$ 663,865.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 3,916,751.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$43,724.57
Total approved this Month #3	\$63,411.44	
<b>TOTALS</b>	<b>• \$63,411.44</b>	<b>• \$43,724.57</b>
NET CHANGES by Change Order		\$19,686.87

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: Jill Date: 2/28/23

State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 28th day of February 2023  
Notary Public: Julie A. Scheele GENERAL NOTARY - State of Nebraska  
My Commission expires: 5-14-2024 JULIE A. SCHEELE  
My Comm. Exp. May 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 ..... \$ 663,865.00

LJT

← PAY THIS AMOUNT

(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  
Digitally signed by Matthew Gulsvig, AIA  
C=US, E=matthewgulsvig@dlr.com, O=DLR Group,  
OU=DLR-Cert-CHN-MatthewGulsvig, AIA  
Date: 2023.02.28 16:38:20-06'00

Date: 2/28/2023

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 PAY

3/2/23 PWD

15.71 C917.CCO-CMDU1802

# 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: 15  
APPLICATION DATE: 2/28/2023  
PERIOD TO: 2/28/2023  
ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	REINFORCING STEEL	701,000	670,139			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	233,000			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	1,697,998	1,503		1,699,501	97%	61,499	169,950
7	STRUCTURAL PRECAST	1,522,000	1,057,842	312,357		1,370,199	90%	151,801	137,020
8	MASONRY	39,000	21,500			21,500	55%	17,500	2,150
9	STEEL MATERIAL	349,000	269,973	10,000		279,973	80%	69,027	27,997
10	STEEL & PRECAST ERECTION	199,000		33,828		33,828	17%	165,172	3,383
11	ROUGH CARPENTRY	6,000						6,000	0
12	SPRAY FOAM INSULATION	6,000		6,000		6,000	100%		600
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	372,731	275,895		648,626	69%	292,374	64,863
18	JOINT SEALANTS	55,000						55,000	0
19	PREFORMED JOINT SEALS	23,000						23,000	0
20	FIRESTOPPING	6,000		4,000		4,000	67%	2,000	400
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		53,544		53,544	50%	54,456	5,354
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	5,000			5,000	100%		500
28	SIGNAGE	108,000						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

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: 15

APPLICATION DATE: 2/28/2023

PERIOD TO: 2/28/2023

ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
31	FIRE SPRINKLER	47,000	16,300			16,300	35%	30,700
32	PLUMBING & HVAC	352,000	219,558	6,500		226,058	64% ●	125,942
33	ELECTRICAL	861,000	336,500	34,000		370,500	43% ●	490,500
34	EXCAVATION & SITE DEMO	276,000	252,780			252,780	92%	23,220
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
41	PERFORMANCE & PAYMENT BOND	63,000	48,037			48,037	76%	14,963
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%	700
43	OWNER CHANGE ORDER #2	(43,725)						(43,725) 0
44	OWNER CHANGE ORDER #3	63,411						63,411 0
<b>GRAND TOTALS</b>		<b>12,533,686</b>	<b>8,836,745</b>	<b>737,627</b>		<b>9,574,372</b>	<b>76% ●</b>	<b>2,959,314</b>
								<b>957,437</b>



## Reference Invoice Number with Payment

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

HDR Invoice No. 1200503306  
 Invoice Date 28-FEB-2023  
 Invoice Amount Due \$1,431.69  
 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: 29-JAN-2023 To: 25-FEB-2023

Professional Services Summarization	Hours	Billing Rate	Amount
Project Controller	0.50		65.37
Project Manager	5.00		1,350.60
	5.50		\$1,415.97
		<b>Total Professional Services</b>	<b>\$1,415.97</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	24		15.72
		<b>Total Expenses</b>	<b>\$15.72</b>

<b>Amount Due This Invoice (USD)</b>	<b>\$1,431.69</b>
--------------------------------------	-------------------

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$540,089.30
Fee Remaining	\$130,605.70

*R. Ramirez*  
*31-23*  
*16.53.0303.000*

# Invoice

HDR Invoice No. 1200503306  
Invoice Date 28-FEB-2023

<b>Professional Services and Expense Detail</b>				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
<b>Professional Services</b>		<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
Project Controller	Sayler, Jonathan James	0.50	130.74	65.37
Project Manager	Koenig, Christopher J	5.00	270.12	1,350.60
		<b>5.50</b>		<b>\$1,415.97</b>
			<b>Total Professional Services</b>	<b>\$1,415.97</b>
<b>Expense</b>		<b>Qty</b>	<b>Billing Rate</b>	<b>Amount</b>
Mileage Personal	Koenig, Christopher J	24.00	0.655	15.72
			<b>Total Expense</b>	<b>\$15.72</b>
			<b>Total Task</b>	<b>\$1,431.69</b>

