

LA VISTA CITY COUNCIL MEETING AGENDA

July 2, 2024

6:00 p.m.

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

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Service Awards: Kristen Olson – 5 Years; Nick Boswell – 5 Years**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the June 18, 2024, City Council Meeting**
3. **Request for Payment – Olsson, Inc – Professional Services – City Centre Surface Parking Lot – \$4,500.00**
4. **Request for Payment – DLR Group – Professional Services – City Centre Surface Parking Lot – \$3,900.00**
5. **Request for Payment – RDG Planning & Design – Professional Services – Municipal Campus Plan & Design – \$23,960.00**
6. **Approval of Claims**

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

B. Compensation Study

1. **Presentation**
2. **Receive and File**

C. Resolution – Authorize Request for Bids – Surface Parking Lot; Lot 12 La Vista City Centre Replat Three

D. Resolution – Approve Professional Services Agreement – Central Park Lighting Project

E. Resolution – Approve Professional Services Agreement – Eastport Parkway Roundabout

F. Resolution – Approve Professional Services Agreement – Right of Way Services – Eastport Parkway Roundabout

G. Resolution – Authorize Request for Bids – La Vista Municipal Pool Demolition

H. Executive Session – Possible Litigation

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

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



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **KRISTEN OLSON** OF THE CITY CLERK'S DEPARTMENT, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Kristen Olson** has served the City of La Vista since June 24, 2019; and

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

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

DATED THIS 2ND DAY OF JULY 2024.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Kelly R. Sell
Councilmember, Ward II

Alan W. Ronan
Councilmember, Ward III

Jim Frederick
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, MMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **NICK BOSWELL OF THE LA VISTA POLICE DEPARTMENT**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Nick Boswell** has served the City of La Vista since June 10, 2019; and

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

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

DATED THIS 2ND DAY OF JULY 2024.

Terrilyn Quick

Terrilyn Quick
Councilmember, Ward I

Ron Sheehan

Ronald Sheehan
Councilmember, Ward II

Deb Hale

Deb Hale
Councilmember, Ward III

Kevin Wetuski

Kevin Wetuski
Councilmember, Ward IV



Douglas Kindig, Mayor

Kim J. Thomas

Kim J. Thomas
Councilmember, Ward I

Kelly R. Sell

Kelly R. Sell
Councilmember, Ward II

Alan W. Ronan

Alan W. Ronan
Councilmember, Ward III

Jim Frederick

Jim Frederick
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe

Pamela A. Buethe, MMC
City Clerk

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MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING June 18, 2024

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on June 18, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Chief of Police Schofield, Police Captain Barcal, Director of Public Works Soucie, Community Development Director Fountain, Finance Director Harris, Human Resources Director Lowery, Recreation Director Buller, Library Director Barcal and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on June 5, 2024. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

SERVICE AWARDS: D.J. BARCAL – 35 YEARS; BRADY SMALL – 25 YEARS

Mayor Kindig recognized D.J. Barcal for 35 years of service to the City and Brady Small for 25 years of service to the City.

APPOINTMENT OF CHIEF OF POLICE – ROBERT M. SCHOFIELD

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Robert M. Schofield to Chief of Police. Councilmember Thomas motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

APPOINTMENT – BOARD OF HEALTH – ROBERT M. SCHOFIELD

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Robert M. Schofield to the Board of Health. Councilmember Thomas motioned the approval, seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

A. CONSENT AGENDA

1. **APPROVAL OF THE AGENDA AS PRESENTED**
2. **APPROVAL OF THE MINUTES OF THE JUNE 4, 2024 CITY COUNCIL MEETING**
3. **MONTHLY FINANCIAL REPORT – MAY 2024**
4. **2024 ANNUAL TIF REPORT**
5. **REQUEST FOR PAYMENT – HGM ASSOCIATES INC. – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – \$62,625.44**
6. **REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – \$218,307.88**
7. **REQUEST FOR PAYMENT – PUBLIC RESTROOM COMPANY – PROFESSIONAL SERVICES – LA VISTA PARK RESTROOM – \$53,367.00**
8. **RESOLUTION NO. 24-071 – AUTHORIZE PAYMENT – FRONT-END LOADER REPAIR**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING NMC CAT, OMAHA, NEBRASKA TO REPAIR THE 2010 CAT 938H FRONT-END LOADER IN AN AMOUNT NOT TO EXCEED \$32,500.00.

WHEREAS, the City Council of the City of La Vista has determined that repair of the 2010 CAT 938H front-end loader is necessary; and

MINUTE RECORD

WHEREAS, the FY23/FY24 Street Operating Budget provides funding for the proposed 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.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize NMC CAT, Omaha, Nebraska to repair the 2010 CAT 938H front-end loader in an amount not to exceed \$32,500.00.

9. APPROVAL OF CLAIMS

1000 BULBS, supplies	97.38
AKRS EQUIP, maint.	115.84
AMAZON, supplies	2,998.26
ARDIAN ALLIANCE TECH, services	466.00
ARNOLD MOTOR SUPPLY, maint.	2,055.94
ASPEN EQUIP CO, services	4,840.35
BARCAL, R, training	128.77
BARCO MUNI PRODUCTS, supplies	621.61
BGNE, services	5,708.01
BIG RED LOCKSMITHS, services	21.00
BISHOP BUSINESS EQUIP, services	1,858.27
BIZCO, services	877.76
BLUE COURAGE, services	387.60
BOBCAT OF OMAHA, services	5,000.00
BUETHE, P, training	126.67
CENTER POINT, books	236.10
CITY OF OMAHA, services	514,525.64
CITY OF PAPILLION, services	31,226.14
CIVICPLUS, services	26,527.06
COMP CHOICE, services	4,235.00
CONCRETE SUPPLY, services	218.50
CORE PRODUCTS, services	396.79
CORNHUSKER INTL TRUCKS, maint.	988.03
CULLIGAN OF OMAHA, services	27.75
D & K PRODUCTS, supplies	1,505.00
DATASHIELD CORP, services	60.00
DELGADO, G, training	597.52
DIAMOND VOGEL PAINTS, supplies	2,111.47
DILLON BROS MOTOSPORTS, maint.	562.99
DONALD LABRIE, services	1200.00
EDGEWEAR SCREEN PRINTING, services	719.50
FERGUSON US HOLDINGS, maint.	210.91
FIRST RESPONDER OUTFITTER, apparel	24.90
FIRST STUDENT, services	600.00
FIRST WIRELESS, maint	489.36
FLEETPRIDE, maint.	99.00
FREDERICK, M, services	357.75
FUN EXPRESS, services	94.65
GALE, services	335.88
GALLS, supplies	600.53
GILMORE & BELL, services	2,500.00
GRASS PAD, supplies	39.12
GREAT PLAINS UNIFORMS, apparel	1,600.00
HANEY SHOE STORE, apparel	150.00
HARBOR FREIGHT TOOLS, supplies	44.97
HDR ENGINEERING, services	4,633.66

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HELGET SAFETY, supplies	155.30
HOBBY LOBBY STORES, supplies	58.81
HOME DEPOT, supplies	145.05
HOTSY EQUIP, bldg & grnds	2,349.99
HY-VEE, supplies	70.00
INGRAM LIBRARY SERVICES, books	397.42
J & J SMALL ENGINE, maint.	314.33
JOHNSTONE SUPPLY, maint.	12.13
KANOPLY, books	103.00
KEVIN JONES, services	2,100.00
LARSEN SUPPLY CO, supplies	1,319.73
LOGAN CONTRACTORS, supplies	19.98
LOWE'S, supplies	297.30
LYMAN-RICHEY, services	1,428.45
MACKIE CONSTRUCTION, services	106,533.08
MACQUEEN EQUIP, maint.	4,926.76
MARTIN ASPHALT, services	508.00
MELISSA LEWIS, services	350.00
MENARDS, supplies	2,083.22
METRO LANDSCAPE, supplies	2,800.00
MICROFILM IMAGING SYSTEMS, services	180.00
MID AMERICAN SIGNAL, services	725.00
MIDWEST TAPE, media	160.84
MILLER & SONS GOLF CARS, services	1,110.00
MPH INDUSTRIES, supplies	4,478.00
MSC INDUSTRIAL, supplies	27.58
MUSCULAR DYSTROPHY ASSOC, award	100.00
NAPA, supplies	380.52
NIC HERMSEN, services	400.00
NMC GROUP, maint.	1,247.25
OFFICE DEPOT, supplies	607.99
OMNI ENGINEERING, services	1,639.97
ONE CALL CONCEPTS, phones	576.44
O'REILLY AUTO PARTS, supplies	3,291.67
PLVS SCHOOLS, band awards	1,000.00
PAPILLION SANITATION, services	696.21
PAPIO VALLEY NURSERY, supplies	9,381.20
PLAN IT SOFTWARE, services	4,400.00
PLYMOUTH ROCKET, services	675.00
POINT C HEALTH, services	7,904.28
PORT-A-JOHNS, services	510.00
TRANS UNION RISK, services	94.90
RDG PLANNING & DESIGN, services	26,056.50
REF'S SPORTS BAR & GRILL, services	2,200.00
REGAL AWARDS, services	567.00
RTG BUILDING SERVICES, bldg & grnds	6,765.00
SARPY CO CHAMBER, services	1,400.00
SARPY CO TIMES, subscription	136.99
SARPY CO COURTHOUSE, services	4,627.00
SIGN IT, services	4,293.00
SITE ONE LANDSCAPE, supplies	231.75
STATE OF NE DOT, services	590,977.09
SUBURBAN NEWSPAPERS, services	202.80
SUN COUNTRY DIST, supplies	284.25
SUSPENSION SHOP, maint.	1,106.16

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SWAIN CONSTRUCTION, services	428,856.87
T & N ACQUISITION Co, services	1,365.00
TD2, services	12,549.25
THE ASTRO THEATER, services	250.17
THE COLONIAL PRESS, services	110.00
THE FILTER SHOP, maint.	291.60
THE SCHEMMER ASSOC, services	275.00
TODCO, maint.	1,250.00
TORNADO WASH, services	518.00
TRANSMITTER SOLUTIONS, services	200.00
TRUCK CENTER CO, equip.	265,042.16
TYLER ANTHONY HARPENAU, services	1,200.00
UNITE PRIVATE NETWORKS, services	4,950.00
UNITED RENT-ALL, services	181.36
UNMC, services	124.00
VERIZON CONNECT FLEET, phones	608.00
VERIZON WIRELESS, phones	463.83
VEST VISUALS, services	2,500.00
VOIANCE LANGUAGE, services	121.53
WALMART, supplies	650.10
WESTLAKE HARDWARE, supplies	2,787.40

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Sell reviewed the bills and had no questions. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe reminded Mayor and Council that City offices will be closed tomorrow in observance of Juneteenth.

Finance Director Harris reported that the monthly financial report is in the packet.

Communication Manager Beaumont showed a short video of the flags at the Nines Plaza.

Library Director Barcal reported on the opportunity to host a UNO practicum student this fall from August - November.

Director of Public Works Soucie reported that the Central Park tennis court resurfacing is complete.

City Engineer Dowse provided an update on projects.

B. RESOLUTION – APPROVE PLANS & SPECIFICATIONS & AUTHORIZE SID 237 – 2024 PARK IMPROVEMENTS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-072 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE EXECUTION OF CONTRACTS AND CONSTRUCTION OF 2024 PARK IMPROVEMENTS IN SID 237 (CIMARRON WOODS).

WHEREAS, Sanitary Improvement District No. 237 of Sarpy County ("District"), Cimarron Woods and the City of La Vista ("City") entered into a Subdivision Agreement concerning park improvements within the zoning jurisdiction of the City ("Subdivision Agreement"); and

WHEREAS, District has presented to City for approval plans and specifications to construct certain improvements; and

MINUTE RECORD

June 18, 2024

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WHEREAS, said plans were prepared by E & A Consulting Group and reviewed by the City Engineer who has certified to the City that said plans and specifications are in accordance with the Subdivision Agreement and all of the applicable ordinances, policies and regulations of the City and that improvements constructed pursuant to such plans will be adequate for their intended purpose.

WHEREAS, The La Vista Public Works Department has been presented with the plans for review.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska does hereby approve the plans and specifications and authorize the execution of contracts and construction 2024 Park Improvements in SID 237 (Cimarron Woods), copies of which have been filed with the City Clerk, approved by the City Engineer.

BE IT FURTHER RESOLVED, that the approval herein given is conditioned upon District, prior to its granting authorization of commencement of construction, shall meet the conditions stated above.

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

C. DISCUSSION – SWIMMING POOL

Discussion was held. The consensus is to have one 3,500 square foot pool.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig commented that the Governor will be calling a special session to address taxes.

At 7:05 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF JULY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Invoice

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

olsson

June 12, 2024
 Invoice No: 499358

Chris Solberg
 City Planner
 City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

Invoice Total **\$4,500.00**

Olsson Project # 022-06957 La Vista LVCC Parking Lot - Lot 12
 Professional services rendered through June 8, 2024 for work completed in accordance with agreement dated May 3, 2024.

Phase 110 Boundary and Topographic Survey
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Boundary & Topo Survey	4,500.00	100.00	4,500.00	0.00	4,500.00
Total Fee	4,500.00		4,500.00	0.00	4,500.00
Subtotal					4,500.00
Total this Phase					\$4,500.00
AMOUNT DUE THIS INVOICE					\$4,500.00

Email invoice to: cslotberg@cityoflavista.org

Authorized By: Daniel Hanna

APPROVED
 6/17/24
 15.71.0917.000.CMDV24001

Invoice

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

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

June 05, 2024
Project No: 10-17105-42
Invoice No: 0234488

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

Billing Period: May 01, 2024 to May 31, 2024

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	4,875.00	80.00	3,900.00	0.00	3,900.00
Construction Documents	26,000.00	0.00	0.00	0.00	0.00
Bid Negotiation	1,625.00	0.00	0.00	0.00	0.00
Total Fee	32,500.00		3,900.00	0.00	3,900.00
		Total Fee			3,900.00
			Total this Invoice		\$3,900.00

Billings to Date

	Current	Prior	Total
Fee	3,900.00	0.00	3,900.00
Totals	3,900.00	0.00	3,900.00

We appreciate your confidence in us and thank you in advance for your payment.

Being environmentally friendly, we encourage payments via Wire Transfer.

Routing number: 121000248 Account Number: 4945435436 Swift Code:

WFBIUS6S

APPROVED
B. F. 6/17/24
15.71.0917.000. CMV24001



Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Questions: invoicing@rdgusa.com

Rachel Carl
 City of La Vista
 City Hall
 8116 Park View Blvd.
 La Vista, NE 68128

May 31, 2024
 Project No: R3005.930.00
 Invoice No: 57166

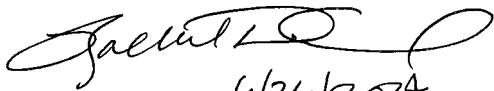
Project R3005.930.00 City of La Vista - Municipal Campus Master Plan and Design
Professional Services through May 31, 2024
 Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	149,750.00	75.00	112,312.51	88,352.51	23,960.00
Total Fee	149,750.00		112,312.51	88,352.51	23,960.00
Total Fee					23,960.00
Total this Invoice					\$23,960.00

Outstanding Invoices

Number	Date	Balance
56940	4/30/2024	26,056.50
Total		26,056.50

05.71.0917.000 - CTHL15002


 6/26/2024



06/27/2024 04:14 PM

User: LALKEMA

DB: La Vista

ACCOUNTS PAYABLE CHECK REGISTER

Page: 1/3

Check #	Check Date	Vendor Name	Amount	Voided
3098(E)	06/19/2024	US BANK NATIONAL ASSOCIATION	29,392.96	N
142581	06/19/2024	HGM ASSOCIATES, INC.	62,625.44	N
142582	06/19/2024	LEWIS, MELISSA N	100.00	N
142583	06/19/2024	NL & L CONCRETE	218,307.88	N
142584	06/19/2024	NMC GROUP INC	32,042.85	N
142585	06/19/2024	PUBLIC RESTROOM COMPANY	53,367.00	N
3109(E)	06/28/2024	ACTIVE NETWORK LLC	560.96	N
3110(E)	06/28/2024	AMERICAN HERITAGE LIFE INSURANCE CO	463.59	N
3111(E)	06/28/2024	BLACK HILLS ENERGY	2,617.43	N
3112(E)	06/28/2024	BOK FINANCIAL	148,450.00	N
3113(E)	06/28/2024	CENTURY LINK/LUMEN	795.64	N
3114(E)	06/28/2024	CENTURY LINK/LUMEN	106.72	N
3115(E)	06/28/2024	CNA SURETY	1,855.00	N
3116(E)	06/28/2024	COX COMMUNICATIONS, INC.	614.18	N
3117(E)	06/28/2024	RBORN NATIONAL LIFE INSURANCE CO	1,240.00	N
3118(E)	06/28/2024	RBORN NATIONAL LIFE INSURANCE CO	7,415.32	N
3119(E)	06/28/2024	ESSENTIAL SCREENS	252.60	N
3120(E)	06/28/2024	GREATAMERICA FINANCIAL SERVICES	1,509.61	N
3121(E)	06/28/2024	LINCOLN NATIONAL LIFE INS CO	7,016.71	N
3122(E)	06/28/2024	MEDICA INSURANCE COMPANY	154,599.41	N
3123(E)	06/28/2024	METROPOLITAN UTILITIES DISTRICT	13,336.28	N
3124(E)	06/28/2024	MID-AMERICAN BENEFITS INC	8,321.64	N
3125(E)	06/28/2024	PLC-MOTION PICTURE LICENSING CORP	453.65	N
3126(E)	06/28/2024	NE DEPT OF REVENUE-SALES TAX	443.63	N
3127(E)	06/28/2024	OMAHA PUBLIC POWER DISTRICT	47,734.05	N
3128(E)	06/28/2024	PAYROLL MAXX	1,000,748.24	N
3129(E)	06/28/2024	PITNEY BOWES-EFT POSTAGE	2,137.91	N
3130(E)	06/28/2024	U.S. CELLULAR	1,865.90	N
3131(E)	06/28/2024	COLONIAL LIFE & ACCIDENT INS CO	2,058.84	N
3132(E)	06/28/2024	HOME LIFE INC	15.00	N
3133(E)	06/28/2024	METLIFE	1,116.65	N
3108(A)	07/02/2024	ABM INDUSTRIES, INC	15,929.65	N
142586	07/02/2024	1000 BULBS	138.28	N
142587	07/02/2024	ACCO UNLIMITED CORPORATION	2,341.80	N
142588	07/02/2024	ACE INTERDICTION TACTICS LLC	678.00	N
142589	07/02/2024	AMAZON CAPITAL SERVICES, INC.	1,033.48	N
142590	07/02/2024	ASP ENTERPRISES INC	281.00	N
142591	07/02/2024	AT&T MOBILITY LLC	98.34	N
142592	07/02/2024	AWE ACQUISITION INC	3,853.00	N
142593	07/02/2024	BIG RED LOCKSMITHS	138.00	N
142594	07/02/2024	BISHOP BUSINESS EQUIPMENT	143.11	N
142595	07/02/2024	BOSANEK, GARY	2,375.00	N
142596	07/02/2024	BROADCAST MUSIC INC	435.00	N
142597	07/02/2024	CENTER POINT, INC.	47.94	N
142598	07/02/2024	CINTAS CORPORATION NO. 2	300.59	N
142599	07/02/2024	CIOX HEALTH, LLC	20.00	N
142600	07/02/2024	CITY OF PAPILLION	15,695.38	N
142601	07/02/2024	COMMONWEALTH ELECTRIC CO/MIDWEST	1,120.00	N
142602	07/02/2024	COSGRAVE COMPANY	365.00	N
142603	07/02/2024	CRAWFORD, MEGAN	140.00	N
142604	07/02/2024	D & K PRODUCTS	6,410.10	N
142605	07/02/2024	DAIGLE LAW GROUP, LLC	1,580.00	N
142606	07/02/2024	DESTRUCTION DRILLTEAM	100.00	N
142607	07/02/2024	DIAMOND BLADE DISTRIBUTORS LLC	1,454.95	N
142608	07/02/2024	DIAMOND VOGEL PAINTS	762.43	N
142609	07/02/2024	DICKMORE, AMY	275.00	N
142610	07/02/2024	DRAIN M.D., LLC	1,451.70	N
142611	07/02/2024	DULTMEIER SALES LLC	114.00	N
142612	07/02/2024	EGAN SUPPLY CO	25,689.05	N
142613	07/02/2024	FIKES COMMERCIAL HYGIENE LLC	144.50	N

