

MINUTE RECORD

A.2.

No. 729 -- REFIELD & COMPANY, INC. OMAHA E1107788LD

LA VISTA CITY COUNCIL MEETING November 5, 2013.

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on November 5, 2013. Present were Councilmembers: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Administrator Gunn, City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Community Development Director Birch, Finance Director Lindberg, Fire Chief Uhl, Police Chief Lausten, Assistant Public Works Director/City Engineer Kottmann, Public Building and Grounds Director Archibald, Recreation Director Stopak, and Library Director Barcal.

A notice of the meeting was given in advance thereof by publication in the Times on October 23, 2013. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and led the audience in the pledge of allegiance.

Mayor Kindig announced that a copy of the Open Meetings Act was posted on the west wall of the Council Chambers and copies were also available in the lobby of City Hall.

Mayor Kindig made an announcement regarding the agenda policy statement providing for an expanded opportunity for public comment on the agenda items.

PRESENTATION - LIFE SAVING AWARDS - EMS PROVIDER SARAH WILSON, MEDICAL TRAINING OFFICER KIRSTEN BRADLEY, ASSISTANT CHIEF ADAM VAIL, CAPTAIN TROY LITTLE, LIEUTENANT AUSTIN BRAKE

Fire Chief Uhl and Mayor Kindig presented EMS provider Sarah Wilson, Medical Training Officer Kirsten Bradley, Assistant Chief Adam Vail, Captain Troy Little, Lieutenant Austin Brake with Life Saving Pins for their efforts during a rescue call.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 15, 2013 CITY COUNCIL
MEETING
3. REQUEST FOR PAYMENT - TAB CONSTRUCTION - QUIET ZONE
IMPROVEMENTS - \$40,594.59
4. REQUEST FOR PAYMENT - RDG PLANNING DESIGN - PROFESSIONAL
SERVICES - THOMPSON CREEK OUTREACH - \$3,860.50
5. REQUEST FOR PAYMENT - KISSEL/E&S - LEGISLATIVE SERVICES -
\$9,864.80
6. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. -
PROFESSIONAL SERVICES - QUIET ZONE - \$2,425.10
7. REQUEST FOR PAYMENT - BLACHERE-ILLUMINATION USA, INC. - HOLIDAY
DECORATIONS - \$12,631.00
8. REQUEST FOR PAYMENT - FELSBURG HOLT & ULLEVIG - PROFESSIONAL
SERVICES - HELL CREEK CHANNEL IMPROVEMENTS PHASE II - \$16,212.66
9. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. -
PROFESSIONAL SERVICES - QUIET ZONE - \$2,581.00
10. REQUEST FOR PAYMENT - UNIVERSITY OF NEBRASKA AT OMAHA -
PROFESSIONAL SERVICES - THOMPSON CREEK MONITORING PROJECT
PHASE 2 - \$2,860.00
11. RESOLUTION NO. 13-119 - SURPLUS HOLIDAY DECORATIONS
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,
NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS
SALE.

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WHEREAS, City Staff has recognized the following holiday decorations as surplus; 10 Bells, 10 Candy Canes, 7 Candles and 10 Trees; and

WHEREAS, the City Administrator and Community Relations Coordinator recommend that the above mentioned items be declared surplus and sold.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the following holiday decorations: 10 Bells, 10 Candy Canes, 7 Candles and 10 Trees be declared surplus property and sold.

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

12. APPROVAL OF CLAIMS

3E-ELECTRICAL ENGINEERING, bld&grnds	168.42
ACTION BATTERIES, supplies	241.53
ACTIVE NETWORK, services	4,200.00
AKSARBEN GARAGE DOOR, bld&grnds	327.00
ALAMAR UNIFORMS, apparel	703.95
ARAMARK, services	27.32
ASPHALT & CONCRETE MATERIALS, maint.	75.78
B & B TECH., maint.	341.16
BAKER & TAYLOR, books	386.56
BANKERS TRUST, bonds	500.00
BARCAL, R., training	256.62
BASS, T., services	200.00
BEACON BUILDING SERVICES, services	6,712.00
BLACK HILLS ENERGY, utilities	3,193.00
BOUND TREE MEDICAL, supplies	489.80
BUILDERS SUPPLY, maint.	433.88
CABELA'S, supplies	1,439.20
CARL JARL, bld&grnds	11.10
CELEBRITY STAFFING, services	1,135.86
CENTER POINT PUBLISHING, books	215.70
CENTURY LINK, phone	1,246.58
CHARLESWORTH & ASSOCS, services	1,550.00
CITY OF OMAHA, sewer	241,049.83
COLIBRI SYSTEMS, supplies	195.00
COMP CHOICE, services	140.00
CORNHUSKER SIGN & MFG CORP, bld&grnds	815.00
COSGRAVE COMPANY, bld&grnds	168.00
COX, utilities	420.01
CPS - HR, services	752.40
D & D COMM., radios	284.00
DECOSTA SPORTING GOODS, apparel	92.00
DIAMOND VOGEL, bld&grnds	72.90
DXP, maint.	457.07
EDGEWEAR SCREEN PRINTING, supplies	492.90
ELECTRIC SPECIALTIES, services	240.00
FEDEX, supplies	30.44
FELSBURG HOLT & ULLEVIG, services	4,422.31
FITZGERALD SCHORR BARMETTLER, services	13,915.40
FLEET, bld&grnds	1,192.60
FLEETPRIDE, maint.	59.00
FOCUS PRINTING, supplies	282.40
FORT DEARBORN LIFE INS COMPANY	1,279.00
GALE, books	118.45
GARROD, M., travel	61.23