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2392(A)	02/22/2023	ABM INDUSTRIES, INC	10,329.76	N
2393(A)	02/22/2023	CITY OF OMAHA	15,540.50	N
138983	02/23/2023	COX COMMUNICATIONS, INC.	287.30	N
138984	02/23/2023	DESIGN WORKSHOP INC	5,548.75	N
138985	02/23/2023	FORVIS, LLP	11,414.81	N
138986	02/23/2023	JE DUNN CONSTRUCTION COMPANY	1,087,119.00	N
138987	02/23/2023	MACKIE CONSTRUCTION	72,093.18	N
138988	02/23/2023	MACQUEEN EQUIPMENT LLC	8,250.92	N
138989	02/23/2023	PAPIO-MISSOURI RIVER NRD	69,472.19	N
138990	02/23/2023	THOMPSON DREESSEN & DORNER, INC.	8,875.00	N
2394(E)	02/27/2023	ACTIVE NETWORK LLC	483.54	N
2395(E)	02/27/2023	CENTURY LINK/LUMEN	572.42	N
2396(E)	02/27/2023	ESSENTIAL SCREENS	433.10	N
2397(E)	02/27/2023	GREATAMERICA FINANCIAL SERVICES	2,137.63	N
2398(E)	02/27/2023	METROPOLITAN UTILITIES DISTRICT	2,212.48	N
2399(E)	02/27/2023	MID-AMERICAN BENEFITS INC	2,694.89	N
2400(E)	02/27/2023	NE DEPT OF REVENUE-SALES TAX	52.46	N
2401(E)	02/27/2023	OMAHA PUBLIC POWER DISTRICT	41,059.96	N
2402(E)	02/27/2023	ROBERT HALF	4,475.57	N
2403(E)	02/27/2023	U.S. CELLULAR	1,874.06	N
138991	03/01/2023	NE DEPT OF MOTOR VEHICLE-94789	19.80	N
138992	03/01/2023	UNITED STATES POSTAL SERVICE	1,758.92	N
2404(E)	03/03/2023	CENTURY LINK/LUMEN	179.06	N
2405(E)	03/03/2023	PAYROLL MAXX	425,897.01	N
2406(E)	03/03/2023	ROBERT HALF	2,264.32	N
2407(A)	03/07/2023	CITY OF OMAHA	232,967.14	N
2408(A)	03/07/2023	SHI INTERNATIONAL CORP.	36,667.93	N
138993	03/07/2023	1000 BULBS	709.85	N
138994	03/07/2023	AMAZON CAPITAL SERVICES, INC.	3,486.10	N
138995	03/07/2023	AMERICA'S FENCE STORE INC	145.88	N
138996	03/07/2023	ASSOCIATED FIRE PROTECTION	240.00	N
138997	03/07/2023	BACON LETTUCE CREATIVE	2,920.00	N
138998	03/07/2023	BADGER BODY & TRUCK EQUIP CO INC	1,275.00	N
138999	03/07/2023	BIG RIG TRUCK ACCESSORIES	8,962.00	N
139000	03/07/2023	BRODERSEN, CALE	95.78	N
139001	03/07/2023	CENTER POINT, INC.	47.34	N
139002	03/07/2023	CINTAS CORPORATION NO. 2	275.98	N
139003	03/07/2023	CITY OF PAPILLION	14,446.35	N
139004	03/07/2023	CORNHUSKER STATE INDUSTRIES	1,106.00	N
139005	03/07/2023	COX COMMUNICATIONS, INC.	3.38	N
139006	03/07/2023	DELL MARKETING L.P.	1,596.58	N
139007	03/07/2023	DOUGLAS COUNTY SHERIFF'S OFC	387.50	N
139008	03/07/2023	FASTENAL COMPANY	66.59	N
139009	03/07/2023	FEDEX	15.70	N
139010	03/07/2023	FERGUSON ENTERPRISES INC #226	108.84	N
139011	03/07/2023	FITZGERALD SCHORR BARMETTLER	26,521.70	N
139012	03/07/2023	GALE	101.96	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
139013	03/07/2023	GRAINGER	376.16	N
139014	03/07/2023	GREAT PLAINS UNIFORMS	3,925.00	N
139015	03/07/2023	GREY HOUSE PUBLISHING	345.00	N
139016	03/07/2023	GUARDIAN ALLIANCE TECHNOLOGIES INC	204.00	N
139017	03/07/2023	HEARTLAND TIRES AND TREADS	657.61	N
139018	03/07/2023	HOBBY LOBBY STORES INC	70.28	N
139019	03/07/2023	HOME DEPOT CREDIT SERVICES	520.18	N
139020	03/07/2023	HUSKER AUTO GROUP INC	62,393.91	N
139021	03/07/2023	HY-VEE SHADOW LAKE	624.00	N
139022	03/07/2023	INGRAM LIBRARY SERVICES	1,443.48	N
139023	03/07/2023	KRIHA FLUID POWER CO INC	108.12	N
139024	03/07/2023	LABRIE, DONALD P	225.00	N
139025	03/07/2023	LARSEN SUPPLY COMPANY	641.55	N
139026	03/07/2023	LERNER PUBLISHING GROUP	6.74	N
139027	03/07/2023	LIBRA INDUSTRIES INC	186.00	N
139028	03/07/2023	LIBRARY IDEAS LLC	11.00	N
139029	03/07/2023	MATHESON TRI-GAS INC	412.50	N
139030	03/07/2023	MENARDS-RALSTON	941.62	N
139032	03/07/2023	MIDWEST TAPE	362.41	N
139033	03/07/2023	MIKTOM, INC	4,000.00	N
139034	03/07/2023	MSC INDUSTRIAL SUPPLY CO	42.90	N
139035	03/07/2023	MURPHY TRACTOR/POWERPLAN	724.76	N
139036	03/07/2023	NE DEPT OF MOTOR VEHICLE-94789	4.80	N
139037	03/07/2023	NEBRASKA ARBORISTS ASSOCIATION	150.00	N
139038	03/07/2023	NEBRASKA TURFGRASS ASSOCIATION	90.00	N
139039	03/07/2023	OFFICE DEPOT INC	481.54	N
139040	03/07/2023	ON THE SPOT PRODUCTIONS	10,000.00	N
139041	03/07/2023	PLAN IT SOFTWARE LLC	2,400.00	N
139042	03/07/2023	POLKA DOT ENTERTAINMENT LLC	200.00	N
139043	03/07/2023	RDG PLANNING & DESIGN	3,655.00	N
139044	03/07/2023	REGAL AWARDS INC.	1,636.90	N
139045	03/07/2023	ROBERT T. HENNICH	686.46	N
139046	03/07/2023	SARPY COUNTY COURTHOUSE	4,496.00	N
139047	03/07/2023	SHERWIN-WILLIAMS	106.18	N
139048	03/07/2023	SIRCHIE ACQUISITION COMPANY, LLC	159.08	N
139049	03/07/2023	SIRIUS VETERINARY ORTHOPEDIC CENTER	1,020.68	N
139050	03/07/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	314.25	N
139051	03/07/2023	STAPLES, INC.	122.90	N
139052	03/07/2023	STOREY KENWORTHY / MATT PARROTT	895.62	N
139053	03/07/2023	SUBURBAN NEWSPAPERS INC	584.81	N
139054	03/07/2023	SUNSET LAW ENFORCEMENT LLC	6,267.30	N
139055	03/07/2023	TEAMSIDELINE.COM	699.00	N
139056	03/07/2023	TED'S MOWER SALES & SERVICE INC	234.30	N
139057	03/07/2023	THE COLONIAL PRESS, INC	7,093.93	N
139058	03/07/2023	TIM JAVORSKY	100.00	N
139059	03/07/2023	TK ELEVATOR CORPORATION	3,966.51	N
139060	03/07/2023	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
139061	03/07/2023	TY'S OUTDOOR POWER & SERVICE	280.03	N
139062	03/07/2023	ULINE, INC.	239.22	N
139063	03/07/2023	UNITE PRIVATE NETWORKS LLC	4,400.00	N
139064	03/07/2023	VAL VERDE ANIMAL HOSPITAL INC	61.20	N
139065	03/07/2023	VERIZON CONNECT NWF, INC.	501.89	N
139066	03/07/2023	VERIZON WIRELESS	18.02	N
139067	03/07/2023	WOODHOUSE FORD-BLAIR	463.73	N
101	CHECKS PRINTED		TOTAL CLAIM AMOUNT:	\$2,236,820.80
				0