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DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
142614	07/02/2024	FITZGERALD SCHORR BARMETTLER	57,895.40	N
142615	07/02/2024	GENERAL FIRE & SAFETY EQUIP CO	1,564.50	N
142616	07/02/2024	GODFATHER'S PIZZA	85.95	N
142617	07/02/2024	GRASS PAD INC	14.67	N
142618	07/02/2024	GREAT PLAINS UNIFORMS	1,725.44	N
142619	07/02/2024	GREGG YOUNG CHEVROLET INC	1,522.99	N
142620	07/02/2024	HAMEL, JACQUES	40.00	N
142621	07/02/2024	HARM'S CONCRETE INC	187.05	N
142622	07/02/2024	HELGET SAFETY SUPPLY INC	108.00	N
142623	07/02/2024	HONEYMAN RENT-ALL #1	852.78	N
142624	07/02/2024	HY-VEE SHADOW LAKE	514.32	N
142625	07/02/2024	IDEAL PURE WATER	52.00	N
142626	07/02/2024	INGRAM LIBRARY SERVICES LLC	2,367.85	N
142627	07/02/2024	JENSEN TIRE AND AUTO #11	98.00	N
142628	07/02/2024	JOHNSTONE SUPPLY CO	216.13	N
142629	07/02/2024	K & J ELITE SPORTS TURF INC	600.00	N
142630	07/02/2024	K ELECTRIC	4,917.97	N
142631	07/02/2024	KEMPKES, GRACE	125.19	N
142632	07/02/2024	KRIHA FLUID POWER CO INC	34.88	N
142633	07/02/2024	LEWIS, MELISSA N	350.00	N
142634	07/02/2024	LUDWICK, KIMBERLY	290.00	N
142635	07/02/2024	MALLOY ELECTRIC	2,172.88	N
142636	07/02/2024	MARYPAT A. DENNIS	12.99	N
142637	07/02/2024	MATHESON TRI-GAS INC	238.20	N
142638	07/02/2024	MENARDS-RALSTON	1,051.24	N
142639	07/02/2024	METRO AREA TRANSIT	860.00	N
142640	07/02/2024	MIDWEST TAPE	7.49	N
142641	07/02/2024	MILLARD METAL SERVICES INC	85.00	N
142642	07/02/2024	MURPHY TRACTOR/POWERPLAN	917.44	N
142643	07/02/2024	MUSCO SPORTS LIGHTING LLC	4,975.00	N
142644	07/02/2024	MUZZY ICE SERVICE INC	670.00	N
142645	07/02/2024	NMC GROUP INC	80.85	N
142646	07/02/2024	OFFICE DEPOT INC	178.09	N
142647	07/02/2024	OMAHA ROLLER DERBY INC	100.00	N
142648	07/02/2024	PETTY CASH	100.00	N
142649	07/02/2024	PIONEER ATHLETICS	1,803.25	N
142650	07/02/2024	POMP'S TIRE SERVICE, INC	667.30	N
142651	07/02/2024	PRO TRACK AND TENNIS INC	35,000.00	N
142652	07/02/2024	RDG PLANNING & DESIGN	525.00	N
142653	07/02/2024	RED WING BUSINESS ADVANTAGE ACCT	150.00	N
142654	07/02/2024	RESOURCE RENTAL CENTER INC	1,736.00	N
142655	07/02/2024	REVOLUTION WRAPS LLC	493.91	N
142656	07/02/2024	ROBERT M. SCHOFIELD	10,000.00	N
142657	07/02/2024	RPY COUNTY CHAMBER OF COMMERCE	1,450.00	N
142658	07/02/2024	SARPY COUNTY FISCAL ADMINSTRN	87,828.06	N
142659	07/02/2024	SARPY COUNTY TREASURER	3,792.26	N
142660	07/02/2024	SEAN KELLY	27.99	N
142661	07/02/2024	SHAFFER COMMUNICATIONS INC	360.00	N
142662	07/02/2024	SIGN IT	672.50	N
142663	07/02/2024	SITE ONE LANDSCAPE SUPPLY LLC	1,114.63	N
142664	07/02/2024	STREICHER'S, INC.	1,579.00	N
142665	07/02/2024	SUN COUNTRY DISTRIBUTING LTD	88.64	N
142666	07/02/2024	SWANK MOTION PICTURES INC	392.50	N
142667	07/02/2024	THE COLONIAL PRESS, INC	156.65	N
142668	07/02/2024	THE SCHEMMER ASSOCIATES INC	727.50	N
142669	07/02/2024	THE WALDINGER CORPORATION	3,315.78	N
142670	07/02/2024	TRUCK CENTER COMPANIES	337,681.00	N
142671	07/02/2024	TURF TANK	1,722.22	N
142672	07/02/2024	UNITED STATES TREASURY	318.78	N
142673	07/02/2024	UTILITY EQUIPMENT COMPANY	336.00	N

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ACCOUNTS PAYABLE CHECK REGISTER

Page: 3/3

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DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
142674	07/02/2024	VIERREGGER ELECTRIC COMPANY	1,970.00	N
142675	07/02/2024	WELDON PARTS INC.	41.88	N
142676	07/02/2024	WESTLAKE HARDWARE INC NE-022	1,464.28	N
142677	07/02/2024	WILDLIFE LEARNING ENCOUNTERS	2,300.00	N
142678	07/02/2024	WOODHOUSE FORD-BLAIR	189.18	N
142679	07/02/2024	WOODHOUSE SW OMAHA INC	15.82	N
		TOTAL:	2,467,612.82	

APPROVED BY COUNCIL MEMBERS ON: 07/02/2024

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2024 AGENDA

Subject:	Type:	Submitted By:
CLASSIFICATION AND COMPENSATION STUDY	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

SYNOPSIS

A Classification, Compensation, and Benefits study has been completed in accordance with the Pay for Performance Compensation policy. The council is being asked to accept the study by a simple motion.

FISCAL IMPACT

The FY25-FY26 proposed biennial budget includes funding of \$320,000 which has a fiscal impact in the General Fund of \$305,000 and in the Sewer Fund of \$15,000 for the recommended full-time salary structure. The council would need to take additional action to implement the salary recommendations at a future date.

RECOMMENDATION

Acceptance.

BACKGROUND

On March 21, 2023, the City Council awarded a contract to McGrath Human Resources Group to conduct a Classification, Compensation, and Benefits Study. The City's Pay for Performance Compensation Policy establishes that these studies be conducted on a regular basis in order to maintain an equitable, comparable and non-discriminatory wage and salary structure.

An internal team worked with McGrath to establish the general process for the study which included:

- Review of all job descriptions.
- Employee interviews for each current job title.
- Salary and benefits survey.
 - Recommendations for salary ranges and position placement within the ranges based on both the job rating and the market data.
 - The salary ranges for some positions were impacted by special circumstances or market conditions and those are identified in the final report.

The findings of the market study reveal that a significant majority — (*approximately 75%*) of La Vista's current salary ranges fall below average market minimums, with 65% below market maximums. This situation isn't completely unexpected, given our ongoing challenges to recruit and retain employees.

The recommended salary structure closely aligns with market rates, positioning salary ranges at the 50th percentile. McGrath's comprehensive report, which includes detailed data and analysis, has been provided for

review and discussion. While there are currently no proposed changes to employee benefits, the findings will inform future discussion and recommendations.

Implementation of the new salary structure is recommended to begin in October 2024.

K:\APPS\City Hall\CNCLRPT (Blue Letters)\24file\24 ADM Comp Study 07.02.2024.Docx



Classification, Compensation, and Benefits Study Final Report

for



June 2024



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Project Summary

The intent of the Project Summary is to provide an overview of the most important issues and opportunities identified by the Consulting team during the Study. Recipients of this Report are highly encouraged to read the document in its entirety to gain an understanding of the recommendations presented within the Report. This introduction alone does not provide enough context or information upon which to base decisions or to evaluate the recommendations provided.

McGrath Human Resources Group, Inc., an organization that specializes in public sector consulting, was commissioned by the City of La Vista, Nebraska to conduct a comprehensive Classification and Compensation Study. The Consultants utilized the following steps to make these compensation recommendations:

- Discussions with the Internal Advisory Group and Department Directors and Managers.
- Analysis of the current salary schedule, compression, and current compensation policies.
- External market data was solicited from 23 comparable public organizations, selected jointly between the Consulting team and the City.
- Position analysis based upon extensive information provided by incumbent employees describing job responsibilities, skills, and various competencies of the position in addition to a review of job descriptions.
- Internal position analysis based upon all information collected and analyzed and meetings with each Department Director.
- Feedback on recommendations by the Internal Advisory Group and Department Directors.

The Consultants wish to extend appreciation to the City Administrator Brenda Gunn, Assistant City Administrator Rita Ramirez, Director of Administrative Services Kevin Pokorny, Finance Director Meg Harris, Human Resources Director Wendy Lowery, Police Captain Todd Armbrust, Deputy Director of Public Works Jeff Calentine, and the Human Resources Generalist Katie Spencer. The individuals who hold these positions make up the City's Internal Advisory Group. It was this Group that worked with the Consultant to review, discuss, and provide insight on the Consultant recommendations.

The following recommendations have been developed as a result of the Study.

Compensation Recommendations

1. In order for La Vista to gain a competitive edge with recruitment and retention, it is recommended the City establish its compensation philosophy to align to the average market of its comparables so it is understood in policy, and Human Resources is able to bring recommendations forward in the future to maintain this policy, or compensation philosophy. Compensation philosophy can also be described as a compensation strategy. This strategy may increase the supply of candidates, increase selection rates of qualified applicants, maintain productivity, and decrease unwanted employee turnover. This type of strategy is appropriate for an organization like La Vista, because it is located in close proximity to a highly competitive labor market.
2. The City should continue utilizing a range model compensation system for flexibility in recruitment and continuation of market competitive compensation adjustments for performance, while having a defined maximum limit on wages for each salary range.
3. The City should adopt the 2024 range model developed for the City for flexibility in recruitment and continuation of its performance program for employees. The Control Point is aligned to the market. The minimum rate of each pay range is set at 15% below that rate so an employee can attain the average market within a reasonable period. Each pay range is currently held to a 30% spread to maintain financial sustainability while supporting retention through performance management efforts. This range model, coupled with the City's performance management program, should be a performance motivator and a tool for professional growth and development, and allows the City to explore and develop succession opportunities.
4. The City should retain the 7%-10% built between pay ranges to help alleviate compression between career levels and doing so also provides flexibility to address minimum wages adjustments without impact to the remainder of the salary schedule for the next several years.
5. The Ranges were built based upon market and separate from the collective bargaining agreements. This separation should be reviewed annually to ensure proper separation of base wages is retained for compression between subordinate to supervisory roles.

Classification Structure Recommendations

1. The City's classification system has been re-aligned to better follow the hierarchy within the organization and align titles to better recognize the importance of duties and responsibilities for each position and the value each position brings to the organization. Some industry titles were retained, which may deviate from the classification structure, but are understood. The City is recommended to adopt the classifications as outlined on pages 21-24 of this Report.
2. The City is recommended to rely on a position analysis process (point factoring) to evaluate the internal equity of positions within the City in the future, and to develop pay ranges where there is insufficient or no market data.

System Maintenance Recommendations

1. It is recommended that on a set date each year, the Salary Schedule be adjusted by the Consumer Price Index – Urban (CPI-U) percentage or by a local economic indicator, if preferred. Since budgeting is done at approximately the same time each year, the City should establish a specific month in which to capture the average of the previous twelve (12) months of the selected economic indicator for a recommended adjustment.
2. The City is recommended to ensure that employee progression through the salary ranges will cover both cost-of-living economic adjustment and performance, so its high performing work force does not fall behind within their respective ranges. This can happen once per year or it can be split to two (2) dates within a year.
3. The City is recommended to conduct a market update in three (3) years. Analyzing turnover and other human resource-type metrics should help indicate if an external market update is required sooner or can be pushed back a year.
4. The City is recommended to maintain human resource-type metrics to monitor recruitment, retention, and turnover trends.

Compensation Policy Recommendations

1. Compensation policy recommendations have been provided and it is recommended these be reviewed by Human Resources for recommendation to the City Administrator for incorporation into the City's policies.

Benefits Opportunities

The benefits section will identify options and recommendations to consider as the City develops its long-term Total Rewards Strategy to be an employer of choice in the region. The feasibility of feedback and options offered must be analyzed by the City in addition to the City's specialized benefit advisors and are not immediate recommendations.

1. The City would benefit from exploring multiple plan designs, including a High Deductible Health Plan with a HSA contribution, which could make the HDHP more enticing because the HSA is portable. This is typically cost effective to the employer and helps position the City in a more competitive market.
2. The Consultants recommend discussions with their benefits broker to explore if other insurance plan design options could put the City in a more competitive angle regarding health insurance.
3. The City should start all vacation accrual at 80 hours per year, with additional accrual for management and director level positions. The six (6) month waiting period to use vacation should also be eliminated.
4. The City should explore a vacation buy-back program.
5. The City is recommended to explore a Paid Time-Off (PTO) model in the future. This would allow the City to offer more flexibility within their benefit structure for the current and future workforce.
6. The City is recommended to consult with its retirement plan advisor for recommendations on the City's current vesting period.
7. The City should consider offering short-term disability coverage.
8. The City should consider a more enriched tuition reimbursement program.
9. The City has been offered other total reward opportunities to be reviewed for future consideration.

Methodology

Data Collection

The project involved several steps: collection of data, interviews, and data analysis. The first step of this Study involved gathering data that pertains to current compensation practices within the City. The Consultants received information relating to current salaries, specific policies, collected market data, and current job descriptions.

Interviews were conducted with the Internal Advisory Group and Department Directors and other management personnel within each Department. The purpose of these meetings was to first, gain an understanding of the City's current compensation practices and philosophy; second, to solicit ideas and input from these stakeholders for future compensation methodologies and practices; and finally, to determine if there were any positions within the City that were difficult to recruit, retain, or were otherwise unique in the position's responsibilities.

Employees from each Job Classification were then asked to complete a Position Questionnaire (PQ) which provided extensive information about the positions. The Consultants utilized the Position Questionnaires completed by the employees, which had been reviewed by supervisory employees, to gain a better understanding of the job responsibilities, skills, and various competencies of the position.

During the second virtual visit, the Consultants met with the Internal Advisory Group to provide a summary of the City against the comparable market and discuss the type of compensation model that would be most successful, in addition to the expected placement within the comparable market.

Upon completion of the draft compensation schedule, the Consultants met with the Internal Advisory Group and Department Directors separately to review the recommended Salary Schedule and gain their perspective. Any recommendations and feedback provided was reviewed by the Consultants and taken into consideration in both its relation to the position analysis, the external market data, as well as the impact on internal equity within the entire Compensation System.

Labor Market

Through interviews with the Department Directors and Internal Advisory Group, a list of comparable organizations was established, in order to gain information from the external market. Determining the external market is based upon who the organization loses human capital to, where to draw human capital from, comparables used in collective bargaining,

communities within the region surrounding La Vista, and communities that have similar programs/services in similar markets. Focus was put on Omaha, Nebraska with additional comparables in Iowa, Kansas and Missouri that are part of the Des Moines and Kansas City markets.

Each of the comparable organizations were contacted to request current salary schedules and incumbent data. The following comparable organizations were used:

Table 1: Comparable Organizations

COMPARABLE ORGANIZATIONS	POPULATION*	METRO STATISTICAL AREA
Bellevue, NE	63,922	Omaha-Council Bluffs NE-IA
Douglas County, NE	589,540	Omaha-Council Bluffs NE-IA
Gretna, NE	9,054	Omaha-Council Bluffs NE-IA
Kearney, NE	34,362	South Nebraska Nonmetropolitan Area
Lincoln, NE	294,757	Lincoln NE
Omaha, NE	483,335	Omaha-Council Bluffs NE-IA
Papillion, NE	23,791	Omaha-Council Bluffs NE-IA
Ralston, NE **	6,401	Omaha-Council Bluffs NE-IA
Sarpy County, NE	199,886	Omaha-Council Bluffs NE-IA
Altoona, IA	21,698	Des Moines-West Des Moines IA
Ankeny, IA	74,458	Des Moines-West Des Moines IA
Clive, IA	19,005	Des Moines-West Des Moines IA
Council Bluffs, IA	62,399	Omaha-Council Bluffs NE-IA
Grimes, IA	16,362	Des Moines-West Des Moines IA
Johnston, IA	24,640	Des Moines-West Des Moines IA
Urbandale, IA	46,729	Des Moines-West Des Moines IA
Waukee, IA	31,645	Des Moines-West Des Moines IA
West Des Moines, IA	72,205	Des Moines-West Des Moines IA
Lenexa, KS	58,536	Kansas City KS-MO
Prairie Village, KS	22,900	Kansas City KS-MO
Shawnee, KS	69,417	Kansas City KS-MO
Lee's Summit, MO	104,184	Kansas City KS-MO
Omaha Public Power District (Public Works)		
Omaha Airport Authority (Public Works)		
Metro Utility District (Public Works)		
Omaha Police Academy (Police)		
Nebraska State Patrol (Police)		
Lincoln Police Academy (Police)		

*Based on US Census Bureau QuickFacts July 1,2023 Estimates

**Did not provide data

A metropolitan statistical area (MSA) is a geographical region with a relatively high population density and close economic ties throughout that region.

Local private comparable data was also collected, when provided. The collection of this compensation data was utilized to analyze the average Market Minimum, Midpoint and Maximum Rates per defined benchmark positions. A comparison of the average salary of the positions to the salary of incumbents within the City was also performed.

In addition to current positions within the City, the Consultants sought comparable data on future positions/career ladders, and positions with job responsibilities that are combined in La Vista but might be separate in other organizations. In some cases, titles were altered to better align with the industry. Not all positions are reflected in the following data analysis. In some situations, data was not available in the external market, data was insufficient, or there were no internal matches at the time of the Study.

Market Data Solicited

To ascertain if the City's Salary Schedule has remained within market parameters, several analyses were performed including a review of the Salary Schedule Minimum, Midpoint, and Maximum to the average Minimum, Midpoint, and Maximum of the external market.

The market survey gathered the following 2024 information: Minimum, Midpoint, and Maximum salary for the positions as well as the average salary of the incumbents. There was a great deal of time spent on the data analysis to ensure that each position was examined based on the data available and how the responsibilities of each position align within the City.

Market Analysis

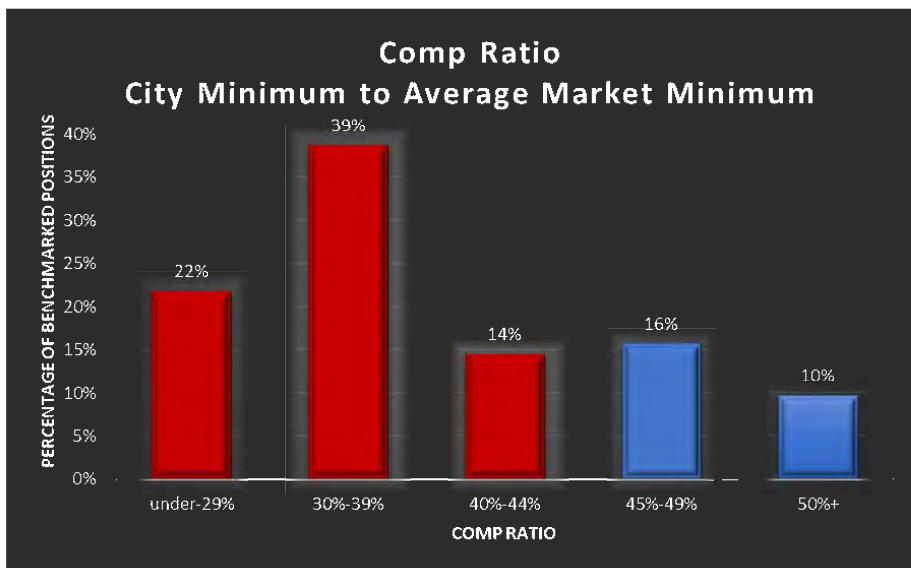
In order to analyze the ranges, a Comp Ratio is used. This is a ratio of the City's salary in relation to the external market data. A 50% Comp Ratio would mean that the salary is in line with the external Market while utilizing +/-5% range around each data point. Thus, if a position has a Comp Ratio of 45% or greater, the employee is considered aligned to the current market.

Minimum Salary Comparison

The analysis of the Minimum Salary Range gives the initial indication if starting salaries are within an acceptable Market Range. When building a salary schedule, consideration of this information will ensure the City's Minimums are within an acceptable range to the average Market Minimum; however, this analysis is only the beginning in the development of a Compensation Schedule.

Approximately 75% of the benchmarked job titles are below the average market for minimums, and 25% of the positions are within the acceptable average market minimum. The following Figure provides a summary of findings.

Figure 1: Minimum Analysis Summary

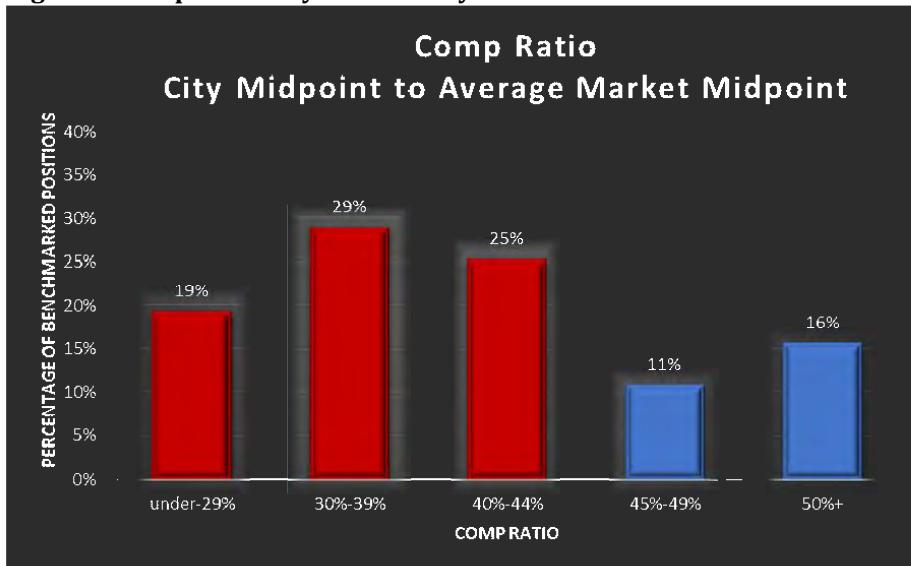


*May not result in 100% due to rounding

Midpoint Salary Analysis

The Consultants wanted to know if the City's Midpoint was aligned with Market Midpoint. Therefore, a Midpoint analysis was conducted. Again, a Comp Ratio less than 45% would indicate the Salary Ranges may not be aligned to the market. Approximately 73% of the midpoint of benchmarked positions are lower than the average market, and 27% of the positions are within the acceptable average market at midpoint. The following is a summary of findings.

Figure 2: Midpoint Analysis Summary



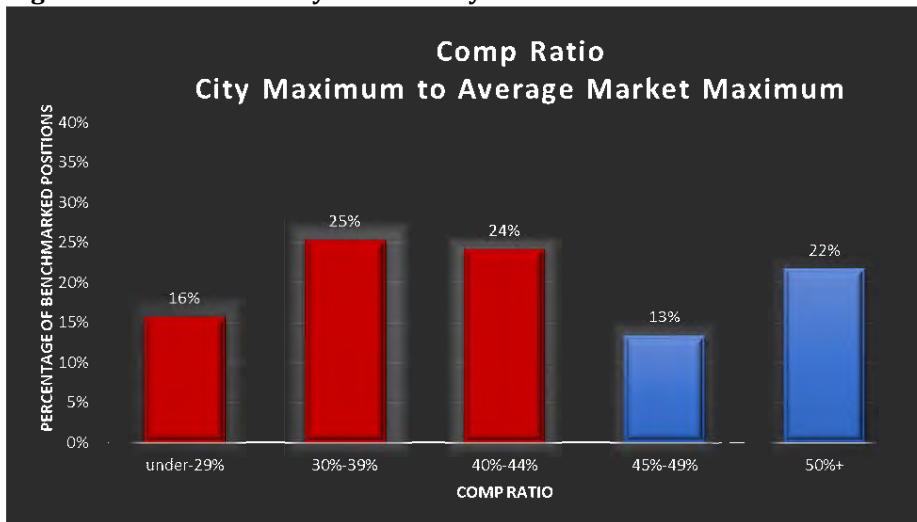
*May not result in 100% due to rounding

Maximum Salary Analysis

The Consultants compared the Salary Range Maximum to the average Market Maximum. However, due to various types of salary range construction, one must always consider this may not be an exact comparison.

With that said, the City's salary range maximum is at or above the average Market Maximum for 35% of positions. This is problematic because it shows a consistent pattern that the current schedule has fallen out of a competitive market range. As a result, the City may be challenged with the retention of current staff, which can lead to those staff leaving to work for other organizations in the area for more pay.

Figure 3: Maximum Analysis Summary

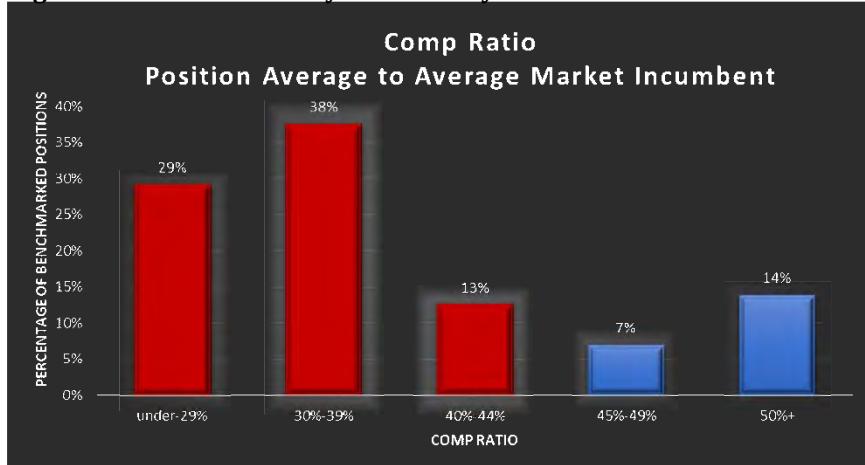


*May not result in 100% due to rounding

Incumbent Salary Analysis

The next step is to compare the City's current incumbent salaries to the average Market Rate to assess how competitive incumbent wages are within the market. For this purpose, positions where there are more than one (1) incumbent, an *average* of the current employees is utilized. Overall, 79% of the positions on average are below the average market with 21% of positions in alignment to the average, although one needs to consider tenure of employees, which is discussed in the Employee Demographics section. The following Figure provides a summary of findings.

Figure 4: Incumbent Analysis Summary



*May not result in 100% due to rounding

Current Compensation System

Full-Time Schedule

The City currently has a range model for its non-represented full-time employees. The Salary Structure is made up of 28 Pay Grades or Salary Ranges. Each Pay Grade has an identified Minimum, Midpoint, and Maximum. The difference between Pay Grades vary between 4%-7%. The total spread per range is 40%.

Part-Time Schedule

The Part-Time Schedule is comprised of eight (8) Pay Grades or Salary Ranges with the same 40% structure as the full-time ranges, with the exception of one range that is 42%. The separation between pay grades, however, ranges between 1%-29%.

Union Schedule Compression

What does not often occur within an organization is the evaluation of how various compensation sources interrelate to one another. When administration must negotiate with one group, the concentration is on that group, not necessarily on how the changes to their total compensation affects the compensation of others, including non-union personnel. This impact should not be ignored when determining the Salary Ranges of management personnel in these departments, as it results in insufficient distance between supervisor/subordinate positions. This can also dissuade employees from seeking promotional

opportunities if pay increases are minimal or non-existent. Overall, this was considered when placing command positions in the Police Department. This will be discussed again in the recommendations.

Classification System

A job classification is a system for objectively and accurately defining and evaluating the duties, responsibilities, tasks, and authority level of a position, among other characteristics. It is developed from a job analysis process without regard to the knowledge, skills, experience, and education of the *individuals* currently performing the job; and can also identify hierarchy and career progression opportunities.

Job classifications help determine the specifications and standards needed for each position. The systematic process of evaluating the scope and intricacies of a position is called position analysis.

Position Analysis

Position analysis objectively evaluates the duties, responsibilities, tasks, and authority level of each position and identifies the hierarchy, career path, and position levels.

Position analysis is conducted through the completion of a Position Questionnaire (PQ), which is a standardized tool used to analyze each position on identified factors, called a point factor system. The point factor system analyzes each position based on 13 areas. Information in these categories is obtained through the completion of a PQ completed by employees and reviewed by the supervisor. The McGrath system evaluates a position on the following areas:

- Education
- Licenses/Certifications
- Procedures/Guidelines
- Job Complexity
- Consequence of Errors
- Confidential Information
- Internal/External Contact with Others
- Equipment, Machinery, Tools
- Use/Type of Technology
- Financial
- Leadership/Supervision
- Work Environment
- Physical Requirements

Position Analysis is simply one (1) factor when looking at position placement on the salary structure. It is essential for the City to understand that a combination of market indicators, position analysis, internal equity, and compression should have a role in the placement of positions.

Compensation Philosophy

A compensation philosophy is an organization's financial commitment to how it values its employees. The goal of this philosophy is to attract, retain, and motivate qualified people. A consistent philosophy provides a strong foundation in determining the type of total compensation package to offer employees.

There are foundational aspects of compensation to assist with the development of a compensation philosophy to ensure the goals of compensation align with the goals of the organization. First, there are basic questions to consider:

1. What is considered a fair wage?
2. Are wages too high for the financial health of the organization?
3. Does the compensation system reflect the value of positions within the organization?
4. Is your compensation strong enough to retain employees?
5. Do you currently have a defined compensation philosophy?
6. If so, is your compensation philosophy keeping in line with labor market change, industry change, and organizational change?

The City is in business to provide services to the citizens, businesses, and visitors of the community. It does that through hiring qualified employees who lend their skills and talents to various positions within the organization. Without those individuals, the City would cease to provide public infrastructure, safety, and other essential services and to process the necessary functions to keep those systems in place. Employees expect a compensation system that pays a competitive wage for the skills, education, and responsibilities of the position, and the City is in close proximity to communities and organizations that lead the market's wages.

In order to be competitive for the retention of existing personnel and have successful recruitment efforts to replace future turnover, the City needs to establish a position within the market. It is recommended the City set a compensation philosophy aligning competitively with the market average. The following sections support that recommendation.

Employee Demographics

In reviewing the City's employee demographics for positions covered in the Study, the tenure of the organization ranges from new hire – 44 years. The overall tenure average of the employees is 8.6 years. The national average in the public sector is currently 6.9 years (*Local Government-Bureau of Labor Statistics, September 2022*), showing the City is above average in overall tenure, which is positive. In order to have a full picture of the City, one needs to explore these demographics further. These findings are in the following Figures.

Figure 5: Employee Demographics by Years of Service

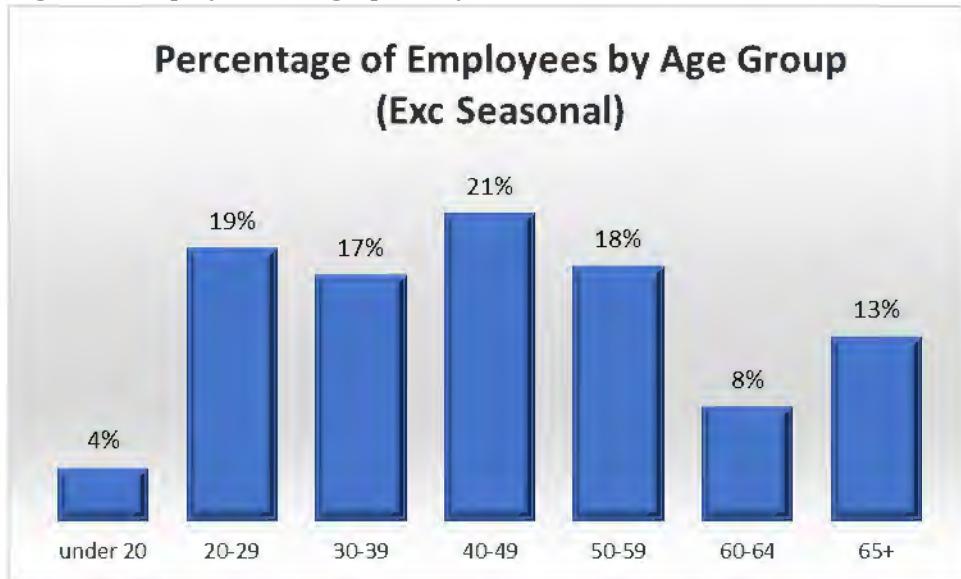
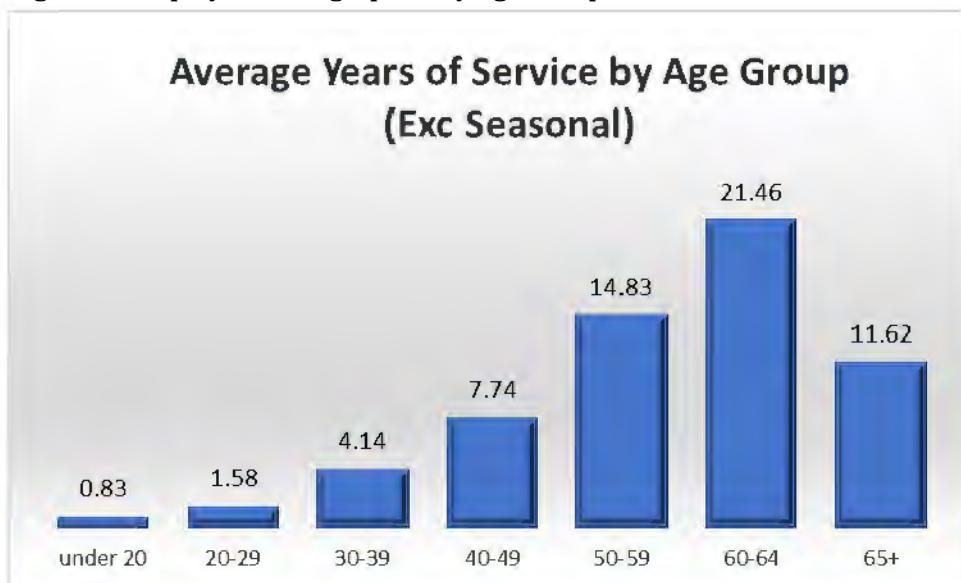


Figure 6: Employee Demographics by Age Group



The previous Figures show those in age groups 50 and over have the longest tenure and represent 39% of all employees. This is the group of personnel that will be considering retirement over the next decade. The City should expect ongoing steady turnover simply due to retirements over the next decade and beyond. When these employees leave the City, the average tenure of the organization is likely going to decrease. A turnover 'spike' may be an indication of a decline in job satisfaction, or a wage/benefit issue, so this data should be monitored at least annually.

Another significant finding is the City's demographics illustrate that 40% of the workforce is between the ages 20-39, and this is likely the cross-section of employees who are seen as more mobile in today's workforce, focus heavily on work/life balance, and consider non-compensatory benefits for the purposes of retention. This group also changes jobs quickly because it results in earning higher wages as opposed to remaining with one organization for a longer period of time, which is notable as average tenure in these age groups range from 0.83 - 4.14 years of service. Experienced professionals within the age 40-49 band are also critical, as their level of experience and skill makes many of them uniquely qualified to have multiple job opportunities, so having a competitive wage and benefit package will be critical to facilitate retention.

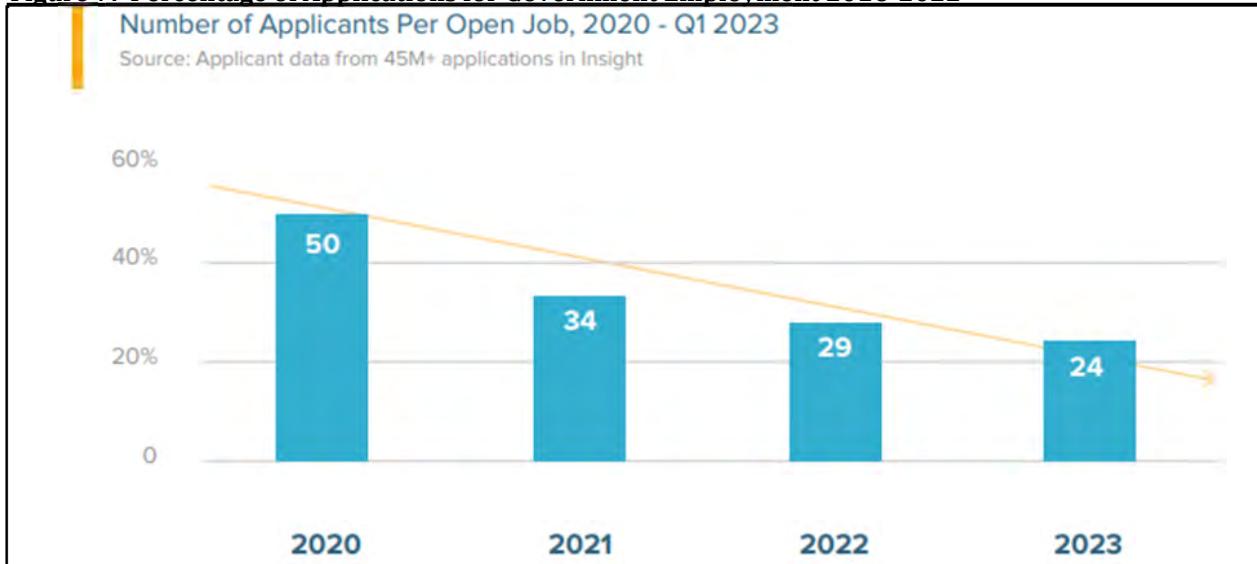
The City is recommended to monitor its demographics periodically to properly respond to shifts within the organization as needed. Although the Consultants acknowledge compensation is not the only reason for unwanted turnover, it is a consideration of the larger picture. In order to ensure competitive recruitment/retention, the City is recommended to follow the compensation philosophy of average market compensation to ensure the City can stay competitive to support retaining its qualified personnel as long as possible.

The Evolution of Recruitment and Retention with Compensation Since 2020

According to human resources professionals across the United States, it is becoming progressively harder to hire qualified personnel. Looking at a tight labor market, recruitment and retention of qualified personnel with the necessary skills for public service has topped the list of workforce challenges for the last several years, and nearly all human resources professionals reported moderate to significant increases in vacancies within their organizations.

The Public Sector is described as being caught in a cycle between turnover and burnout because employees work harder and longer to compensate for staff shortages. Over time they burn out and leave their organization often earlier than planned. HR tries to fill critical roles but there are not enough qualified applicants to compensate for the turnover rates. Public sector applicant tracking over a four (4) year timeframe is provided.

Figure 7: Percentage of Applications for Government Employment 2016-2022



(Source: The Quiet Crisis in the Public Sector, Neogov, 2023.)