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 03/07/2023

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COUNCIL MEMBER

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADOPT MUNICIPAL CODE SECTION 72.29 PARKING RESTRICTIONS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

Proposed La Vista Municipal Code Section 72.29 would establish parking restrictions in the City's Mixed Use City Centre (MU-CC) zoning district.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

An internal parking management team has been meeting to discuss current and anticipated parking issues in City Centre. The proposed ordinance establishes a three-hour parking limit on the public streets in the development between the hours of 6:00 a.m. and 2:00 a.m. Additionally, it prohibits parking between the hours of 2:00 a.m. and 6:00 a.m. Prohibiting overnight parking will assist with enforcement and encourage use of the City's parking garage facilities.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ADOPT SECTION 72.29 OF THE MUNICIPAL CODE REGARDING PARKING RESTRICTIONS IN MIXED USE CITY CENTRE (MU-CC) ZONING DISTRICT, AND TO REPEAL CONFLICTING PROVISIONS, AND PROVIDE FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, as follows:

I. Section 72.29 of the La Vista Municipal Code is hereby adopted and approved as follows:

**“§ 72.29 Parking Restrictions - Mixed Used City Centre (MU-CC) Zoning Districts.**

Pursuant to applicable laws, including without limitation Neb. Rev. Stat. Sections 16-202, 16-210, 16-246, 16-609 and 60-680, and Article 33 of Chapter 19, parking within Mixed Use-City Centre (MU-CC) zoning districts shall be subject to the following requirements:

(A) La Vista City Centre. Not in limitation of any other provisions of this chapter imposing more restrictive requirements, parking within the following areas of La Vista City Centre shall be permitted for up to three consecutive hours between the hours of 6:00 a.m. and 2:00 a.m., and shall be prohibited between the hours of 2:00 a.m. and 6:00 a.m., except as otherwise may be temporarily ordered from time to time by the Mayor, City Administrator or Chief of Police.

1. **Public Right.** Designated public parking areas of (a) City Centre Drive, (b) Main Street, (c) Barmettler Drive, and (d) South 83<sup>rd</sup> Street from Main Street to a point 450 feet south; and
2. **Public Surface Parking.** Designated public surface parking areas of Lot 2, La Vista City Centre Replat Two (adjacent to City Parking Garage No. 1), and Lot 7, La Vista City Centre Replat Three (adjacent to City Parking Garage No. 2)

(B) Parking restrictions in this Section 72.29 shall be subject to such review or modification from time to time as the City determines necessary or appropriate.

II. Repeal of Conflicting Provisions. Any and all Ordinances or portions thereof, which are in conflict herewith are hereby repealed.

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

IV. Publication and Effective Date. This Ordinance shall be published and in force and effect in accordance with applicable law.

PASSED AND APPROVED THIS 7TH DAY OF MARCH, 2023

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST

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Pamela A. Buethe, MMC  
City Clerk

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

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

**SYNOPSIS**

A resolution has been prepared to amend a Professional Services Agreement with BerganKDV for professional financial services and provide the City Administrator or designee authority to amend the contract with BerganKDV in an amount not to exceed \$12,000.