This is not necessarily a new issue, but some employers do state it has become increasingly problematic for operations. Public employers have been experiencing ongoing challenges of this nature for almost a decade. Governments historically have had a compelling proposition to offer workers with secure lifetime employment and generous health benefits followed by a robust pension for retirement, which is no longer the case. Public employers are battling for their talent because:

- The “Silver Tsunami” identifies between 30%-40% of local government workers eligible to retire, and there is a workforce gap.
- Long-term employment has less appeal for the younger workforce.
- There is a real or perceived decline in public support for government workers.
- Public employers do not feel they can compete with salaries and benefits as benefits erode and the private sector is more competitive.
- There is a growing skills gap. Many government jobs now require specialized education or training. Fewer positions are ‘learn on the job.’
- Public employers are not able to offer the same level of flexible work arrangements to all employees.
- Limitations in technologies prevent efficiency and automation.
- There are limited financial resources.
- Not all work cultures are satisfying and supportive.
- Public sectors does not usually market themselves as a career industry.

The Great Resignation and Private Sector Influence

In addition, compounding the public sector recruitment challenges, the country has experienced continued private industry prosperity, record inflation, record retirements, and record turnover from an otherwise qualified workforce, causing all industries, both public and private, to be competing for already limited human resources. This has led employers to increase wages for all positions to help recruit and retain their talent. The effect has been substantial, and nearly every employer is experiencing recruitment and retention challenges. Many businesses report the lack of available workers and have curtailed their ability to meet current work demands, while raising wages.

Inflationary Impact on Employees

Inflation may be showing signs its slightly cooling in 2024 over 2023, but unrelenting high costs is not lessening. Persistent inflation has pushed many in today's workforce to live paycheck to paycheck, cut back on expenses, dip into their savings and stop contributing to their retirement accounts etc. It is also becoming an issue for mental health, because there is no sense of control over the issue. Because inflation continues to grow, the "dollar" for employees does not stretch as far. Competitive wage ranges are critical for employees to facilitate retention with their employer, so they do not feel they have to leave simply because they cannot afford to stay.

State Minimum Wage

According to the Nebraska Department of Labor, Nebraska's minimum wage is set at \$12.00 as of January 1, 2024. The state also has a mandated annual increment of \$1.50 per hour until 2026, at which time the state's minimum wage will be \$15.00 per hour, followed by a yearly adjustment for the cost of living starting in 2027.

The City may need to make different wage adjustments on the lower portion of the Salary Schedule for legal compliance each year. This does not mean all positions will increase with annual Minimum Wage increases, as these flat rate changes result in significant percentage adjustments, which is not fiscally sustainable. Instead, the City is recommended to annually monitor the amount of separation between positions on the lower portions of the Salary Schedule, and if compression begins, this may necessitate an adjustment to some higher Pay Ranges to keep separation between positions. The Minimum Wage increase will also impact the City in that in order to stay competitive against private sector restaurant/retail positions for lower paying jobs such as within Recreation, the City may need to establish rates above the already increasing salary ranges in order to retain these personnel.

Recommendations

Compensation Structure

The recommended 2024 Compensation System is a range system, provided in Appendix A. Embedded within the System are 23 different pay grades with a 7%-10% spread between pay grades. There is a 15% range between the Minimum and the Control Point within each pay grade. The total spread from Minimum to Maximum is 30% for Grades A-R and a Total spread of 40% for Grades QQ-UU. The Schedule has been developed around the Control Point of the Schedule, which is set at average Market. The Schedule does have some overlap in ranks in some occupations, which is common. The recommended Salary Schedule, however, will help minimize compression between ranks and levels within departments and allows for growth of positions into the future with the additional pay grades.

Part-Time and Seasonal Positions

Part-time and Seasonal positions have been added to the Compensation and Classification structure. These positions provide an important role to the operations, program, and services provided by the City, and salary adjustments should be consistent, regardless of full-time or less than full-time status. Positions have been placed onto the salary schedule with the same methodology as all other positions. The Consultants recommend the employees who hold these positions progress through the salary ranges as any other position on the structure, based on dates, not hours worked.

Classification Structure

Management and Director Classifications

During the course of the Study, there was an opportunity to better align job titles with responsibilities. Some job titles were revised for consistency based on their duties or to become more current with the external market. The City's current classifications are generally speaking well developed, although there are recommended changes for consistency and clarity, within the management and leadership levels of the organization. The City may allow working titles in certain classifications. It should be noted that not all titles will follow the new classification structure if the title needs to be specific for statutory/funding/regulatory reasons, or simply due to local government industry practices. The new Job Classification System for management level positions has been developed as follows, followed by a brief non-inclusive summary for each:

- Deputy City Administrator (future) - Second position in the hierarchy of the organization and assumes overall responsibility in the absence of the City Administrator; and is authorized administrator functions on behalf of the City Administrator to assist with span of control given the major complexities and nuances of municipal government.

This differs from an Assistant Administrator classification, which is an advanced level MBA/Public Administration position that assumes complex projects, policy development, research, and level management responsibilities as an opportunity to develop professional skills. It is recommended the City move toward a dedicated Deputy Administrator position and classification, which will allow the City to utilize the Assistant Administrator classification in a different manner than is currently being utilized today.

- Managing Director – This level is held for executive administration levels and reports to the City Administrator/Deputy City Administrator. Direct and routine contact with council/elected officials and City Administrator; recommends strategic direction; recommends policies, including budget. Accountable for the department(s) in their scope with significant consequence of error. These positions may still be referred internally as 'Directors' for brevity.
- Director – Responsibility over a department within the organization. This is a direct report to the Managing Director. Develops programs and policies related to carrying out the strategic direction of the organization. Often provides input into the strategic planning of the organization. Has a high level of authority and autonomy. Has direct reports and has responsibility for the supervision and performance of subordinates, with or without the assistance of other management personnel. Responsible for monitoring and recommendations of budgetary matters.
- Deputy Director – This is a direct report to a department Director and is the second in command at a department level. The City currently utilizes Assistant Director and Deputy Director classification interchangeably. The City is recommended to migrate these titles to a Deputy Director designation at such time the departments are prepared for this to have consistency that a 'deputy' equates to the second in command.
- Manager/Superintendent – Second level of management within a specialized area or for larger divisions/departments within the organization. This position may be responsible for a subsection or assists the director with the overall management of the division/department. This position has at least two (2) direct reports and has supervisory responsibilities that includes hiring, performance management, and a defined level of discipline. Has input into the budget and may have budget monitoring responsibilities. This position does not typically have substantial input into strategic planning.

Job Levels

Levels have been confirmed within the job classification concerning the type of work and job complexity, as well as outlined career levels. Levels are categorized by the type and complexity of responsibilities of the position, including the amount of accountability, judgment, discretion and expertise needed to perform the duties of the position. As the complexity of the position increases, so does the pay grade. The PQ and corresponding point factor system has been utilized to confirm the levels.

Separation between job levels has been reviewed and is incorporated into the final recommendations. Proper pay grade separation helps to reduce compression because overlap of pay ranges between promotional positions does occur on the recommended salary schedule and is an acceptable compensation practice. Having sufficient separation between pay grades will help to keep compression at a manageable level.

Recommended Classification Changes

There are modest adjustments recommended, as follows:

Table 2: Recommended Classification Changes

Current Title	Recommended Title	Summary
Circulation Clerk I	Circulation Assistant	This is not due to responsibilities but is for the perceived value to the organization and better description of the function of the role.
Admin Assistant/Receptionist	Administrative Assistant	This is not due to responsibilities but is for the perceived value to the organization and better description of the function of the role.
Circulation Clerk II	Circulation Specialist	This is not due to responsibilities but is for the perceived value to the organization and better description of the function of the role.
Events - Recreation Attendant	Assistant Events Coordinator	This is not due to responsibilities but is a better description of the function of the role.
Administrative Assistant II Administrative Assistant III	Administrative Specialist	Differences between the existing levels are insignificant and allow the city to collapse these levels
Police Data Entry Clerk	Police Records Specialist	This is not due to responsibilities but is for the perceived value to the organization and better description of the function of the role.
Special Services Driver	Driver I Driver II	Level II driver may take on additional lead, scheduling, or

		administrative duties beyond driving duties.
Administrative Assistant III	Account Specialist	This is not due to responsibilities but is a better description of the function of the role.
Circulation Clerk II	GED Instructor	This is not due to responsibilities but is a better description of the function of the role.
Foreman	Public Works Supervisor	This is not due to responsibilities but is a better description of the function of the role.

Position Placement

Placement onto the respective Salary Schedule is based upon several criteria:

- Job Analysis
- Market analysis
- Compression analysis
- Internal equity

After considering all these elements, placement of some positions on the Salary Schedule has changed. This is not an indication that any given position has more or less value, or that a specific position is even to be compared with the other positions in that respective pay grade, so employees are advised not to compare themselves with other positions given the complexity of the factors that are considered during placement of positions. Similarly, this is not a “reclassification” process, where a position is being evaluated on changes in responsibility, authority, or decision making that may place the position in a higher or lower pay grade, etc. This process is a complete reset of the Compensation System.

Employee Placement

For purposes of implementation, employees were placed to the Minimum of the Pay Range if currently under the new Rate. Employees already within the Range require no ‘implementation’ changes but because retention is a long-term goal for the City, placement of employees within their new salary range should occur based on objective adjustments commensurate with performance or time in their current position, although based on the City’s value of performance, an objective placement process based on historical performance can occur. It is recommended that employees be placed above the Minimum of the Pay Range based upon their previous performance to offset compression issues. This is a one-time in-range adjustment for employees. This will also help provide separation between existing employees and future hires. The City is recommended to provide for a one-time in-range adjustment. Future movement within the ranges will then occur based on the City’s annual pay for performance program.

Command Staff

Like other positions, the placement of the command positions considers the market, internal comparability, and compression. Overlap of pay ranges between promotional positions does occur on the recommended salary schedule and is an acceptable compensation practice. However, the salary ranges for union ranks are determined in a different manner than those non-represented ranks. As the union salary schedules adjust, the City will need to evaluate the pay ranges for the non-represented command position for adjustments needed to correct compression. The City is recommended to review incumbent rates for command positions to help alleviate compression between ranks, following completion of a bargaining process.

General Operational Guidelines

Maintenance of Salary Schedule

It is important for the City to have a standardized procedure to adjust the Salary Schedules for consistency and for budgetary forecasting. It is the Consultant's recommendation that on a set date each year, the Salary Schedule be adjusted by the Consumer Price Index – Urban (CPI-U) percentage or by a local economic indicator. For example, since budgeting is done at approximately the same time each year, the City should establish a specific month in which to capture the average of the previous twelve (12) months of the selected economic indicator for a recommended adjustment. The City will still maintain control if conditions and finances fluctuate in a specific year. The following are the types of adjustments recommended:

Salary Schedule Adjustments

Annually, the Salary Schedule should be adjusted for economic reasons. Without maintaining the Salary Schedule, it will fall below the Market and the City will end up spending dollars to get it updated. Annual Salary Schedule adjustments will keep a competitive Salary Schedule. It is important the City budgets dollars for increases to the overall Schedule each year. There may be years when the economy cannot support such increases; however, that should be the exception, not the norm.

Annual Performance Adjustments

The Salary Schedule is based on a premise of an annual performance adjustment. Each year, employees can receive the salary increase set by the City Administration for pay for performance, unless an employee is on a Performance Improvement Plan.

Minimum Wage Adjustments

The City will need to evaluate Pay Grades A-C each year to accommodate wage challenges resulting from Minimum Wage laws. Additional separation has been built into the model starting at Pay Grade D to accommodate modest differences that may be needed in lower pay grades in future budget cycles. The City is recommended to re-evaluate the Market in 2026 to determine if sufficient separation continues to exist at this part of the Salary Schedule, if more range adjustments are needed, or if pay grades need to be consolidated to address Minimum Wage changes beyond 2026.

Compensation Policy Recommendations

A comprehensive summary of recommended compensation guidelines has been provided in Appendix B. The City's Administration is recommended to consider these established guidelines and update the City's compensation policy accordingly.

Metrics

Salary Schedules need to be balanced between what is competitive for recruitment/retention, as well as what is affordable and financially sustainable long term. The City should monitor metrics as an internal indicator to identify if there is a possible concern with the City's placement in the market. Internally, metrics are standards of measurement used to assess what is occurring within an organization. Metrics tell an organization how well or poorly they are doing, allowing an organization to review, assess, problem solve, and adjust processes, as well as identify challenges or stressors to the organization that may be having a negative impact. Specific metrics may help identify where dollars are being expended that can be costly, including turnover. Although the Consultants acknowledge compensation is not the only reason for unwanted turnover, it is a consideration of the larger picture. In order to ensure competitive recruitment/retention, the City is advised to follow the recommended compensation philosophy to ensure it can stay competitive to support retaining its personnel. Metrics will help identify that success. Human Resources already maintains many of these metrics, and it is recommended this continue, and be analyzed regularly.

Table 3: Metrics Recommendations

METRIC	FORMULA TO CALCULATE	PURPOSE
Applicant Tracking	Total number of applications received	Assessing for reduced application stream
Turnover	Number of separations ÷ Number of approved FTE	Effectiveness of compensation and benefits; may identify trends that need further analysis within departments
Early Turnover	Number of employees leaving the job in the first 12 months of employment ÷ average actual # of employees in the job for same time period	Effectiveness of compensation and benefits; may identify trends that need further analysis within departments
Offer Acceptance	The number of employment offers accepted ÷ number of employment offers made	Effectiveness of compensation package
Employee Demographics	Percentage of employees in age categories and years of service categories	Assess work demographic for trends in lower tenure and higher percentage of employees in mobile generation groups (under 40)
Exit Interviews Metrics	NA	Documenting reasons for turnover for trends in compensation package

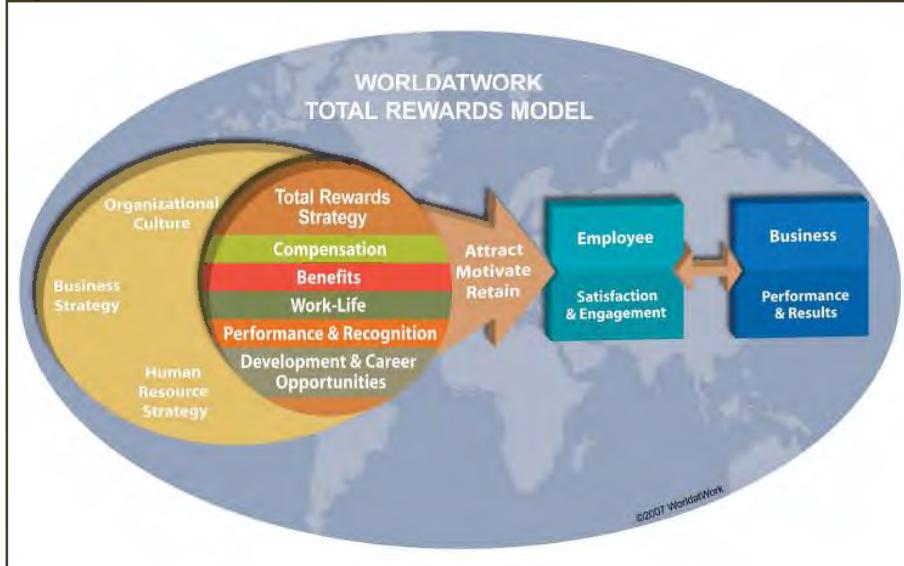
Market Updates

One of the main concerns in any Salary Schedule is the ability to keep it current. Often, an organization spends time and resources to review and reevaluate their Salary Schedule, resulting in providing employees or Pay Grades significant increases because either the positions or the Schedule is not in line with the external market. A Salary Schedule has a typical life span of three (3) to five (5) years, at which time market conditions typically necessitate a review. The City can strive to prolong the life of their Schedule if it continues to commit to maintaining its competitiveness with the external market by ensuring market updates occur. Given the current competitive market, the City is recommended to initially conduct a market update in three (3) years. Analyzing turnover and other human resource type metrics should help indicate if an external market update is required sooner or can be pushed back a year.

Total Rewards Perspective

Attraction, motivation, engagement and retention are critical issues facing all employers. Successfully addressing these issues begins with, at a minimum, having a strategy that aligns certain elements of the employment experience with the goals and objectives of the employer. A Total Rewards model encompasses specific employment elements to drive performance and a positive employment experience, which should promote retention. A Total Rewards model considers the following:

Figure 8: Total Rewards Visual



(Source: WorldatWork)

A total rewards model provides a framework for designing, implementing, and assessing the rewards packages offered throughout the organization. Organizations should always consider various influences, both internal and external, that help shape an organization's unique culture, business strategy, and human resources strategy. It will be important that the organization continue to focus on that balance going forward with the current labor market conditions, and acknowledging what is valued and important to various generations that make up current and future employees.

The following is an inventory of the City's current compensation, benefits, and related opportunities it provides its employees, based on the Total Rewards Model:

Wages (Base Pay and Variable Pay). Pay provided by an employer for services rendered. This includes both fixed pay and variable pay tied to performance.

- Base Wages
- Overtime Pay
- On-Call (Standby) Pay
- Call-In Pay

Benefits. Programs an employer uses to supplement the cash compensation that employees receive. These include health, income protection, and retirement programs that provide security for employees and their families, etc.

- Social Security – mandatory
- Medicare – mandatory
- Workers Compensation – mandatory

- Unemployment compensation – mandatory
- Health insurance
- Vision insurance
- Dental insurance
- Life insurance
- Accident Insurance
- Long-Term and Short-Term Disability
- 401(a) Retirement Plan
- Deferred Compensation Plan
- Roth IRA
- Flexible Spending Accounts
- Health Savings Account/Health Reimbursement Account
- Sick and Vacation Leave
- Compensatory Time
- Bereavement, civic duty, and military leaves
- Family and Medical Leave (federal and state)
- Paid time donation program
- Personal Leave
- Parental Leave
- Observed holidays and floating holiday
- Uniform Allowances for specific positions
- Tool/Safety Equipment reimbursement
- Volunteer Time Off

Well-being. Organizational practices, policies and programs that help employees achieve success both at work and outside of work.

- Equity, Diversion, and Inclusion Policies
- Employee Assistance Program
- Wellness Program
- Varied work schedules by department
- Supportive nursing mothers workplace

Talent Development. Provides the opportunity and tools for employees to advance their skills and competencies in both short- and long-term careers.

- Training and development courses
- On-the-job training
- Education Leave
- Performance Management Feedback
- Tuition Reimbursement

Recognition. Acknowledgement of employee behaviors/outcomes that support the organization's success. Recognition programs can be formal or informal and do not need to have a financial component.

- Longevity Pay (Police only)

This visual should help the City as it considers new Total Reward opportunities for employees, to provide a balanced and engaging employment experience to its employees when it is not able to provide the highest wages in the region. Compensation is not the only driving factor for recruitment and retention. Benefits and salary continue to be the top two (2) factors for job selection and retention, although with recent inflation, wages are becoming a renewed focus over benefits.

Benefits

In addition to compensation, the City asked that a comparison of major benefits be completed. The following is a summary of these comparisons. It should be noted the recommendations contained in the benefit analysis will take time to evaluate with a benefits broker, and most cannot be quickly changed. This allows the City to understand their benefits among the comparable market and is independent of the compensation recommendations. The feasibility of feedback and options offered must be analyzed by the City in addition to the City's specialized benefit advisors and are not immediate recommendations.

Health Insurance

Plan Design Overview

The City offers one plan design with two (2) provider networks, summarized below:

Table 4: Health Plan Summary

DESCRIPTION	DEDUCTIBLE AMOUNTS	MONTHLY EMPLOYEE CONTRIBUTION (S/F)
CHI	\$1,000 / \$2,000	\$76.12 / \$441.56
National	\$1,000 / \$2,000	\$148.04 / \$694.14

Most organizations have been forced to add higher deductibles and coinsurance limits onto health plans to push costs back onto the end users/consumers, which is now a standard across the nation. The City of La Vista has not yet done this. Offering multiple plan options would give employees the opportunity to select the coverage that best matches their personal and financial situation, which is a positive to the City benefits package. A second

plan design could include a high deductible health plan with a Health Savings Account (HSA) option as a means to help the employee build a portable medical account. If the City chose to go this route, they should note that other employers make a contribution to an employee HSA accounts to provide more relief from health care expenses. For future consideration, the comparables that provided their health insurance benefit information contribute, on average, \$1,128 for single coverage and \$2,775 for family coverage. It should be noted the City funds an HRA benefit, which pays an additional co-insurance amount for employees, which is not included in the following tables.

Premiums

It is extremely difficult to compare health insurance, as the number of plans and the plan designs are significantly different among organizations. What can be compared is the amount the employee contributes toward the cost of that insurance. As the City is aware, the cost of health insurance is a large budget item for any organization. Health insurance is also often the single largest benefit looked at by potential new hires with the City, so a review of employee contributions to this benefit is imperative for offering a comprehensive benefit package. The Consultants compared La Vista's 2023 health plan with the comparable organization's health plans for a more accurate reflection of insurance to its specific comparables. Because some of the comparables had multiple network options the Consultant included the highest premium and the lowest premium for comparison. It was found that the CHI Network employee premiums are average to the market, but the National Network premiums are among the highest rates found in the comparable market for single coverage. Premiums for family coverage for both networks are among the highest rates found for employees in the comparable market. The City is in a position to work with an insurance broker to identify new options as the City is not poised competitively with this very costly and necessary benefit. However, that is not a comprehensive picture because employees will assume actual claim costs as well.

Expected Employee Cost

Because premiums and deductibles are varied in the region, the cost of the monthly premium plus the deductible provides a truer look at the expected employee cost. It was found that both network's annual premium costs with deductible expenses are average to the comparable market for single coverage, but family coverage is among some of the highest reported costs. Alternative plan designs with differing deductibles may be beneficial to the City.

Maximum Employee Cost

Employees that experience a major medical event that exceeds the deductible costs will have a higher financial risk than in other comparable organizations when considering the maximum out of pocket expenses, therefore a review with premiums *and* out of pocket maximums was run. It was found that employee's financial risk will be average to higher for single coverage, and higher than average for family coverage.

Insurance Summary

Overall, the City has multiple network options, which is favorable to the employees. However, the City only offers one (1) plan design. The City would benefit from exploring multiple plan designs, including a High Deductible Health Plan with a HSA contribution, which could make the HDHP more enticing because the HSA is portable. This is typically cost effective to the employer and helps position the City in a more competitive market.

The Consultants recommend discussions with their benefits broker to explore if other insurance plan design options could put the City in a more competitive angle regarding health insurance.

Although some of the newer workforce does not always appreciate the value of a health insurance benefit, most existing employees and more mature applicants do. The City is recommended to ensure future plan design and premium changes to continue to poise the City competitively. This will present a total wage and benefit package that aligns with the market average.

Time Off Benefits

Time off and work life balance continue to be top areas candidates (and employees) look at when considering employment and retention. Therefore, the City's paid time benefits were also reviewed.

Holiday

Currently the City offers 11 observed holidays and two (2) personal days. The comparables that provided holiday information reported between 8-14 observed days, with three (3) reporting eight (8) days and three (3) reporting 14 days. Most comparable organizations reported 9-10 days.

The comparables also offer personal or floating holidays. When combined, the total number of days range between 8.5-14 days with most at between 11-13 days. The holidays observed that La Vista does not currently recognize are Christmas Eve, Arbor Day, Patriot's Day, and Veteran's Day. There are no recommended changes at this time.

Vacation

The City has two (2) vacation models as of 02/16/2021 summarized as follows:

Table 5: Vacation Schedule

Vacation Description	Levels of Accrual	Minimum Annual Accrual	Maximum Annual Accrual	Years to Reach Maximum Annual Accrual	Maximum Accrual
Vacation Leave - Exempt	17	80 hours	208 hours	17 years	220 hours
Vacation Leave - Non-exempt	14	64 hours	184 hours	14 years	220 hours

Comparable organizations that report vacation offer 40-120 hours in the first year, so all positions should be starting at least at a minimum accrual of 80 hours in the first year. The maximum vacation accrual was reported between 160-256 hours, compared to the City at 184-208 hours, so the city is in-line with the maximum accrual. The comparable market reported maximum hours on the books between 200-240 hours, as compared to La Vista at 220 hours, so the City is in line with the market. All organizations have a full payout program, although four (4) entities have a minimum years of service qualification for the payout. That payout requirement is between 1-20 years.

The City also has a six (6) month waiting period for use of vacation time earned. The City is recommended to drop this provision to be a more flexible employer.

It is not uncommon for management level positions to receive additional vacation at a higher amount than all other positions, and the City has done this by splitting out exempt from non-exempt. This is often the single difference in benefit offered to these high-level positions. As a result, the City should consider additional vacation accruals for management and director level positions.

Vacation Buy-Back Program

The City should also consider an annual opportunity to buy back vacation if employees or the City are faced with extraordinary circumstances and are unable to use the time. This will allow the employees to receive financial benefits if they are unable to use the time without creating individual agreements. The City Administration will need to analyze this option further and consider any budgetary impacts this option may have. Most buy-back programs occur annually, are not reversible, have a maximum payout option, and must have a minimum vacation balance remaining for use.

Sick Leave

The City offers 15 sick days per year which results in 120 hours per year. Employees retiring may be eligible for a portion, or all, of accumulated sick leave to be paid out after 10 years of employment with the City. The reporting comparables provide similar sick leave accruals from 88-144 hours per year, with most at 96 hours. No changes to sick leave accruals are recommended at this time.

Paid Time-Off

Work-life balance, flexibility, and paid time-off topics are very important to the total compensation package. Having the rules and variations for each of the traditional methods of time-off may be confusing and frustrating for employees and managers, and it is likely a significant administrative burden to the administrative staff who setup and monitor the use of these forms of leave. Many organizations add stringent rules for the use of benefits to help the employees manage their personal situations, but that often makes programs more difficult to manage, so considering an alternative time-off program option may be beneficial to the City. This may also be very advantageous for future recruitment, when candidates are looking for increased flexibility with time off.

Paid Time-Off (PTO) is a single bank of time-off, which is then used for sick, vacation, and possibly bereavement time, instead of having different banks of time for different purposes. The benefit has administrative ease, simplification, and new flexibility for employees. Although few comparable organizations identify PTO as a program they offer, the City could consider the concept of PTO to offer more flexibility within their benefits in the future. In lieu of making additional vacation changes, the City is recommended to consider a PTO model in the future.

Retirement Plan

The City currently offers a 401(a) defined contribution retirement plan with a 6% matching contribution for eligible employees. In addition, the City also offers an opportunity for employees to contribute to a 457 Deferred Compensation and Roth IRA plan without any employer contribution. Participation is voluntary. These benefits are a major recruitment and retention tool.

After a review of the comparables, the employer match ranges between 0.50% and 9% with most contributing to a retirement plan at 6%. The table below shows how the City compares in terms of employer contributions and vesting, if information was provided. There is variation in the contribution and vesting period. The City is recommended to consult with its retirement plan advisor for recommendations on this benefit.

Table 6: Comparable Retirement Programs Summary

Comparable	Description		Employer Contribution	Defined Benefit Vesting
City of Bellevue, NE	414 (h)		6.00%	7 years
City of Bellevue, NE	457	Deferred Compensation		
City of Gretna, NE	457	Deferred Compensation	6.00%	
City of Kearney, NE	Pension	Union Bank and Trust - Defined Benefit Pension	6.00%	
City of Kearney, NE	457	Deferred Compensation		
City of Lincoln, NE	457	Deferred Compensation	0.50%	

City of Lincoln, NE	Pension	City of Lincoln Retirement Plan	6.00%-9.00%	3 years
City of Omaha, NE	Pension	City of Omaha Employee Retirement System	18.78%	5 years
City of Papillion, NE	457(b)	Deferred Compensation	8.00%	
Douglas County, NE	Pension	Defined Benefit Pension Plan	8.50%	10 years
Douglas County, NE	457	Deferred Compensation		
City of La Vista, NE	401(a)	401a Defined Contributions	6.00%	7 years
City of La Vista, NE	457	Deferred Compensation & IRA		
Sarpy County, NE	457(b)	Deferred Compensation & IRA	\$1,040 to a 401(a)	
Sarpy County, NE	457	Roth		
Sarpy County, NE	Pension	Nebraska Public Employees Retirement System	6.75%	3 years
Sarpy County, NE - sworn	Pension	Nebraska Public Employees Retirement System	8.75%	3 years
Omaha Airport Authority, NE	401(K)	Traditional	50% up to 6%	
Omaha Airport Authority, NE	457	Roth - Deferred compensation		

Ancillary Benefits

The City also requested the Consultants examine the additional benefits offered by comparables beyond the standard health, dental, vision and paid time-off benefits. The following is a brief summary and analysis of some of the supplementary benefits being provided.

Life Insurance and Accidental Death and Dismemberment (AD&D)

Fourteen comparables offer life insurance and/or AD&D insurance, with most offering only life insurance and four (4) offering a combination. Coverage ranges from \$10,000 to 1.5 times an annual salary, with the City offering \$50,000 coverage for both life and AD&D, comparable to others.

Long Term Disability (LTD) and Short-Term Disability (STD)

Sixteen (16) comparables offer LTD, STD, or a combination, with most offering LTD and seven (7) offering STD. All but two (2) comparables cover this benefit, with coverage ranging between 60%-70%. The City could enhance this benefit by providing City-paid STD or a combined City paid STD and LTD to attract a workforce seeking more financial security. The City could consider offering voluntary STD without any City contribution as long as the City covers LTD premiums. All but two (2) comparable organizations cover the cost of all disability coverage. The City may wish to consider short-term disability coverage.

Employee Assistance Program (EAP)

Mental health has been brought to the limelight of the all-encompassing employee wellness concept over the last few years, specifically with the COVID-19 pandemic in the forefront and the psychological well-being of all. Employee assistance programs are becoming more and more needed and wanted in order to best serve employees and their complexities. Over half of the comparables are offering EAP services at no cost to the employee, with free visits ranging from three (3) sessions to unlimited. The City provides six (6) free sessions, aligning with the industry standard.

Tuition Assistance

Tuition reimbursement is an arrangement between an employer and employee in which an employer will cover a certain percentage of an employee's tuition for a study program, college degree or another form of education, and is often a substantial tool for employee engagement and retention. Twelve comparable organizations provided information on their tuition programs. Tuition assistance amounts ranged from \$600-\$5,250 per year in tuition reimbursement with variation in how the programs are structured. One organization reported a lifetime maximum of \$18,000. The City currently offers up to \$1,500 annually. The IRS allows employers to provide up to \$5,250 per year as a tax-free fringe benefit. The City is recommended to enrich their tuition reimbursement program.

Additional Opportunities

The following are considerations to enhance the City's current program to support employees at different phases of their life. The feasibility of the options must be analyzed by the City as a whole and are not immediate recommendations.

Childcare Assistance

Childcare is one of the most expensive household expenses, and often is a barrier to employment for that reason. Offering a childcare discount can increase employee satisfaction and engagement and can be a major recruitment tool. The City could consider a percentage, flat rate, or scholarship program to subsidize this expense. An on-site childcare facility with discounted tuition would also be a highly welcomed benefit for working parents. Although this was not a benefit found in the comparable market, this is a benefit some employers are considering on a national level.

Long-Term Care Insurance

Long-term care (LTC) is different from traditional medical care. Long-term care goes beyond medical treatment and nursing care to helping people cope in the face of a chronic illness or disability. Long-term care provides support in performing everyday tasks. People need long-term care for a number of reasons, but often it is simply for the process of getting older. Long-term care services are typically needed by individuals unable to perform activities of daily living or who become cognitively impaired. As the City's workforce matures, there is a greater need for long-term care services which can be a significant financial burden without proper insurance coverage. Because this is a critical component to retirement planning, more employers nationally are offering LTC insurance programs and education.

529 College Savings Plan

A 529 plan is a tax-advantaged savings plan designed to help families save for college and a range of other qualified education expenses which is outlined in Section 529 of the Internal Revenue Code. This is a voluntary benefit option for the City to include in its benefits portfolio, while the preferred vendor works directly with the employee for enrollment and fund management.

Flexible Work Options

The early period of the COVID pandemic forced every employer to develop alternative service delivery models, when possible, to keep operations going, while balancing the need for safety and human separation. Employers primarily utilized remote work options and flexible work options. Remote work is working in a location other than a traditional brick and mortar location. Flexible work involves scheduled work that may be outside normal business hours to accomplish the work, but not necessarily during normal business hours. Now over three (3) years later, although the traditional brick and mortar workplace has returned to pre-pandemic levels, the concept of remote work and flexible work options remains. Employees have been able to show that productivity can still occur in alternative work programs, and many desire this as a major benefit to help them maintain their work/life balance. This workplace impact is not temporary, and organizations that take this opportunity to change how they work should experience better employee engagement and retention than organizations that do not consider alternatives.

This is not to say that all positions can work from home. Remote work should continue to be determined on a position-by-position basis. Public-facing positions that serve constituents may feel they have fewer options, but the City could consider flexible work options for staff that would not need to decrease the level of service to constituents. After the City assesses the jobs that can feasibly work under a flexible work program, and what the criterion for coverage entails, the City can offer employees the opportunity to select a work schedule that works best for them, provided it continues to meet the needs of the organization. This could

mean employees work a traditional 5x8 schedule, 4x10 schedule, or 4.5 days provided the coverage in each office is met so constituents have access to resources during normal business hours. A flexible work policy should outline the types of jobs eligible, performance eligibility, duration of time each work schedule is reviewed (so there is no assumption this is permanent), circumstances when adjustments may be required, and maintaining constituent satisfaction.

Paid Parental and Elder Care Leave

Paid leave for employees who are new parents or will become parents is becoming a more common benefit that is also growing to include employees who need support in other facets of life including providing care and support to aging parents. These paid benefits are not required in Nebraska; however, other states are adopting mandatory benefits of this nature, which is gaining support nationwide. Offering a paid leave benefit aligned to Family Medical Leave qualifying events for a duration of between 2-6 weeks should be considered by the City. Four (4) comparators currently offer paid parental leave.

Volunteering Time-Off

Volunteer time-off is a paid leave system that allows employees to donate their time to local nonprofit organizations. Volunteer leave policies make an organization appealing to potential and existing employees who have a strong desire to give back to their community. In addition, this type of program allows employers to give back to their communities and nonprofits. Volunteer leave is when workers devote their leave period to charitable or community service activities. Some employers give their employees the freedom to choose where they want to spend their volunteer leave time, while others limit it to pre-approved locations. Volunteer time-off is typically no more than 1-2 days per year.

Two (2) cities identified that they offer volunteer time off in addition to their other leaves. Both policies read employees can have four (4) hours of volunteer time off during a work shift as long as business needs can accommodate.

Talent Development

Training and professional development are critical elements that support sustaining a highly talented workforce. Offering ongoing training and professional development opportunities for all employees is critical so they may advance their skills and competencies in both their short- and long-term careers.

Talent development should be a shared responsibility by the City and employees. As an employer, the City must anticipate future workforce needs and provide training and learning

opportunities to prepare employees for these roles. Employees should proactively take ownership of the development of their careers by knowing what skills and competencies are needed for advancement and actively seek out opportunities to gain them.

Strategically, each Department, with the support of Human Resources, should be identifying the skills, expertise, and competencies required for its current and future organizational needs so it can create training and development plans to prepare employees for higher level responsibilities and positions. Lack of career advancement opportunities or even training opportunities is often a consideration for recruitment and retention.

Because the City has training opportunities and education reimbursement opportunities established, the City's primary opportunity is to identify and deploy training and development opportunities for employees to participate in on major topics that will mutually benefit multiple departments. An example is as follows:

1. Employee Track- topics relevant to all employees, including ethics, safety/defense topics, customer service, sexual harassment, discrimination, ADA, First Amendment with public employees, new software training, etc. These topics may rotate and evolve over time. Future topics desired by a Department can be submitted for consideration/development.
2. Supervisory Management Track- basic employment law topics as previously identified plus FMLA, performance management, workplace documentation, resolution dispute, motivating employees, diversity training, effective communication, having difficult conversations, goal setting, team building, etc. Although the employment law topics should be updated annually, all other topics may rotate and evolve over time. Future topics desired by a Department can be submitted for consideration/development.
3. City Administrative Processes Track- budget development and monitoring, purchasing, recruitment process, records management, in-house software, etc.

In order to accomplish a comprehensive Citywide training program, sufficient staffing must exist within Human Resources. The best practices staffing ratio for HR to employee is 1.4 HR professionals for every 100 employees. A training program would need to have a dedicated HR professional assigned with additional responsibilities to supplement.

Employee Recognition

When employees feel valued at work, it typically increases engagement, satisfaction, and productivity. Recognition shows employees that they are valued by the organization. In

order for that to be successful, recognition has to be done properly, and there isn't a one-size-fits-all approach. The City should look at its recognition programs to enhance this area. Some items for the City to consider when developing the program include:

- Be genuine and authentic.
- Make it personal.
- Recognize behavior and effort as well as achievement.
- Allow for peer recognition as well as supervisor recognition.
- Recognize employees in the way that they prefer to be recognized.

The purpose of a recognition program acknowledges the exceptional work of employees who are striving to exceed their employment goals by accomplishing assignments that go above and beyond their traditional work efforts. Recognition can be at the Committee or City Council level and can be recognized on the City website. Recognition does not need to be tied to compensation.

As an example, a recognition program can include (but not be limited to):

1. Demonstrated completion of innovative activities that result in economic savings for the Department/City.
2. Customer service enhancement, and/or elimination of duplicative or redundant manual service efforts.
3. Demonstrated customer service on a continual basis that exceeds City standards resulting in communication from community members acknowledging the employee's exceptional outreach and support.
4. Demonstrated commitment to the City's values.
5. Demonstrated acceptance of additional work assignments above and beyond the standard range of assigned duties, especially as the City experiences challenges and changing expectations of the community.
6. Demonstrated innovation in the use of technology/artificial intelligence and advanced resources to complete projects and services.