**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 BerganKDV for professional financial services in an amount not to exceed \$60,000. 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 was met and a single audit was required and resulted in additional work. The amended scope is recommended 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 AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH BERGANKDV FOR PROFESSIONAL FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$12,000.00.

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 an amendment to a professional services agreement, in a satisfactory form to the City Administrator, be authorized with BERGANKDV to provide professional financial services in an amount not to exceed \$12,000.00.

PASSED AND APPROVED THIS 7TH DAY OF MARCH 2023.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

Sent via electronic mail.

February 21, 2023

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

Dear Kevin,

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

**Summary of Engagement Terms:**

Level of Service: Extension to existing engagement dated September 2022

Periods: Starting February 21, 2023

Engagement Lead: Catherine Demes Maydew, Business Advisory Director Government & NFP Channel

Fees: Not to exceed \$12,000

We appreciate the opportunity to be of service to you and believe this letter and the attached **non-attest services engagement agreement** accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter and as further detailed in the attached **non-attest services engagement agreement**, please acknowledge your acceptance by signing and returning it to us.

**I have read, and I agree to the summary of engagement terms listed above and the terms in the attached non-attest services engagement agreement.**

Sincerely,



Catherine Demes Maydew, CPA, MBA, CISA  
BerganKDV

Acknowledged by:

Title:

## SUMMARY OF ENGAGEMENT TERMS

This agreement is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we are to provide.

You have requested that we provide the non-attest services as identified in the summary of engagement terms.

We are not auditing, reviewing or compiling the entity's financial statements or parts thereof and, accordingly, we will not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. The information contained in our report, if issued, will be based upon data and discussions provided by the entity. We will make no representation or warranty as to the accuracy of the information furnished by the entity. If for any reason we are unable to complete our engagement, we will discuss such reasons with you.

This engagement agreement does not cover the preparation of any financial statements, which, if we are to provide, will be covered under a separate engagement agreement.

You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts.

We may provide other non-attest services. These services may not be fully covered under this engagement agreement and may be billed separately under other agreements with you.

You are responsible for assuming all management responsibilities, and for overseeing any services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

### THIRD-PARTY SERVICE PROVIDERS

We may, from time to time and depending on the circumstances, use third-party service providers, some of whom may be in the cloud, in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature on this agreement, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

### ENGAGEMENT ADMINISTRATION, FEES, AND OTHER

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing reports, as applicable, or authorizing another individual to sign them.

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen disruptions in providing our services. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Our invoices for these services will be billed with up to a 50% advance retainer due when work commences, and the remaining amounts rendered as work progresses. All invoices are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. A service charge of 1% per month,

## SUMMARY OF ENGAGEMENT TERMS

which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

In addition, in the event our firm, or any of its employees or agents, is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by our firm in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

You may request that we perform additional services not contemplated by this engagement agreement and summary of engagement terms. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement agreement and summary of engagement terms covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement agreement and summary of engagement terms.

During our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

This engagement agreement and summary of engagement terms includes your authorization for us to supply you with electronically formatted financially sensitive information, spreadsheets, trial balances or other financial data from our files, upon your request.

Any disputes between us that arise under this agreement, or for a breach of this agreement, or that arise out of any other services performed by us for you, must be submitted to nonbinding mediation before either of us can start a lawsuit against the other. To conduct mediation, each of us shall designate a representative with authority to fully resolve any and all disputes, and those representatives shall meet and attempt to negotiate a resolution of the dispute. If that effort fails, then a competent and impartial third party acceptable to each side shall be appointed to hold and conduct a nonbinding mediation proceeding. You and we will equally share in the expenses of the mediator and each of us will pay for our own attorneys' fees, if any. No lawsuit or legal process shall be commenced until at least 60 days after the mediator's first meeting with the parties.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within 24 months after the date of our report. This 24 month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least 60 days before the expiration of this 24 month period, then the period of limitation shall be extended by 60 days, to allow the parties to conduct nonbinding mediation.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with you. Your entity will be solely responsible for making all decisions concerning the contents of our communications, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

### LIMITATION OF LIABILITY

You agree that it is appropriate to limit the liability of BerganKDV, its shareholders, directors, officers, employees and agents to the fullest extent permitted by applicable law.

You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney's fees. Because of the importance of oral and written management representations to the effective

## SUMMARY OF ENGAGEMENT TERMS

performance of our services, you agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement.

### SEVERABILITY

If any portion of this engagement agreement and summary of engagement terms is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this engagement agreement and summary of engagement terms shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of the engagement agreement and summary of engagement terms shall remain in full force and effect.

### POWER AND AUTHORITY

Each of the parties hereto has all requisite power and authority to execute and deliver this engagement agreement and summary of engagement terms and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – PROFESSIONAL TRAINING SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared to approve a Professional Services Agreement with BerganKDV to provide training and assistance in an amount not to exceed \$7,500.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

A new Finance Director was recently hired. During the interim period between finance directors, BerganKDV provided interim professional services. It would be highly beneficial for the new Director's transition to receive training and assistance from those who did the work during the interim.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BERGANKDV FOR TRAINING AND ASSISTANCE IN AN AMOUNT NOT TO EXCEED \$7,500.00.

WHEREAS, the City Council of the City of La Vista has determined that professional training 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 a professional services agreement, in a satisfactory form to the City Administrator, be authorized with BERGANKDV to provide training and assistance in an amount not to exceed \$7,500.00.

PASSED AND APPROVED THIS 7TH DAY OF MARCH 2023.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

Sent via electronic mail.

February 21, 2023

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

Dear Kevin,

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

**Summary of Engagement Terms:**

Level of Service:

1. Provide training and assistance as needed to the new Director of Finance for three months. *(not to exceed 18.75 hours)*

Periods: Starting February 21, 2023

Engagement Lead: Catherine Demes Maydew, Business Advisory Director Government & NFP Channel

Fees: Not to exceed \$7,500

We appreciate the opportunity to be of service to you and believe this letter and the attached **non-attest services engagement agreement** accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter and as further detailed in the attached **non-attest services engagement agreement**, please acknowledge your acceptance by signing and returning it to us.

I have read, and I agree to the summary of engagement terms listed above and the terms in the attached non-attest services engagement agreement.

Sincerely,



Catherine Demes Maydew, CPA, MBA, CISA  
BerganKDV

Acknowledged by:

Title:

## SUMMARY OF ENGAGEMENT TERMS

This agreement is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we are to provide.

You have requested that we provide the non-attest services as identified in the summary of engagement terms.

We are not auditing, reviewing or compiling the entity's financial statements or parts thereof and, accordingly, we will not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. The information contained in our report, if issued, will be based upon data and discussions provided by the entity. We will make no representation or warranty as to the accuracy of the information furnished by the entity. If for any reason we are unable to complete our engagement, we will discuss such reasons with you.

This engagement agreement does not cover the preparation of any financial statements, which, if we are to provide, will be covered under a separate engagement agreement.

You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts.

We may provide other non-attest services. These services may not be fully covered under this engagement agreement and may be billed separately under other agreements with you.

You are responsible for assuming all management responsibilities, and for overseeing any services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

### THIRD-PARTY SERVICE PROVIDERS

We may, from time to time and depending on the circumstances, use third-party service providers, some of whom may be in the cloud, in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature on this agreement, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

### ENGAGEMENT ADMINISTRATION, FEES, AND OTHER

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing reports, as applicable, or authorizing another individual to sign them.

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen disruptions in providing our services. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Our invoices for these services will be billed with up to a 50% advance retainer due when work commences, and the remaining amounts rendered as work progresses. All invoices are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. A service charge of 1% per month,

**SUMMARY OF ENGAGEMENT TERMS**

which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

In addition, in the event our firm, or any of its employees or agents, is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by our firm in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

You may request that we perform additional services not contemplated by this engagement agreement and summary of engagement terms. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement agreement and summary of engagement terms covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement agreement and summary of engagement terms.

During our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

This engagement agreement and summary of engagement terms includes your authorization for us to supply you with electronically formatted financially sensitive information, spreadsheets, trial balances or other financial data from our files, upon your request.

Any disputes between us that arise under this agreement, or for a breach of this agreement, or that arise out of any other services performed by us for you, must be submitted to nonbinding mediation before either of us can start a lawsuit against the other. To conduct mediation, each of us shall designate a representative with authority to fully resolve any and all disputes, and those representatives shall meet and attempt to negotiate a resolution of the dispute. If that effort fails, then a competent and impartial third party acceptable to each side shall be appointed to hold and conduct a nonbinding mediation proceeding. You and we will equally share in the expenses of the mediator and each of us will pay for our own attorneys' fees, if any. No lawsuit or legal process shall be commenced until at least 60 days after the mediator's first meeting with the parties.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within 24 months after the date of our report. This 24 month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least 60 days before the expiration of this 24 month period, then the period of limitation shall be extended by 60 days, to allow the parties to conduct nonbinding mediation.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with you. Your entity will be solely responsible for making all decisions concerning the contents of our communications, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

#### **LIMITATION OF LIABILITY**

You agree that it is appropriate to limit the liability of BerganKDV, its shareholders, directors, officers, employees and agents to the fullest extent permitted by applicable law.

You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney's fees. Because of the importance of oral and written management representations to the effective

## SUMMARY OF ENGAGEMENT TERMS

performance of our services, you agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement.

### SEVERABILITY

If any portion of this engagement agreement and summary of engagement terms is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this engagement agreement and summary of engagement terms shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of the engagement agreement and summary of engagement terms shall remain in full force and effect.

### POWER AND AUTHORITY

Each of the parties hereto has all requisite power and authority to execute and deliver this engagement agreement and summary of engagement terms and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND INTERLOCAL AGREEMENT – ANIMAL CONTROL SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared to approve an amendment to the Interlocal Cooperation Agreement between the City of La Vista, the Nebraska Humane Society, Sarpy County, Bellevue, Papillion, Gretna, Springfield and Ralston for animal control services.

**FISCAL IMPACT**

Funds have been budgeted in the FY23 municipal budget for animal control services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On March 15, 2022, the City of La Vista entered into a Interlocal Cooperation Agreement for animal control services. Sarpy County subsequently discovered an issue with the County's ability to license cats. Under Neb. Rev. Stat. 54-603, the first part of the statute grants authority to have license taxes for dogs only – but later on the same statute says “cats and dogs.” It is unclear to the County whether this was a legislative drafting error or intentional. Either way, no cats have been licensed this year in unincorporated Sarpy, so the conservative approach is to amend the agreement to remove the County's cat license fees. It does not affect the cities, however, it requires an Amendment to the Agreement by all parties.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH THE NEBRASKA HUMANE SOCIETY, SARPY COUNTY, CITY OF BELLEVUE, CITY OF GRETNNA, CITY OF SPRINGFIELD, CITY OF PAPILLION AND THE CITY OF RALSTON FOR ANIMAL CONTROL SERVICES.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City to enter into an interlocal cooperation agreement for the purpose of providing animal control services in an efficient and effective manner; and

WHEREAS, the City of La Vista is desirous of coordinating animal control services within the City and County;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Amendment to the Interlocal Cooperation Agreement with The Nebraska Humane Society, Sarpy County, City of Bellevue, City of Gretna, City of Springfield, City of Papillion and the City of Ralston for animal control services subject to modifications as the City Administrator deems necessary to maintain the existing level of service in the City and further direct the City Clerk to attest the same.