Appendix A: Recommended Salary Schedule

Pay Grade	Title	SALARY RANGE		
		Minimum	Control Point	Maximum
A				
B		\$15.97 \$33,217.60	\$18.37 \$38,209.60	\$20.76 \$43,180.80
	Recreation Attendant			
	Circulation Assistant			
	Lifeguard			
C		\$17.10 \$35,568.00	\$19.66 \$40,892.80	\$22.23 \$46,238.40
	Assistant Pool Manager			
D		\$19.49 \$40,539.20	\$22.41 \$46,612.80	\$25.34 \$52,707.20
	Administrative Assistant			
	Circulation Specialist			
	Custodian			
	Driver I			
	Laborer (Seasonal)			
	Pool Manager			
	Shop Assistant			
E		\$21.04 \$43,763.20	\$24.20 \$50,336.00	\$27.35 \$56,888.00
	Administrative Specialist			
	Driver II			
	Permit Technician			
F		\$22.73 \$47,278.40	\$26.14 \$54,371.20	\$29.55 \$61,464.00
	Account Specialist			
	Assistant Events Coordinator			
	Evidence Technician			
	GED Instructor			
	Maintenance Worker I			
	Office Coordinator			
G		\$24.55 \$51,064.00	\$28.23 \$58,718.40	\$31.92 \$66,393.60
	Landscape Gardener			
	Maintenance Worker II			
H		\$26.51 \$55,140.80	\$30.49 \$63,419.20	\$34.46 \$71,676.80
	Executive Assistant			
	Maintenance Worker III			
	Mechanic			
I		\$28.63 \$59,550.40	\$32.93 \$68,494.40	\$37.22 \$77,417.60
	Assistant Planner			
	Building Inspector I			
	Building Maintenance Technician			
	Code Enforcement Officer			
	Librarian I			
	Signal Technician			
J		\$30.92 \$64,313.60	\$35.56 \$73,964.80	\$40.20 \$83,616.00
	Accountant			
	Administrative Services Manager			
	Deputy City Clerk			

Engineer Assistant			
IT Police/Radio Technology Specialist			
Librarian II			
Public Works Supervisor			
K	\$33.39	\$38.40	\$43.41
	\$69,451.20	\$79,872.00	\$90,292.80
Building Inspector II			
Planner			
Recreation Manager			
Senior Human Resources Generalist			
Turf Supervisor			
L	\$36.06	\$41.47	\$46.88
	\$75,004.80	\$86,257.60	\$97,510.40
Civil Engineer			
Communications and Marketing Specialist			
Events Coordinator			
Senior Accountant			
M	\$38.95	\$44.79	\$50.64
	\$81,016.00	\$93,163.20	\$105,331.20
Assistant Recreation Director			
Deputy Library Director			
Public Works Superintendent			
Senior Planner			
N	\$42.06	\$48.37	\$54.68
	\$87,484.80	\$100,609.60	\$113,734.40
Assistant to the City Administrator			
Chief Building Official			
Communications and Marketing Manager			
Information Technology Manager			
O	\$45.43	\$52.24	\$59.06
	\$94,494.40	\$108,659.20	\$122,844.80
Deputy Community Development Director			
Deputy Finance Director			
P	\$49.06	\$56.42	\$63.78
	\$102,044.80	\$117,353.60	\$132,662.40
Q	\$53.97	\$62.06	\$70.16
	\$112,257.60	\$129,084.80	\$145,932.80
Deputy Director of Public Works			
Police Captain			
R	\$59.37	\$68.27	\$77.18
	\$123,489.60	\$142,001.60	\$160,534.40
City Engineer			
DEPARTMENT HEAD/ADMINISTRATION SERVICE			
QQ	\$51.72	\$62.06	\$72.41
	\$107,577.60	\$129,084.80	\$150,612.80
City Clerk			
Library Director			
Recreation Director			
RR	\$56.89	\$68.27	\$79.65
	\$118,331.20	\$142,001.60	\$165,672.00
Community Development Director			
Finance Director			
Human Resources Director			
SS	\$62.58	\$75.10	\$87.61
	\$130,166.40	\$156,208.00	\$182,228.80
Asst City Admin/Managing Director of Community Services			
Managing Director of Administrative Services			
Managing Director of Public Safety/Police Chief			
Managing Director of Public Works			

TT	\$68.84	\$82.61	\$96.38
	\$143,187.20	\$171,828.80	\$200,470.40
UU	\$82.61	\$99.13	\$115.65
	\$171,828.80	\$206,190.40	\$240,552.00

Appendix B: Recommended Compensation Policy Guidelines

These guidelines are provided to the City to utilize in conjunction with the new compensation system. The City is recommended to assess these guideline recommendations.

New Hires

Employees start at the Minimum Rate of the Pay Grade if the employee has the minimum skills and abilities required in the job description. The hiring supervisor, with the approval of the Human Resources Director, can start experienced individuals up to the Control Point.

Cost of Living Adjustment

On October 1st of each year (or alternative date identified by the City), employees should receive cost of living adjustment equivalent to the percentage adjustment of the Salary Schedule.

Annual Performance Adjustment

On October 1st of each year, employees should receive an incremental performance increase based on the City's pay for performance program. Employees on a Performance Improvement Plan will have their annual increase held until such time as performance improves, or when approved by the City Administrator.

Market Adjustments

Each budget cycle, the Administration should evaluate the placement of current employees. If there is a shift in the market for a specific position, a Market Adjustment to those incumbent employees could be given, which would be an adjustment to the range. A market adjustment requires:

1. A documented and verified review of local comparables by the Human Resources Director or third-party consultant.
2. A consistent pattern of recruitment/retention concerns with isolated classifications, as verified by the Human Resources Director or designee.

Promotions

An individual who moves to a position with a higher Pay Grade, will be placed at the Minimum Rate of the new salary range; OR the rate closest that provides a 5% increase, if over the Minimum Rate.

Demotions

There are a number of situations that can occur resulting in an employee's pay being lowered and the pay may not be within the established Salary Range. Dependent upon the circumstances, an individual's pay can be handled differently. It will be the responsibility of the Human Resources Director to determine the pay implications due to employee demotions. The following are suggested guidelines:

- A. Demotions that occur because of position changes and/or position consolidations (not based on the performance of the employee), the salary can be "red circled" and frozen at that level until the Salary Range of the new Pay Grade catches up to the employee's salary.
- B. Demotions that occur because the employee voluntarily applied for and accepted a position in a lower Pay Grade, the salary will be reduced within the new Salary Range as close to the current salary as possible. If the salary is above the new salary range, then treatment will be as described in "A" above.
- C. Demotion that is a result of the employee's performance, the employee's salary is decreased to a placement within the Salary Range of the new Pay Grade, as determined by the Human Resources Director. Demotions of this nature are rare circumstances.

Top of the Range

When an employee reaches the Maximum of their Pay Grade, they will be eligible only for the cost-of-living Salary Schedule adjustments. Some employers see this as deterrent for tenured employees to continue to perform at the City's level of expectation. Therefore, the City may consider the option for employees who reach the Maximum to receive the equivalent annual increase in the form of a lump-sum non-base building payment. This method of payment still provides additional compensation to an employee but does not compromise the Schedule.

Red Circle

When an employee has exceeded the Maximum of their Pay Grade, they will not be eligible for any base building adjustments. The City may provide the employee with an equivalent lump-sum payment.

Position Pay Grade Changes

Pay Grades may change under the following circumstances:

A. Management request for a Pay Grade Evaluation

A Department Head may request a Pay Grade evaluation for any position in their Department, via procedures identified by the Human Resources Director. The request should be in writing, including job duty changes or other circumstances that have precipitated the evaluation. This should include the old job description along with either a new job description or a document that illustrates the changes. It will be the responsibility of the Human Resources Director to determine if the position should be sent to the Consultants for evaluation. It should be noted that significant changes to a position's responsibility that could prompt reclassification should receive prior approval from the Human Resources Director in order to avoid unapproved position creep.

B. Administration Initiation of a Pay Grade Evaluation

City Administration may determine a position needs to be evaluated as a result of a City-initiated position and/or program changes, organizational structure changes, recurring minimal modifications to positions that over time may result in substantive change in a position, and recruitment or retention challenges.

If after a Pay Grade Evaluation, it is determined the employee's current salary is below the Minimum Rate of the new Pay Grade, the employee should be placed at the Minimum Rate of the new Pay Grade. If the current salary is within the new Salary Range, the City Council will determine whether any further adjustment occurs.

City of La Vista Proposed Pay Grades	Current Title	Recommended Title	Department	CURRENT RANGE			PROPOSED SALARY RANGE		
				Minimum	Midpoint	Maximum	Minimum	Control Point	Maximum
A									
B							\$15.97 \$33,217.60	\$18.37 \$38,209.60	\$20.76 \$43,180.80
	Recreation Attendant	Recreation Attendant	Recreation	\$11.53	\$13.83	\$16.13			
	Circulation Clerk I	Circulation Assistant	Library	\$11.53	\$13.83	\$16.13			
	Lifeguard	Lifeguard	Pool	\$13.23	\$15.87	\$18.52			
C							\$17.10 \$35,568.00	\$19.66 \$40,892.80	\$22.23 \$46,238.40
	Assistant Pool Manager	Assistant Pool Manager	Pool	\$14.39	\$17.25	\$20.12			
D							\$19.49 \$40,539.20	\$22.41 \$46,612.80	\$25.34 \$52,707.20
	Admin Assistant/Receptionist	Administrative Assistant	City Clerk's Department	\$14.39	\$17.25	\$20.12			
	Pool Manager	Pool Manager	Pool	\$17.17	\$20.64	\$24.10			
	Seasonal - Parks	Laborer (Seasonal)	Public Works - Park Maint	\$14.32	\$17.14	\$19.97			
	Custodian	Custodian	Recreation	\$14.32	\$17.14	\$19.97			
	Special Services Driver	Driver I	Special Services Bus	\$14.32	\$17.14	\$19.97			
	Shop Assistant	Shop Assistant	Public Works - Street Op	\$14.32	\$17.14	\$19.97			
	Circulation Clerk II	Circulation Specialist	Library	\$14.39	\$17.25	\$20.12			
E							\$21.04 \$43,763.20	\$24.20 \$50,336.00	\$27.35 \$56,888.00
	Administrative Assistant II	Administrative Specialist	City Clerk's Department	\$18.35	\$22.03	\$25.70			
	Permit Technician	Permit Technician	Community Development	\$18.35	\$22.03	\$25.70			
	Admin Assistant II	Administrative Specialist	Library	\$18.35	\$22.03	\$25.70			
	Admin Assistant II	Administrative Specialist	Police	\$18.35	\$22.03	\$25.70			
	Police Data Entry Clerk	Police Records Specialist	Police	\$16.87	\$20.25	\$23.63			
	Administrative Assistant III	Administrative Specialist	Public Works - Street Admin	\$20.08	\$24.10	\$28.13			
	Administrative Assistant II	Administrative Specialist	Recreation	\$18.35	\$22.03	\$25.70			
	Special Services Driver	Driver II	Special Services Bus	\$14.32	\$17.14	\$19.97			

Proposed Pay Grades	Current Title	Recommended Title	Department	Minimum	Midpoint	Maximum	Minimum	Control Point	Maximum
F							\$22.73	\$26.14	\$29.55
							\$47,278.40	\$54,371.20	\$61,464.00
	Administrative Assistant III	Account Specialist	Finance	\$20.08	\$24.10	\$28.13			
	Circulation Clerk II	GED Instructor	Library	\$14.39	\$17.25	\$20.12			
	Events - Recreation Attendant	Assistant Events Coordinator	Link	\$16.42	\$19.71	\$23.00			
	Evidence Technician	Evidence Technician	Police	\$17.17	\$20.64	\$24.10			
	Building Maintenance Worker I	Maintenance Worker I - Building	Public Works - Building Maint	\$19.18	\$23.02	\$26.85			
	Maintenance Worker I - Parks	Maintenance Worker I - Parks	Public Works - Park Maint	\$19.18	\$23.02	\$26.85			
	Maintenance Worker I - Streets	Maintenance Worker I - Streets	Public Works - Street Op	\$19.18	\$23.02	\$26.85			
	Maintenance Worker I - Utility	Maintenance Worker I - Utility	Maint	\$19.18	\$23.02	\$26.85			
	FUTURE CONSIDERATION	Office Coordinator							
G							\$24.55	\$28.23	\$31.92
							\$51,064.00	\$58,718.40	\$66,393.60
	Building Maintenance Worker II	Maintenance Worker II - Building	Public Works - Building Maint	\$21.04	\$25.25	\$29.47			
	Maintenance Worker II - Parks	Maintenance Worker II - Parks	Public Works - Park Maint	\$21.04	\$25.25	\$29.47			
	Landscape Gardener	Landscape Gardener	Public Works - Park Maint	\$21.04	\$25.25	\$29.47			
	Maintenance Worker II - Sewer	Maintenance Worker II - Utility	Public Works - Sewer Maint	\$21.04	\$25.25	\$29.47			
	Maintenance Worker II - Sports Complex	Maintenance Worker II - Irrigation/Turf	Public Works - Sports Complex	\$21.04	\$25.25	\$29.47			
	Maintenance Worker II - Streets	Maintenance Worker II - Streets	Public Works - Street Op	\$21.04	\$25.25	\$29.47			
H							\$26.51	\$30.49	\$34.46
							\$55,140.80	\$63,419.20	\$71,676.80
	Executive Assistant	Executive Assistant	Administration	\$23.23	\$27.89	\$32.54			
	Mechanic	Mechanic	Public Works - Street Op	\$21.04	\$25.25	\$29.47			
		Maintenance Worker III	Public Works						
I							\$28.63	\$32.93	\$37.22
							\$59,550.40	\$68,494.40	\$77,417.60
	Assistant Planner (Planner I)	Assistant Planner	Community Development	\$28.72	\$34.48	\$40.23			
	Building Inspector 1	Building Inspector I	Community Development						
	Technical Services Librarian/Librarian	Librarian I - Tech Services	Library	\$25.76	\$30.92	\$36.08			
	Teen Coordinator, Librarian I	Librarian I- Teen	Library	\$25.76	\$30.92	\$36.08			
	Librarian I - Youth Division	Librarian I - Youth/Outreach	Library	\$25.76	\$30.92	\$36.08			
	Code Enforcement Officer	Code Enforcement Officer	Police	\$22.08	\$26.51	\$30.93			
	Building Technician	Building Maintenance Technician	Public Works - Building Maint	\$23.23	\$27.89	\$32.54			
	Signal Technician	Signal Technician	Public Works - Street Op	\$24.44	\$29.34	\$34.24			
J							\$30.92	\$35.56	\$40.20
							\$64,313.60	\$73,964.80	\$83,616.00
	Deputy City Clerk	Deputy City Clerk	City Clerk's Department	\$27.19	\$32.63	\$38.07			
	Accountant	Accountant	Finance	\$32.18	\$38.62	\$45.07			
	Librarian II - Inter-Library Loan/Public Services	Librarian II- ILL/Public Services	Library	\$27.19	\$32.63	\$38.07			
	Computer Reference Services/Librarian II-Reference	Librarian II-Reference	Library	\$27.19	\$32.63	\$38.07			
	Police Records Manager/Office Manager	Administrative Services Manager	Police	\$24.44	\$29.34	\$34.24			
	Engineer Assistant	Engineer Assistant	Public Works - Street Admin	\$30.40	\$36.48	\$42.57			
	Foreman - Street	Public Works Supervisor - Streets	Public Works - Street Op	\$24.44	\$29.34	\$34.24			
	Shop Foreman	Public Works Supervisor - Shop	Public Works - Street Op	\$25.76	\$30.92	\$36.08			

Proposed Pay Grades	Current Title	Recommended Title	Department	Minimum	Midpoint	Maximum	Minimum	Control Point	Maximum
	Foreman - Sewer	Public Works Supervisor - Utility	Public Works - Sewer Maint	\$24.44	\$29.34	\$34.24			
	Foreman - Parks	Public Works Supervisor - Parks	Public Works - Park Maint	\$24.44	\$29.34	\$34.24			
	FUTURE CONSIDERATION	IT Police/Radio Technology Specialist	Information Technology						

Proposed Pay Grades	Current Title	Recommended Title	Department	Minimum	Midpoint	Maximum	Minimum	Control Point	Maximum
K							\$33.39	\$38.40	\$43.41
	Building Inspector 2	Building Inspector II	Community Development	\$27.19	\$32.63	\$38.07	\$69,451.20	\$79,872.00	\$90,292.80
	Associate Planner (Planner II)	Planner	Community Development	\$32.18	\$38.62	\$45.07			
	Foreman - Sports Complex	Turf Supervisor	Public Works - Sports Complex	\$24.44	\$29.34	\$34.24			
	Human Resources Generalist	Senior Human Resources Generalist	Human Resources						
	Youth and Adult Sports Manager	Recreation Manager - Athletics	Recreation	\$28.72	\$34.48	\$40.23			
	Senior Services Manager	Recreation Manager - Senior Services	Senior Services	\$30.40	\$36.48	\$42.57			
L	Officer Max \$44.52/47.63						\$36.06	\$41.47	\$46.88
	Communication Specialist	Communications and Marketing Specialist	Communication	\$25.76	\$30.92	\$36.08	\$75,004.80	\$86,257.60	\$97,510.40
	FUTURE CONSIDERATION	Civil Engineer	Public Works - Street Admin						
	Community Events Coordinator	Events Coordinator	Community Events	\$30.40	\$36.48	\$42.57			
M							\$38.95	\$44.79	\$50.64
	Senior Planner (Planner III)	Senior Planner	Community Development	\$34.12	\$40.96	\$47.80	\$81,016.00	\$93,163.20	\$105,331.20
	Assistant Library Director-Librarian III	Deputy Library Director	Library	\$30.40	\$36.48	\$42.57			
	Building Superintendent	Superintendent - Building	Public Works - Building Maint	\$34.12	\$40.96	\$47.80			
	Park Superintendent	Superintendent - Parks	Public Works - Park Maint	\$34.12	\$40.96	\$47.80			
	Street Superintendent	Superintendent - Streets	Public Works - Street Op	\$34.12	\$40.96	\$47.80			
	Assistant Recreation Director	Assistant Recreation Director	Recreation	\$32.18	\$38.62	\$45.07			
N	Sergeant Max \$51.54/54.11						\$42.06	\$48.37	\$54.68
	Assistant to the City Administrator	Assistant to the City Administrator	Administration	\$30.40	\$36.48	\$42.57	\$87,484.80	\$100,609.60	\$113,734.40
	Communication Manager	Communications and Marketing Manager	Communication	\$34.12	\$40.96	\$47.80			
	Chief Building Official	Chief Building Official	Community Development	\$34.12	\$40.96	\$47.80			
	Information Technology Manager	Information Technology Manager	Information Technology	\$34.12	\$40.96	\$47.80			
O							\$45.43	\$52.24	\$59.06
	Assistant Finance Director	Deputy Finance Director	Finance	\$36.21	\$43.46	\$50.72	\$94,494.40	\$108,659.20	\$122,844.80
	Deputy Community Development Dir	Deputy Community Development Director	Community Development	\$36.21	\$43.46	\$50.72			
P							\$49.06	\$56.42	\$63.78
							\$102,044.80	\$117,353.60	\$132,662.40

Proposed Pay Grades	Current Title	Recommended Title	Department	Minimum	Midpoint	Maximum	Minimum	Control Point	Maximum
Q	Sgt will penetrate range starting 10/2024.						\$53.97	\$62.06	\$70.16
	Deputy Director of Public Works Police Captain	Deputy Director of Public Works Police Captain	Public Works - Street Admin Police	\$43.56 \$40.90	\$52.28 \$49.09	\$61.00 \$57.28	\$112,257.60	\$129,084.80	\$145,932.80
R							\$59.37	\$68.27	\$77.18
	City Engineer	City Engineer	Public Works - Street Admin	\$43.56	\$52.28	\$61.00	\$123,489.60	\$142,001.60	\$160,534.40
DEPARTMENT HEAD/ADMINISTRATION SERVICE / COMMAND STAFF									
Proposed Pay Grades	Current Title	Recommended Title	Department	Minimum	Midpoint	Maximum	Minimum	Control Point	Maximum
QQ							\$51.72	\$62.06	\$72.41
	City Clerk Library Director Recreation Director	City Clerk Library Director Recreation Director	City Clerk's Department Library Recreation	\$38.46 \$38.46 \$38.46	\$46.16 \$46.16 \$46.16	\$53.86 \$53.86 \$53.86	\$107,577.60	\$129,084.80	\$150,612.80
RR							\$56.89	\$68.27	\$79.65
	Community Development Director Finance Director Human Resources Director	Community Development Director Finance Director Human Resources Director	Community Development Finance Human Resources	\$46.39 \$46.39 \$46.39	\$55.68 \$55.68 \$55.68	\$64.97 \$64.97 \$64.97	\$118,331.20	\$142,001.60	\$165,672.00
SS							\$62.58	\$75.10	\$87.61
	Assistant City Administrator/ Director Asst City Admin/Managing Director of Administrative Services Director Police Chief - Director of Public Safety/Managing Director of Public Safety/Police Director of Public Works	Managing Director of Administrative Services Managing Director of Public Safety/Police Managing Director of Public Works	Administration Administrative Services Police Public Works - Street Admin	\$56.37 \$56.37 \$56.37 \$56.37	\$67.66 \$67.66 \$67.66 \$67.66	\$78.95 \$78.95 \$78.95 \$78.95	\$130,166.40	\$156,208.00	\$182,228.80

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2024 AGENDA

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – SURFACE PARKING LOT; LOT 12 LA VISTA CITY CENTRE REPLAT THREE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three. The proposed parking lot will provide 86 additional surface parking spaces for the La Vista City Centre area.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

As part of the redevelopment work continuing within City Centre, and as part of the City's agreement with the Redeveloper, a surface parking lot has been designed for Lot 12 La Vista City Centre Replat Three. This lot rests directly west of the Astro, fronting 84th Street. The additional 86 surface parking spaces will provide additional overflow parking for City Centre, especially during concerts. Management of this parking area during events will be handled by ABM.