PASSED AND APPROVED THIS 7TH DAY OF MARCH 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## **AMENDMENT**

This Amendment is entered into by and between the County of Sarpy (“County”); Nebraska Humane Society (“NHS”); and the cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska (collectively “the Cities”).

WHEREAS, the Parties entered into an Agreement effective on March 15, 2022 concerning animal control services; and,

WHEREAS, clarification of the terms of the original agreement is necessary; and,

WHEREAS, the Parties wish to make such amendment in order to allow for the continued provision of services under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the original Agreement and stated herein, the Parties agree as follows:

1. Section 8 shall be amended to read as follows:

Animal license fees. Separate from the monthly fees identified in Section 3, NHS shall charge the residents of the County and Cities the following license fees beginning January 1, 2023.

- a. Dogs (altered): \$12.00
- b. Dogs (unaltered): \$25.00
- c. Late Fees (altered): \$10.00
- d. Late Fees (unaltered): \$20.00
- e. Senior Discount: free if altered
- f. Replacement tags: \$6.00

Further, separate from the monthly fees identified in Section 3, NHS shall charge the residents of the Cities the following license fees beginning January 1, 2023.

- a. Cats (altered): \$12.00
- b. Cats (unaltered): \$25.00
- c. Late Fees (altered): \$10.00
- d. Late Fees (unaltered): \$20.00
- e. Senior Discount: free if altered
- f. Replacement tags: \$6.00

NHS shall be entitled to keep any license fees collected as further consideration under this Agreement.

2. All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

CITY OF BELLEVUE, NEBRASKA  
A municipal corporation and Nebraska Political  
Subdivision

BY: \_\_\_\_\_  
Rusty Hike, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF GRETNA, NEBRASKA

By: \_\_\_\_\_  
Michael D. Evans, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Nicole L. Brown, City Clerk

By: \_\_\_\_\_  
David P. Black, Mayor

CITY SEAL

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF LA VISTA, NEBRASKA

By: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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Pam Buethe, City Clerk

CITY SEAL

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF SPRINGFIELD, NEBRASKA

By: \_\_\_\_\_  
Robert Roseland, Mayor

ATTEST:

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Kelly Shemek, City Clerk

CITY SEAL

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF RALSTON, NEBRASKA

BY:

Donald A. Groesser, Mayor

Attest:

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Maura Kelly, City Clerk

Approved as to Form:

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Donald F. Ficenec, City Attorney

Executed by Sarpy County this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SARPY COUNTY, NEBRASKA  
A Political Subdivision

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Chairperson, Board of Commissioners

Attest:

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Sarpy County Clerk

Approved as to form:

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Sarpy County Attorney

Executed by Nebraska Human Society this \_\_\_\_ day of \_\_\_\_\_, 2023.

NEBRASKA HUMANE SOCIETY

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Nancy Hintz  
President and CEO

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DECLARE EQUIPMENT SURPLUS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

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

<b><u>YEAR</u></b>	<b><u>MAKE</u></b>	<b><u>MODEL</u></b>	<b><u>SERIAL/VIN #</u></b>
1991	Ford Pickup	F350	9083 (Fire)
1997	E-One Fire Truck	Cyclone II	7791 (Fire)
2007	Ford Bus	E350	3447 (Rec)

**FISCAL IMPACT**

The revenue from the sale of the fire equipment will be transferred to the Mutual Finance Organization (MFO) with Papillion and the Papillion RFD. Revenue from the sale of the recreation department equipment will go to the City of La Vista General Fund.

**RECOMMENDATION**

Approval.

**BACKGROUND**

All of the aforementioned equipment is no longer utilized in daily operations.

**RESOLUTION NO. \_\_\_\_**

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

WHEREAS, City Staff has recognized 3 pieces of equipment to be declared surplus; and

WHEREAS, the City Administrator and City Staff recommend that the following items be declared surplus and sold;

1991 Ford F350 Fire Pickup (VIN 9083)  
1997 E-One Cyclone II Fire Truck (VIN 7791)  
2007 Ford E350 Bus (VIN 3447)

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 3 pieces of equipment be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the Mutual Finance Organization (MFO) will receive the revenue from the sale of the fire equipment and that the City of La Vista general fund will receive the revenue from the sale of the recreation department equipment.

PASSED AND APPROVED THIS 7TH DAY OF MARCH 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE – PORTABLE RADIOS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of eight (8) Motorola APX 6000 Portable Radios from Motorola Solutions Inc., Chicago, IL in an amount not to exceed \$51,014.62.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

Eight portable radios are needed for the additional staffing associated with City Centre and Central Park. Currently there are no spare portable radios with full encryption capabilities. Two of the radios will serve as spares for continuity of operations when existing devices are out of service for maintenance or special operations. Motorola is a sole-source provider, and the prices are based off the Nebraska State contract.

**RESOLUTION NO. \_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE THE PURCHASE OF EIGHT (8) MOTOROLA APX 6000 PORTABLE RADIOS FROM MOTOROLA SOLUTIONS, CHICAGO, IL IN AN AMOUNT NOT TO EXCEED \$51,014.62.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of eight (8) Motorola radios and accessories is necessary, and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of eight (8) Motorola APX 6000 portable radios from Motorola Solutions, Chicago, IL in an amount not to exceed \$51,014.62.

PASSED AND APPROVED THIS 7TH DAY OF MARCH 2023.

CITY OF LA VISTA

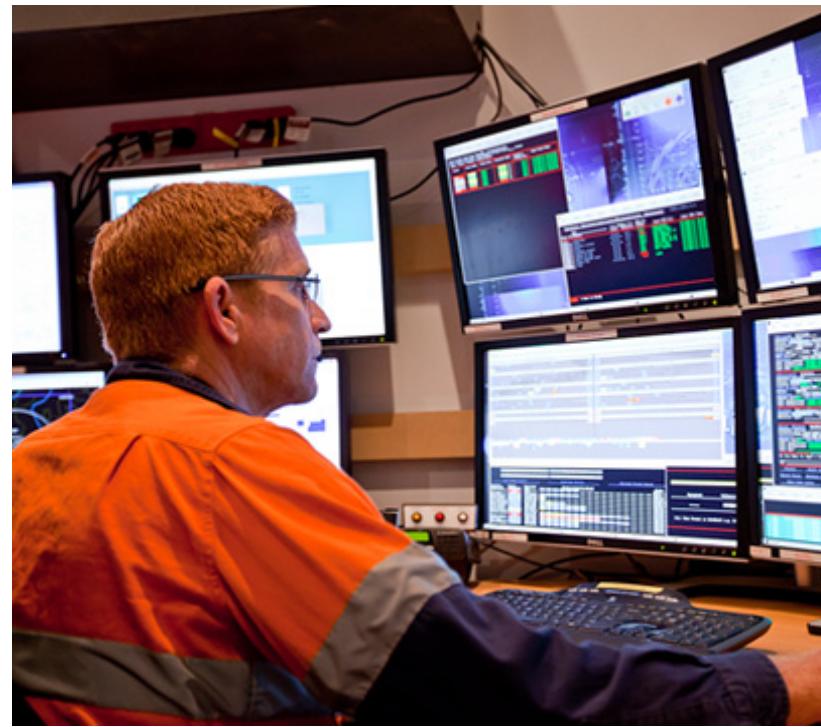
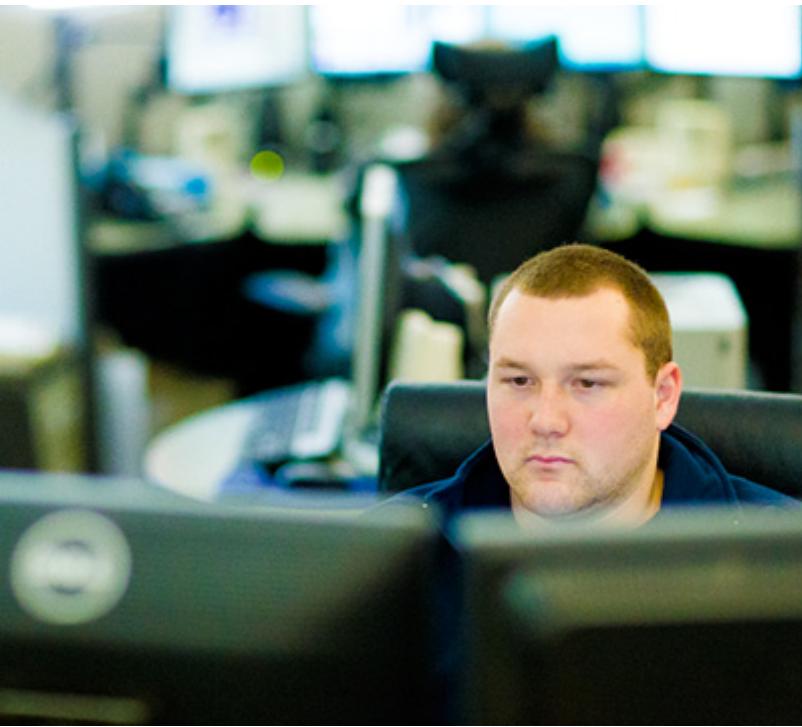
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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



**Brian Stolley**

12/05/2022

12/05/2022

Brian Stolley  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

Dear Brian Stolley,

Motorola Solutions is pleased to present Brian Stolley with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Brian Stolley with the best products and services available in the communications industry. Please direct any questions to Bob Stephany at [bobs@firstwirelessinc.com](mailto:bobs@firstwirelessinc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Stephany

Motorola Solutions Manufacturer's Representative

Billing Address:  
 LA VISTA POLICE DEPT  
 8116 PARK VIEW BLVD  
 LA VISTA, NE 68128  
 US

Quote Date:12/05/2022  
 Expiration Date:02/03/2023  
 Quote Created By:  
 Bob Stephany  
 bobs@firstwirelessinc.com

End Customer:  
 Brian Stolley  
 Brian Stolley  
 bstolley@cityoflavista.org  
 14023311582