Preparation of plans and specifications for this project were completed by DLR Group. The Engineer's estimate for the proposed work is \$452,242.56. The recommended schedule for bidding this work is:

Publish Notice to Contractors	July 10 th and 17 th , 2024
Open Bids	July 26 th at 10:00 am at City Hall
Council Award Contract	August 6 th , 2024

The Notice to Contractors will also be posted on the City's website and at www.standardshare.com.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE CONSTRUCTION OF A SURFACE PARKING LOT ON LOT 12, LA VISTA CITY CENTRE REPLAT THREE.

WHEREAS, the Mayor and Council have determined that the construction of additional surface parking in La Vista City Centre is necessary; and

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

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

Publish Notice to Contractors	July 10th and 17th, 2024
Open Bids	July 26th at 10:00 am at City Hall
City Council Award Contract	August 6 th , 2024

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for the construction of a surface parking lot on Lot 12, La Vista City Centre Replat Three.

PASSED AND APPROVED THIS 2ND DAY OF JULY 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

La Vista City Centre - Lot 12 Parking Lot

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 26th day of July, 2024 for the installation of a new parking lot and lighting within Lot 12 of La Vista City Centre. At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements. The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Std. Omaha Bid Item No.	Description	Estimated Quantities	Units
1	101.000	Install SWPPP Notification Sign	1	Ea.
2	101.001	Install Silt Fence	236	L.F.
3	101.002	Install Area Inlet Protection	1	Ea.
4	101.003	Install Curb Inlet Protection	3	Ea.
5	101.005	Install Construction Entrance	1	Ea.
6	101.006	Install Wattle	225	L.F.
7	101.007	Install Concrete Washout	1	Ea.
8	101.100	SWPPP Maintenance Allowance	1	L.S.
9	102.000	Clearing & Grubbing - General	1	L.S.
10	103.002	Remove 15" to 18" Sewer Pipe	32	L.F.
11	105.102	Remove 6" Pavement	1750	S.Y.
12	105.140	Remove Sidewalk	495	S.F.
13	n/a	Remove gravel surfacing, 8" Thick	102	C.Y.
14	n/a	Remove Telephone Pedestal	1	Ea.
15	n/a	Remove UG CATV or Telephone Cable	233	L.F.
16	n/a	Install Perimeter Construction Fencing	970	L.F.
17	n/a	Install Construction Fencing Vehicular Access Gate	1	L.S.
18	201.000	Excavation On-Site	100	C.Y.
19	201.100	Excavation Haul-Off	3800	C.Y.
20	202.100	Subgrade Preparation @Pavement	3570	S.Y.
21	202.100	Subgrade Preparation @Sidewalk	385	S.Y.
22	n/a	Construct 5" Concrete Pavement (Type OPW 4000)	3091	S.Y.
23	501.011	Construct 7" Concrete Pavement (Type OPW 4000)	479	S.Y.
24	502.103	Construct 9" Combination Curb and Gutter	100	L.F.

25	503.000	Construct 4" PCC Sidewalk	3365	S.F.
26	n/a	Construct 6" High Thickened Edge Curb @Sidewalk	197	L.F.
27	n/a	Construct 0" High Thickened Edge Curb @Sidewalk	29	L.F.
28	504.000	Construct PCC Curb Ramp	85	S.F.
29	504.100	Construct Detectable Warning Panel	16	S.F.
30	702.920	Construct Curb Inlet – Type 1	1	E.A
31	n/a	Connect Existing 18" SD line to New Curb Inlet	1	L.S.
32	702.915	Adjust Storm Sewer Manhole to Grade	1	E.A.
33	801.000	Remove Topsoil	4450	S.Y.
34	801.100	Place Topsoil	2340	S.Y.
35	801.150	Topsoil Test	1	Ea.
36	801.200	Amend Topsoil	2340	S.Y.
37	802.100	Install Seeding – Type A	1750	S.Y.
38	802.501	Install Mulching	1750	S.Y.
39	803.206	Install Rolled Erosion Control, Type II w/ Seeding – Type A	590	S.Y.
40	n/a	Construct Steel Guard Post w/Eye Bolts	2	E.A.
41	905.000	Remove Marking Lines	360	L.F.
42	905.030	Permanent Paint Marking – 4" White	2425	L.F.
43	905.040	Permanent Preformed Tape Marking – Type 3, 4" White	190	L.F.
44	905.080	Permanent Preformed Tape Marking – Type 3, 12" White	13	L.F.
45	905.100	Permanent Preformed Tape Marking – Type 3, 24" White	40	L.F.
46	905.150	Permanent Preformed Tape Symbol – Type "ONLY", White	1	Ea.
47	905.151	Permanent Preformed Tape Symbol – Type Directional Arrow, White	2	Ea.
48	n/a	Install Traffic Signage and Decorative Posts	2	Ea.
49	n/a	Remove Existing Sign and Install New Sign at Existing Decorative Post	1	Ea.
50	n/a	Install ADA Signage and Posts	3	Ea.
51	n/a	Install Concrete Wheel Stop	3	Ea.
52	n/a	Install Parking Lot Light Pole, Single Fixture and Base	1	Ea.
53	n/a	Install Parking Lot Light Pole, Double Fixture and Base	2	Ea.
54	n/a	Provide 1" Schedule 80 PVC Conduit, Directional Bore and Light Fixture #10S Circuiting	135	L.F.
55	n/a	Provide 1" Schedule 80 PVC Conduit, Direct Bury and Light Fixture #10S Circuiting	260	L.F.
56	n/a	Provide Temporary Traffic Control, Barricades & Signage	1	L.S.
57	1109.000	Mobilization / Demobilization	1	L.S.

All work called for in the Drawings and Specifications shall be furnished in strict accordance with the Drawings and Specifications prepared by DLR Group inc., 6457 Frances Street, Suite 200, Omaha, NE 68106, Engineers for the City of La Vista.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids. The City of La Vista reserves the right to reject any or all bids and to waive informalities.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Drawings, Specifications and Contract Documents may be examined online at www.standarddigital.com. Search for the project name in the Plan Room found at www.standarddigital.com/the-plan-room. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

The City of La Vista, Nebraska reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Pamela Buethe, Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2024 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – CENTRAL PARK LIGHTING PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with Alvine Engineering to provide certain construction administration services in relation to the Central Park Phase III Improvements – Central Park Road and Pedestrian Lighting project in an amount not to exceed \$6,500.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The Central Park Road and Pedestrian Lighting project requires certain Owner provided construction administration tasks for the project. This includes the review of contractor submittals, contractor requests for information or interpretation (RFI), and onsite observation and inspection. Although RDG managed the design of the project, Alvine Engineering conducted the development of the construction documents. This agreement with Alvine Engineering will allow for the engineering consultant who developed the construction documents to provide the project oversight needed.

A copy of the agreement is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALVINE ENGINEERING, OMAHA, NEBRASKA, FOR CERTAIN CONSTRUCTION ADMINISTRATION SERVICES IN RELATION TO THE CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED \$6,500.

WHEREAS, the Mayor and City of La Vista has determined that the construction of road and pedestrian lighting in Central Park is necessary; and

WHEREAS, an RFP process was completed and on January 2, 2019, the City Council selected RDG Planning and Design as the firm to provide said placemaking and landscape design services; and

WHEREAS, RDG Planning and Design subcontracted with Alvine Engineering to provide design services for the Central Park Improvements Phase III – Central Park Road and Pedestrian Lighting project; and

WHEREAS, the agreed upon scope was divided into two phases for this project and phase one services have been completed; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve the professional services agreement with Alvine Engineering, Omaha, Nebraska to provide certain construction administration services in relation to the Central Park Road and Pedestrian Lighting Project in an amount not to exceed \$6,500 subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 2ND DAY OF JULY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



June 17, 2024
Revised June 25, 2024

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

Attn: Christopher Solberg

Re: La Vista Central Park Site Lighting Construction Administration
Alvine No. 2024 1285

Dear Christopher:

Alvine Engineering is pleased to present this proposal for professional engineering services for the above-referenced project.

Project Description

This project consists of electrical engineering to support the design of the La Vista Central Park, including exterior lighting, lighting controls, and miscellaneous power.

Scope of Basic Services

Our services and proposed fees will be as indicated in the attached "Scope of Services" document.

If you have any questions or comments regarding this proposal, please contact us. If this proposal is acceptable in its present form, please return a signed copy to us for our records. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Mary Wurst".

Mary Wurst, P.E.
Associate Principal (NE)

LDL/mbh

Attachments

cc: Alvine Contract File
Luke Dolezal – Alvine Engineering

Basic Services Scope

Basic service phases include:

1. Construction Administration

Construction Administration Services

Alvine Engineering proposes to provide the following construction administration services:

1. Attend, prepare the agenda, and issue meeting minutes for a preconstruction meeting.
2. Respond to Contractor requests for information or interpretation (RFI).
3. Review submittals.
4. Prepare proposal requests.
5. Review payment applications.
6. Perform three, one-person trips to the project site to attend construction meetings and/or conduct observation of construction, including preparation of a final punch list.
7. Virtually attend, up to ten, contractor meetings.
8. Perform up to two, one-person trips to the project site for verification of punch list item completion.
9. Development of record drawings based on field as-built drawings provided by the Contractor.

Basic Services Scope Assumptions

Based on Alvine Engineering's understanding of the project requirements, the following are assumed:

1. Hazardous material remediation will be by others.
2. Alvine Engineering will receive cost estimate information at the completion of the construction document phase of the project and will receive schedule of values at bidding as well as at completion of the project.

Fees for Basic Services

This project will be billed on a lump sum basis of \$7,500.00 (Seven Thousand Five Hundred Dollars). Expenses are not anticipated.

Additional Services

If additional professional services or work outside the determined basic scope are required during the course of the project, they will be billed as negotiated per specific scope of services. Alvine Engineering will only proceed with additional services if approved in writing. Additional services will be billed as a separate fee on the project invoice.

All of the following items shall not be considered part of basic services:

1. IP Design Group services (typically under a separate agreement):
 - A. Acoustical consulting and design
 - B. Telecommunications systems design
 - C. Audiovisual systems design
 - D. Electronic security systems design, such as access control, video surveillance, or intrusion detection
2. LEED and/or WELL certification
3. Opinions of probable construction costs
4. Verification of:
 - A. Accuracy of existing drawings
 - B. Existing systems physical operating conditions
 - C. Existing systems performance and capacities

5. Design associated with new utility services not identified in the scope of basic design services
6. Additional site visits beyond those identified above during construction, including additional visits for preparation of phase punch lists and additional visits required to repeat punch lists in areas which were not sufficiently complete at the time of the initial punch list
7. Design required to accommodate unforeseen existing conditions
8. Post-punch list services:
 - A. Project closeout documentation

Billing

Monthly billing will be based on the following schedule or will follow the prime agreement:

Phase	Billing Percentage
Construction Administration	100%
Additional Services	As negotiated

Payment Schedule

Payment shall be within 30 days from the date of the invoice.

If the Client objects to any portion of an invoice, the Client shall so notify Alvine Engineering in writing within 10 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay, when due, that portion of the invoice not in dispute.

If the Client, for any reason, fails to pay the undisputed portion of Alvine Engineering's services within 45 days of presentation, Alvine Engineering has the right to cease work on the project, and the Client shall waive any claim against Alvine Engineering from and against any claims for injury or loss stemming from cessation of service.

Ownership of Instruments of Services

All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Alvine Engineering as instruments of service shall remain Alvine Engineering property. Alvine Engineering shall retain all common law, statutory, and other reserved rights, including the copyright thereto.

General Terms and Conditions

See attached General Terms and Conditions document.

ACCEPTED:

Name

Title

Date

Client Purchase Order No. (if applicable)

Alvine Engineering

General Terms and Conditions

Standard of Care

1. In providing services under this Agreement, Alvine Engineering shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Alvine Engineering makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.

General Conditions

1. Alvine Engineering shall not be responsible for the acts or omissions of the Client, Client's other Consultants, Contractors, Subcontractors, their agents or employees, or other persons performing any of the work.
2. Neither the professional activities of Alvine Engineering, nor the presence of Alvine Engineering employees and Subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Alvine Engineering personnel have no authority to exercise any control over any Construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Owner's agreement with the General Contractor. The Client agrees that Alvine Engineering and Alvine Engineering's Consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.
3. Alvine Engineering has indicated herein to the Client the information needed for rendering of services hereunder. The Client shall provide to Alvine Engineering such information as is available to the Client and Client's Consultants and Contractors, and Alvine Engineering shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for Alvine Engineering to assure the accuracy, completeness, and sufficiency of such information. Accordingly, the Client agrees, to the fullest extent permitted by law, notwithstanding any other provisions of this Agreement, to indemnify and hold Alvine Engineering, its officers, partners, employees, agents, and Subconsultants (collectively, Alvine Engineering) harmless from any claim, liability, or cost, including reasonable attorneys' fees and defense costs for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the Client to Alvine Engineering.
4. The Client agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Alvine Engineering, its officers, partners, employees, agents, and Consultants from and against any and all claims, suits, demands, liabilities, losses, or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, product, or materials that exist on, about, or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, strict liability, or statutory liability or any other cause of action. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
5. In the event Alvine Engineering or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Alvine Engineering's services, Alvine Engineering may, at his or her option and without liability for consequential or any other damages, suspend performance of service on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
6. If, due to Alvine Engineering's negligence, a required item or component of the Project is omitted from Alvine Engineering's construction documents, Alvine Engineering shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Alvine Engineering be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
7. The Client shall promptly report to Alvine Engineering any defects or suspected defects in Alvine Engineering's services of which the Client becomes aware, so that Alvine Engineering may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all Contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's Contractors or Subcontractors to notify Alvine Engineering shall relieve Alvine Engineering of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
8. Alvine Engineering shall provide, with reasonable promptness, responses to requests from the Contractor for clarification and interpretation of the requirements of the contract documents. Such services shall be provided as part of the construction administration services. However, if the Contractor's requests for information, clarification, or interpretation are, in Alvine Engineering's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the contract documents, or are reasonably inferable therefrom, Alvine Engineering shall be entitled to compensation for additional services for time spent responding to such requests.
9. Alvine Engineering and the Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Contract.
10. In recognition of the relative risks and benefits of the project to both the Client and Alvine Engineering, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Alvine Engineering and his or her Subconsultants to the Client and to all Construction Contractors and Subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Alvine Engineering and his or her Subconsultants to all those

named shall not exceed ten times Alvine Engineering's total fee for services rendered. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

11. Any applicable sales tax on services shall be paid by the Client in addition to all stated fees outlined in this Agreement.
12. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, Alvine Engineering may suspend performance of services upon five (5) calendar days' notice to the Client. Alvine Engineering shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused Alvine Engineering to suspend services, Alvine Engineering shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
13. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
14. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Alvine Engineering.
15. Titles in this document are for organization only. Provisions under a title are not limited by the scope of the title.
16. Alvine Engineering's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release, hold harmless, defend, and indemnify Alvine Engineering from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.
17. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by Alvine Engineering, the Client agrees that all such electronic files are instruments of service of Alvine Engineering, who shall be deemed the author, and shall retain all common law, statutory law, and other rights, without limitation, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees that Alvine Engineering shall have no responsibility of liability to the Client or others for any changes made by anyone other than Alvine Engineering or for any reuse of the electronic files without the prior written consent of Alvine Engineering. Any changes to the electronic specifications by either the Client or Alvine Engineering are subject to review and acceptance by the other party. If Alvine Engineering is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Alvine Engineering, its officers, directors, employees, and Subconsultants (collectively, Alvine Engineering) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Alvine Engineering or from any use or reuse of the electronic files without the prior written consent of Alvine Engineering. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Alvine Engineering, and Alvine Engineering makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Alvine Engineering be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the electronic files.
18. The laws of the State of Nebraska shall apply.

Dispute Resolution

1. In an effort to resolve any conflicts that may arise during the design or construction of the project or following the completion of the project, the parties subject to this contract agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties agree otherwise. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2024 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – EASTPORT PARKWAY ROUNDABOUT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with Olsson, Omaha, Nebraska for engineering services related to the final design of a roundabout at Eastport Parkway and Port Grace Plaza in an amount not to exceed \$40,700.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

As part of the Nebraska Multisport Complex traffic study and future public improvements, a roundabout was recommended to improve the anticipated traffic operations as well as introduce traffic calming countermeasures for the intersection of the south access to the Multisport Complex, Port Grace Plaza and Eastport Parkway.

Olsson has submitted the attached proposal for review and execution, to which Olsson completed the preliminary design under agreement with the Nebraska Multisport Complex. Completion of the final plans and specification is anticipated to be in October of 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, OMAHA, NEBRASKA FOR ENGINEERING SERVICES RELATED TO THE FINAL DESIGN OF A ROUNDABOUT AT EASTPORT PARKWAY IN AN AMOUNT NOT TO EXCEED \$40,700.00.

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Olsson, Omaha, Nebraska for engineering services related to the final design of a roundabout at Eastport Parkway in an amount not to exceed \$40,700.00.

PASSED AND APPROVED THIS 2ND DAY OF JULY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 12, 2024

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

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Eastport Parkway Roundabout (the "Project")
La Vista, Nebraska

Dear Mr. Dows:

It is our understanding that the City of La Vista ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project, as more specifically described in "Scope of Services" attached hereto). Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 7/1/24
Anticipated Completion Date: 10/16/24

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date. Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed **\$40,700.00**.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By *Tony Egelhoff*
Tony Egelhoff, P.E.

By *Aaron Keller*
Aaron Keller, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF LA VISTA

By _____
Signature

Print Name _____

Title _____ Dated _____

Attachments

General Provisions; Scope of Services; Standard Labor Rate Schedule
Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 1, 2022 between City of La Vista ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed

restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence

of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Except as expressly provided in the Scope of Services, providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were

performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons;

provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully

satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's

services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered

Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing

such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are

due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

7.14.1 Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14.2 Notwithstanding anything in this Agreement to the contrary:

1. Any terms or conditions of this Agreement in which Client agrees to indemnify, release, or hold harmless Olsson shall be subject to the Nebraska Political Subdivisions Tort Claims Act, including liability limitations thereunder; and
2. Any agreement of a party ("Indemnitor") to indemnify, defend, release, or hold harmless any other party ("Indemnitee") shall be limited to claims, liabilities, costs, or expenses solely and proximately caused by the Indemnitor's negligence and shall be limited to and not exceed coverages or amounts provided or paid pursuant to insurance policies maintained by Indemnitor.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, with respect to any liabilities, injuries, claims, losses, expenses, damages, or claims expenses covered by insurance policies maintained by Olsson, Olsson's total liability to the Client for any and all such injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's insurance limits under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.17 Insurance

Olsson agrees to provide the following:

Workers' Compensation	Statutory – per state law
Employer's Liability	\$1,000,000/Each Accident
General Liability	\$2,000,000/Occurrence \$5,000,000/Aggregate
Automobile Liability Single Limit for BI/PD	\$1,000,000 Combined

Professional Liability \$3,000,000 Each Claim & Aggregate

7.18 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 06/01/2022.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated **May 17, 2024** between **City of La Vista** ("Client") and Olsson ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: La Vista, NE

Project Description: Eastport Parkway Roundabout

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include providing professional consultation and advice and furnishing customary services incidental thereto.

PROJECT MANAGEMENT

Project Management

This work shall consist of overall management and coordination of the project team, coordination with Client and preparation of progress reports and invoices in accordance with Client requirements. Olsson shall appoint one primary contact for the Project. In addition to the above this project manager shall be responsible for:

- Developing the Project schedule.
- Providing communication to the Client throughout the project.
- Scheduling project related meetings, anticipated to be monthly.
- Scheduling quality assurance reviews prior to product delivery.

Utility Coordination

- Includes coordination with local utility companies to determine routing and phasing of 3rd party, private utility infrastructure.
- Any utility review meeting should be scheduled to coincide with a regular project progress meeting or Client review meeting. Olsson shall include time for coordination via the phone and one-on-one meetings with affected utilities, depending on the complexity of the project. It is anticipated up to two (2) utility meetings will be necessary throughout the project.