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	8	\$8,157.50	\$5,765.45	\$46,123.60
1a	H869BZ	ENH: MULTIKEY	8			
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	8			
1c	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	8			
1d	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	8			
1e	Q361AR	ADD: P25 9600 BAUD TRUNKING	8			
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	8			
1g	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	8			
1h	QA00580AC	ADD: TDMA OPERATION	8			
1i	QA03399AA	ADD: ENHANCED DATA APX	8			
1j	H38BT	ADD: SMARTZONE OPERATION	8			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	8			
1I	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	8			
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	8	\$188.27	\$131.79	\$1,054.32
3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	1	\$1,420.20	\$994.14	\$994.14
4	PMMN4135A	AUDIO ACCESSORY, XVP850 REMOTE SPEAKER MICROPHONE, WITH CHANNEL KNOB	8	\$507.60	\$355.32	\$2,842.56
<b>Grand Total</b>				<b>\$51,014.62(USD)</b>		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



## Purchase Order Checklist

**Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)**

**PO Number/ Contract Number**

**PO Date**

**Vendor = Motorola Solutions, Inc.**

**Payment (Billing) Terms/ State Contract Number**

**Bill-To Name on PO must be equal to the Legal/ Bill-To Name**

**Bill-To Address**

**Ship-To Address (If we are shipping to a MR location, it must be documented on PO)**

**Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )**

**PO Amount must be equal to or greater than Order Total**

**Non-Editable Format (Word/ Excel templates cannot be accepted)**

**Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept**

**Ship To Contact Name & Phone #**

**Tax Exemption Status**

**Signatures (As required)**

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

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

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of networking equipment for The Link from MNJ Technologies Direct, Inc., Buffalo Grove, IL, in an amount not to exceed \$10,582.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Link, one of the City's newest facilities will open this year and will be a public gathering place for events, entertainment, and recreation. The intent has been to provide free public Wi-Fi for the visitors of The Link. To do so, we must have internet service at this location through an Internet Service Provider (ISP) and the appropriate networking equipment. In July of 2022, Council approved an agreement with Cox Business to provide internet service. To complete the project and deliver Wi-Fi access to the public, it is necessary to purchase the required networking equipment, which includes wireless access points, a network switch, and firewall.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE THE PURCHASE OF NETWORKING EQUIPMENT FOR THE LINK FROM MNJ TECHNOLOGIES DIRECT, INC., BUFFALO GROVE, IL IN AN AMOUNT NOT TO EXCEED \$10,582.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of networking equipment for The Link 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 authorize the purchase of networking equipment for The Link from MNJ Technologies Direct, Inc., Buffalo Grove, IL in an amount not to exceed \$10,582.00.

PASSED AND APPROVED THIS 7TH DAY OF MARCH 2023.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

Dear Ryan South,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best -in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
10/27/2022	0001452466		Ryan South	Feb 22, 2023 3:29 pm	<b>\$10,582.00</b>

**BILL TO: (5008361)**

 CITY OF LA VISTA  
 8116 PARK VIEW BLVD  
 Ryan South  
 La Vista, NE 68128

 CONFIRM TO:  
 ATTN:

**SHIP TO: (SARP)**

 SARPY COUNTY  
 1210 GOLDEN GATE DR, SUITE 1130  
 Papillion, NE 68046

**ATTENTION TO:**

 NAME: Ryan South  
 PHONE: 4023314343  
 EMAIL: rsouth@cityoflavista.org

**ACCOUNT MANAGER:** Jimmy Lochner

**EMAIL:** jlochner@mnjtech.com

**PHONE:** (847) 876-8841      **EXT:** 8341

**DESCRIPTION:**

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ9714203	D-Link 28 Port PoE Gigabit Smart Switch Including 4 Combo SFP Ports  MFG PART NO: DGS-1210-28P	1	402.00	402.00
2	MNJ14733257	Meraki MR76 Dual Band IEEE 802.11 a/b/g/n/ac/ax 1.70 Gbit/s Wireless Access Point - Outdoor - 2.40 GHz, 5 GHz - External - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - PoE Ports - 15 W - IP67  MFG PART NO: MR76-HW	5	1,258.00	6,290.00
3	MNJ10843621	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period  MFG PART NO: LIC-ENT-5YR	5	359.00	1,795.00

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
4	MNJ15621351	Meraki Dual-band Omni Antennas - Range - UHF, SHF - 2.4 GHz to 2.5 GHz, 5.15 GHz to 5.875 GHz - 7 dBi - Wireless Data NetworkDirect Mount - Omni-directional - N-Type Connector  MFG PART NO: MA-ANT-20	5	143.00	715.00
5	MNJ13576327	Meraki MX67W Network Security/Firewall Appliance - 5 Port - 10/100/1000Base-T - Gigabit Ethernet - Wireless LAN IEEE 802.11ac - WEP, WPA, WPA2-PSK, WPA2-ENT - 5 x RJ-45 - Desktop, Wall Mountable  MFG PART NO: MX67W-HW	1	662.00	662.00
6	MNJ13614881	Meraki Enterprise + 5 Years Enterprise Support - Subscription License - 1 Security Appliance - 5 Year - MX67W Cloud Managed Firewall - License and Support - 5 Year License Validation Period  MFG PART NO: LIC-MX67W-ENT-5YR	1	718.00	718.00

SHIP VIA: FEDEX GROUND  
TERMS: Net 30 Days

**NEW REMIT ADDRESS:**

MNJ Technologies Direct,  
Inc.  
PO Box : 771861  
Chicago, IL 60677-1861  
FEIN: 01-0560518

NET ORDER:	\$10,582.00
ESTIMATED SALES TAX:	\$0.00
SHIPPING CHARGES:	\$0.00
<b>TOTAL:</b>	<b>\$10,582.00</b>
<b>ORDER BALANCE:</b>	<b>\$10,582.00</b>

Thanks for the opportunity. We appreciate all your business.