Public Information

- Includes coordination with Client to prepare materials for communicating to the public the proposed project improvements and construction schedule to be posted via the Client's website and social media accounts.

TOPOGRAPHIC SURVEY

Survey Verification

- Topographic features in the area of the existing south site access to the multi-sport complex, as shown in Figure A, shall be surveyed to create a surface represented by 1 foot contours and added to the previous topographic survey. Improvements within the limits shall be located, including: roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.
- A Utility-One-Call shall be made for the site. Utilities that are marked shall be represented in the topographic survey. Above ground visible utilities shall be represented in the survey as well. Olsson will not be responsible for underground utilities not marked by the utility locate, or underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.

ROADWAY DESIGN

In general, the extent of this task will include final roadway design for the roundabout infrastructure.

Final Design (Roadway)

- The previously prepared 90% design will be used in continuing this project. The focus will be on incorporating the removal of the interim access drive into plans, and consideration for construction phasing of the project.
- Olsson shall prepare project base files, specifications and final construction plan sheets in accordance with the standards and design criteria agreed upon by the Client for the construction of the improvements and submit for review by the Client. Plan sheets to be included in the final submittal include the following:
 - Cover Sheet
 - Summary of Quantities Sheet
 - Typical Section Sheets
 - General Notes Sheet
 - Detail Sheets
 - Horizontal/Vertical Control Sheets
 - Construction Phasing Sheets
 - Traffic Control Sheets
 - Geometric Sheets
 - Joints and Grades Sheets
 - Removal Sheets
 - Construction Sheets
 - Roadway Plan and Profile Sheets
 - Storm Sewer Plan and Profile Sheets
 - Sediment and Erosion Control Sheets
 - Pavement Marking & Signing Sheets
 - Street Lighting Plan and Detail Sheets
 - Special Plan Sheets
 - Right-of-Way/Tract Map Sheets

BID PACKAGE DOCUMENTS/BIDDING PROCESS

In general, the extent of this task will include bid package preparation and bidding procedure for the project.

- Bid Specifications & Up-front Documents - Olsson will assist in preparing Up-front Documents and Bid Specifications for use in the final bid documents distributed by the Client.
- Bid Tabs - Olsson will assist in preparing bid tabs for inclusion into the final bid documents distributed by the Client.
- Answer Design Questions - Olsson shall answer design related questions (RFI's) receiving during the bidding process, through the Client.
- Prepare Addenda - Olsson shall prepare information to support one (1) addendum to the bidding documents if necessary during the bidding of the project to clarify the design or address questions raised at the pre-bid meeting (if deemed necessary).
- Attend Pre-Bid Meeting - Olsson will conduct a pre-bid meeting (if deemed necessary). Olsson shall provide an overview of the project to the attendees.

CONSTRUCTION SERVICES

- **Construction Administration & Observation** – At the option of the Client, Olsson can provide construction administration and observation services. Final Fee to be added by addendum.
- **Construction Staking & Materials Testing** – At the option of the Client, Olsson can provide construction staking and materials testing services. Final Fee to be added by addendum.
- **SWPPP Inspections** – At the option of the Client, Olsson can provide SWPPP inspection services. Final Fees to be added by addendum.

COMPENSATION

Phase	Task Description	Original Fee Amount	Fee Type
PHASE 1 INFRASTRUCTURE - PROJECT MANAGEMENT			
100	Project Management	\$ 3,200.00	TMNTE
	Utility Coordination	\$ 3,000.00	TMNTE
	Public Information	\$ 2,500.00	TMNTE
		Sub-Total \$ 8,700.00	
TOPOGRAPHIC SURVEY			
200	Survey Verification	\$ 2,500.00	TMNTE
		Sub-Total \$ 2,500.00	
ROADWAY DESIGN			
300	Final Design (Roadway)	\$ 18,700.00	TMNTE
		Sub-Total \$ 18,700.00	
BID PACKAGE DOCUMENTS/BIDDING PROCESS			
400	Bid Package Documents/Bidding Process	\$ 10,800.00	TMNTE
		Sub-Total \$ 10,800.00	
CONSTRUCTION SERVICES - FUTURE AMENDMENT			
500	Construction Services Project Management	TBD	TMNTE
	Design Revisions	TBD	TMNTE
	On-Site Construction Administration	TBD	TMNTE
	On-Site Construction Observation	TBD	TMNTE
	Construction Staking	TBD	TMNTE
	Special Inspections / Testing	TBD	TMNTE
	SWPPP Inspections	TBD	TMNTE
		Sub-Total \$ -	
TOTAL CONTRACT			
		\$ 40,700.00	

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond one revision.
- Project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

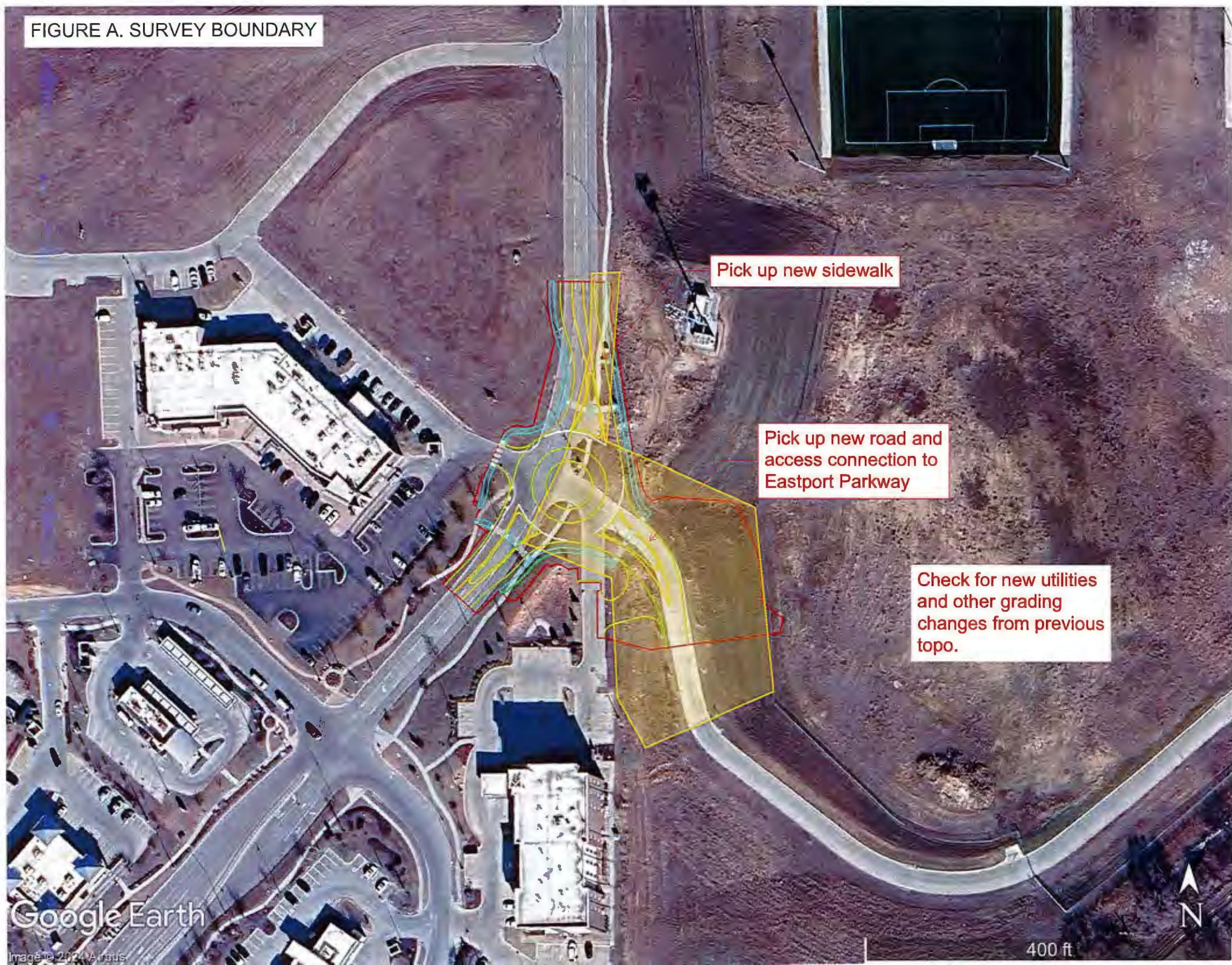
Anticipated Schedule

Upon receiving Notice to Proceed, the Consultant will begin work on the Phase 1 Infrastructure design with estimated milestone dates below:

Anticipated NTP	07/01/24
Final Bid Documents	10/16/24

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FIGURE A. SURVEY BOUNDARY



2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Market Leader	\$ 384.00
Geography/Discipline Leader	\$ 375.00
Sector Leader	\$ 333.00
Technical Expert/Sr Project Manager	\$ 290.00
Client Relationship Manager	\$ 290.00
Senior Team Leader	\$ 273.00
Group Leader	\$ 239.00
Client Manager/Project Manager	\$ 239.00
Associate Project Manager	\$ 222.00
Lead Engineer	\$ 239.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 188.00
Engineer	\$ 162.00
Associate Engineer	\$ 142.00
Assistant Engineer	\$ 126.00
Lead Scientist	\$ 215.00
Senior Scientist	\$ 188.00
Project Scientist	\$ 155.00
Scientist	\$ 131.00
Associate Scientist	\$ 116.00
Assistant Scientist	\$ 101.00
Lead Planner	\$ 218.00
Senior Planner	\$ 193.00
Project Planner	\$ 159.00
Planner	\$ 138.00
Associate Planner	\$ 119.00
Assistant Planner	\$ 102.00
Lead Landscape Architect	\$ 218.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 160.00
Landscape Architect	\$ 140.00
Associate Landscape Designer	\$ 121.00
Assistant Landscape Designer	\$ 106.00
Commissioning Manager/Technical Manager	\$ 242.00
Commissioning Agent	\$ 213.00
Commissioning Senior Technician	\$ 181.00
Commissioning Associate Technician	\$ 155.00
Commissioning Assistant Technician	\$ 128.00
Design Manager/Technical Manager	\$ 176.00
Design Associate	\$ 141.00
Senior Technician	\$ 114.00
Associate Technician	\$ 97.00
Assistant Technician	\$ 84.00

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
GIS Specialist	\$ 173.00
Senior Systems Specialist	\$ 190.00
Stormwater Compliance Leader/Specialist	\$ 197.00
Stormwater Compliance Specst/Sr Coord	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00
Public Engagement Specialist	\$ 134.00
Public Engagement Senior Coordinator	\$ 134.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Administrative Senior Specialist/Leader	\$ 140.00
Project Senior Coordinator	\$ 132.00
Administrative Senior Coordinator	\$ 107.00
Project Coordinator	\$ 100.00
Administrative Coordinator	\$ 85.00
Administrative Assistant	\$ 72.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction Administration, Drilling, and Special Inspections/NDT/Materials Testing will be provided as Appendices, as needed.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2024 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – ◆ RIGHT OF WAY SERVICES EASTPORT PARKWAY ROUNDABOUT	RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with Midwest Right of Way Services, Omaha, Nebraska for right of way services associated with a roundabout at Eastport Parkway and Port Grace Plaza in an amount not to exceed \$8,575.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

Right-of-way services for title search, appraisal, acquisition negotiation and document preparation are necessary for the acquisition of right of way and easements from an adjacent property in order to construct the roundabout improvements at Eastport Parkway and Port Grace Plaza.

Midwest Right of Way Services has submitted the attached proposal for review and execution. Work will begin immediately upon approval and is expected to be completed over the next few months.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MIDWEST RIGHT OF WAY SERVICES, OMAHA, NEBRASKA FOR THE RIGHT OF WAY SERVICES ASSOCIATED WITH A ROUNDABOUT AT EASTPORT PARKWAY IN AN AMOUNT NOT TO EXCEED \$8,575.00.

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Midwest Right of Way Services, Omaha, Nebraska for the right of way services associated with a roundabout at Eastport Parkway in an amount not to exceed \$8,575.00.

PASSED AND APPROVED THIS 2ND DAY OF JULY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

January 26, 2023

Pat Dowse
City of La Vista, Nebraska
Public Works
8116 Park View Blvd.
La Vista, NE 68128

RE: Proposal for Right of Way Services
City of La Vista, Nebraska
La Vista Sports Complex Roundabout
Project Number: A18-0683

Dear Mr. Dowse:

Midwest Right of Way Services, Inc. is pleased to provide this proposal for right of way services for the above referenced project in La Vista, Nebraska. We provide the following information for your consideration.

CONSULTANT AND KEY PERSONNEL

Consultant: Midwest Right of Way Services
13425 "A" Street
Omaha, Nebraska 68144
(402) 955-2900
(402) 955-2903 FAX

Key Personnel: John E. Borgmeyer, Vice President
Maria Rodriguez – Project Manager

PROJECT UNDERSTANDING

This project involves the acquisition of right of way and temporary easements for 1 tract of land at the on Eastport Parkway near 123rd Plaza, Nebraska. The project's purpose is to construct a new roundabout and road improvement project.

PROJECT MANAGEMENT

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination, oversight, and scheduling of the acquisition of right of way and easements will be the responsibility of the project manager.

TITLE RESEARCH

A title search will be performed on one (1) property to be acquired to determine fee ownership and liens and encumbrances which affect the title. Nebraska Title Company will provide the title report for use in preparing the necessary right of way documents. The cost of the title reports will be passed through to the City without any markup by the consultant.

APPRAISAL REPORT

This task involves preparation of one (1) appraisal report which will provide a value for the property to be acquired. Trenton Rengo of McMill CPAS & Advisors of Norfolk, Nebraska will prepare the appraisal for this project. He is approved by the State of Nebraska Department of Transportation to provide appraisal reports for right of way projects.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owners. We will prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Our acquisition agents will obtain tenant information from property owners and proceed to obtain a signed leasehold contract, if applicable. We will negotiate in good faith and keep records of all calls made.

If condemnation is required, Midwest Right of Way Services will deliver the parcel file to the City of La Vista, Nebraska and be available for consultation or condemnation testimony.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

SMALL EMERGING BUSINESS TIER II

Midwest Right of Way Services is certified by the City of Omaha as a Small Emerging Business Tier II.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

John Borgmeyer, Chief Operating Officer, RWA-GN, Project Manager, joined the company in June 2014. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes project management and acquisition negotiations for roadway, airport, trail, utility, drainage, and sewer projects.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Maria Rodriguez, Right of Way Agent, has worked for Midwest Right of Way Services since October 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria speaks and writes the Spanish language fluently.

Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January of 2017. He has performed acquisition negotiations for projects in Nebraska and Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, Right of Way Agent, has worked for Midwest Right of Way Services team starting in May of 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Caleb Schescke, Right of Way Agent, is the newest member of the Midwest Right of Way Services team starting in February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

Molly Frederickson, Administrative Assistant, has worked for Midwest Right of Way Services since January 2019. She provides administrative support and document preparation for Midwest Right of Way's acquisition and relocation agents. She has experience as a document specialist for a local law firm and has experience as an escrow assistant for a real estate title company.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	<u>Hourly Salary Rates</u>
Project Manager	\$150.00
Right of Way Agent/Relocation Agent	\$125.00
Document Prep & Administrative Fees	\$ 75.00
Mileage at Standard IRS Rate	\$ 0.655 per mile

The maximum fees for each task will be as follows:

Task			Maximum Fee
Title Services	1 tract	\$ 250.00	\$ 250.00
Appraisal Report	1 tract	\$ 2,500.00	\$ 2,500.00
Project Management	1 tract	\$ 600.00	\$ 600.00
Acquisition Negotiations	1 tract	\$ 5,000	\$ 5,000.00
Document Prep & Admin Fees	1 tract	\$ 225.00	\$ 225.00
Total Maximum Fee			\$8,575.00

The maximum fee for the project, which includes project management, acquisition negotiations, and pass-through cost of title reports and appraisal reports, is **\$8,575.00**.

Appraisal pricing is based on limited information. If the scope of the appraisal needs to change, we will discuss any additional fee for the report before approving the changes to the fee.

Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the mileage is incurred. If additional work or meetings are requested beyond the scope indicated in this proposal, we will contact you to discuss revising the contract amount before the additional work is started.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Date: _____

Authorized Representative – City of La Vista

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2024 AGENDA

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – LA VISTA MUNICIPAL POOL DEMOLITION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for the demolition, removal and lot grading of the La Vista Municipal Pool generally located on the east end of Central Park West.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

As part of the 84th Street redevelopment work, demolition of the existing pool has been scheduled ahead of the 84th Street Trail construction, anticipated to begin in late 2025. A new pool in Central Park West is included in the Capital Improvement Program.

Preparation of plans and specifications for this project have been completed by Thompson, Dressen and Dorner (TD2). The Engineer's Estimate for the proposed items of work is \$270,000. The recommended schedule for bidding this work is:

Publish Notice to Contractors	July 10 and July 17, 2024.
Open Bids	July 26, 2024, at 10:30 am at City Hall
City Council Award Contract	August 6th, 2024

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

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,
NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE DEMOLITION,
REMOVAL AND LOT GRADING OF THE LA VISTA MUNICIPAL POOL.

WHEREAS, the Mayor and Council have determined that the demolition, removal and lot grading of the La Vista Municipal Pool is necessary; and

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

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

Publish Notice to Contractors	July 10, 2024 and July 17, 2024
Open Bids	July 26, 2024 at 10:30am at City Hall
City Council Award Contract	August 6, 2024

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for the demolition, removal and lot grading of the La Vista Municipal Pool.

PASSED AND APPROVED THIS 2ND DAY OF JULY 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

CITY OF LA VISTA MUNICIPAL POOL DEMOLITION PROJECT NO. PARK 20-003

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:30 AM on the 26th day of July, 2024 for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements within the improvement of CITY OF LA VISTA MUNICIPAL POOL DEMOLITION. At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements. The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Omaha Std. Item	Description	Estimated Quantities
1	1109.000	Mobilization/Demobilization	1 L.S.
2	101.001	Install Silt Fence	420 L.F.
3	101.009	Maintain Silt Fence	420 L.F.
4	101.017	Remove Silt Fence	420 L.F.
5	101.005	Install Construction Entrance	1 L.S.
6	101.013	Maintain Construction Entrance	1 L.S.
7	101.021	Remove Construction Entrance	1 L.S.
8	102.020	Clearing and Grubbing Trees Over 18" to 27" Diameter	10 EA.
9	103.100	Remove Manhole	1 EA.
10	103.103	Remove Area Inlet	1 EA.
11	103.400	Remove Fence (Chain Link)	900 L.F.
12	105.100	Remove Pavement	1,600 S.Y.
13	-	Remove Existing Pools	1 L.S.
14	-	Remove Existing Light Pole and Footing	8 EA.
15	-	Remove Existing Utility Pole and Power Line	2 EA.
16	-	Disconnect and Remove Existing Power Service	1 L.S.
17	-	Remove Existing Post	4 EA.
18	-	Remove Existing Building	1 LS.
19	-	Remove Existing Picnic Structure	1 LS.
20	-	Remove Existing Umbrella Structure	2 EA.
21	201.100	Excavation Haul-Off (Sand)	70 C.Y.
22	201.300	Embankment - Borrow (Haul-In)	1,280 C.Y.
23	504.000	Construct PCC Curb Ramp	90 S.F.
24	504.100	Construct Detectable Warning Panel	20 S.F.
25	801.150	Place Topsoil - Borrow (Haul In)	350 C.Y.
26	803.201	Install Rolled Erosion Control, Type I with Seeding - Type A	4,430 S.Y.

27	-	Remove Existing Private Storm and Sanitary Sewer Service Piping	1	L.S.
28	-	Construct Pipe Plug	2	EA.
29	502.103	Construct 9" Combination Curb and Gutter	60	L.F.

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

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids. The City of La Vista reserves the right to reject any or all bids and to waive informalities.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Drawings, Specifications and Contract Documents may be examined online at www.standarddigital.com. Search for the project name in the Plan Room found at www.standarddigital.com/the-plan-room. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

The City of La Vista, Nebraska reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Pamela Buethe, Clerk