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GENERAL FIRE & SAFETY EQUIP, bld&grnds	10,595.00
GOLEY, C., auto	100.00
GRAYBAR ELECTRIC, bld&grnds	453.31
GREAT PLAINS UNIFORMS, apparel	91.00
H & H CHEVY., maint.	24.47
HANEY SHOE STORE, apparel	240.00
HARM'S CONCRETE, maint.	281.00
HEARTLAND PAPER, supplies	196.00
HEARTLAND TIRES, supplies	81.00
HEIMES CORP., bld&grnds	187.50
HELGET GAS, supplies	145.00
HONEYMAN RENT-ALL, bld&grnds	109.00
HUSCH BLACKWELL, services	930.00
ICMA RETIREMENT CORPORATION	3,400.00
INDUSTRIAL SALES, bld&grnds	103.02
INLAND TRUCK PARTS, maint.	621.88
INTERSTATE POWER, maint.	3,859.47
KIMBALL MIDWEST, maint.	217.93
KLINKER, M., services	200.00
KRIHA FLUID POWER, maint.	220.12
KRIZ-DAVIS COMPANY, bld&grnds	48.13
LA VISTA COMMUNITY FOUNDATION	50.00
LANDPORT, services	125.00
LAST MILE NETWORK CONSULTING, IT	392.00
LAUGHLIN, KATHLEEN A, TRUSTEE	437.00
LEAGUE ASSN OF RISK MGMT, dues	7,839.00
LEAGUE ASSN OF RISK MGMT, ins.	486,605.00
LIBRARY IDEAS, media	159.00
LIFE ASSIST, supplies	456.20
LINCOLN NATIONAL LIFE INS CO	9,025.68
LOGAN CONTRACTORS, maint.	3,083.58
LOU'S SPORTING GOODS, equip.	61.90
LOVELAND GRASS PAD, bld&grnds	848.61
MATHESON TRI-GAS, supplies	86.35
MCC, utilities	12,810.11
MENARDS, bld&grnds	171.27
MID-STATES UTILITY, supplies	316.00
MIDWEST TAPE, media	127.97
MIDWEST TURF & IRRIGATION, bld&grnds	134.59
MILLER PRESS, printing	455.00
MONARCH OIL, maint.	504.00
MONARCH TIRES, maint.	800.00
MOTOROLA, equip.	828.00
MUD, utilities	6,060.09
MUNICIPAL PIPE TOOL, maint.	974.80
NATIONAL SAFETY COUNCIL, dues	499.00
NE DEPT OF MOTOR VEHICLES, supplies	6.60
NE DEPT OF REVENUE-LOTT/51	82,474.00
NE ENVIRONMENTAL PRODS, supplies	2,900.00
NE LIBRARY COMM., media	277.55
NE MUNICIPAL CLERKS ASSN, dues	70.00
NE NOTARY ASS., services	98.25
NEUMAN EQUIP., bld&grnds	106.86
NORTON, J., travel	196.62
NUTS AND BOLTS INC., maint.	753.45
OCLC, dues	75.77
OFFICE DEPOT, supplies	1,714.94
OMAHA COMPOUND, supplies	42.50
OMAHA TACTICAL, apparel	65.00
OMAHA WORLD HERALD, advertising	695.92

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OMNIGRAPHICS, books	119.40
ORIENTAL TRADING, events	139.50
PAPILLION TIRE INC., maint.	83.59
PARAMOUNT LINEN & UNIFORM, services	597.17
PAYFLEX, services	250.00
PAYLESS OFFICE, supplies	179.94
PERFORMANCE CHRYSLER JEEP, maint.	717.78
PERFORMANCE FORD, maint.	274.15
PETTY CASH	277.11
PFEIFER, V., auto	100.00
PFEIFER, V., services	400.00
PITNEY BOWES, services	408.00
PLAINS EQUIPMENT GROUP, equip.	155.01
PREMIER-MIDWEST BEV., concessions	91.50
QUALITY BRANDS, concessions	131.60
QUILL CORP., supplies	166.24
RALSTON AD., supplies	450.35
RAY ALLEN, supplies	144.99
READY MIXED, maint.	4,437.08
REGAL AWARDS, services	41.00
RETRIEVEX, IT	103.58
RUFFNER, J., travel	79.00
S & W HEALTHCARE, supplies	146.64
SAPP BROS INC., supplies	787.50
SAPP BROS PETROLEUM, maint.	26,472.06
SARPY COUNTY COURTHOUSE, services	3,960.21
SARPY COUNTY SOCCER ASSN, services	364.00
SECURITY EQUIP., services	673.33
SEFFRON, R., travel	79.00
SHRED-SAFE, services	75.00
SMALL, B., travel	79.00
SMITH, M., auto	100.00
SMOOTHER CUT, services	1,410.00
SOLBERG, C., travel	205.31
SPRINT, phone	119.97
SPRINT, phone	62.11
STOLTENBERG NURSERIES, supplies	600.00
STRATEGIC INSIGHTS, services	675.00
SUBURBAN NEWSPAPERS, dues	40.00
SUPERIOR VISION SVCS INC	391.52
TED'S MOWER, equip.	108.92
THOMPSON DREESSEN & DORNER, services	60,198.76
TOMSU, L., travel	196.62
ULTRAMAX, apparel	81.25
UNO, services	5,721.00
UPS, postage	7.49
USPS, postage	1,649.92
VAN RU CREDIT CORPORATION	54.84
VERIZON, phone	920.13
VIDACARE CORP., supplies	474.01
WAL-MART, maint.	1,123.20
WATKINS CONCRETE BLOCK, bld&grnds	125.00
WHITE CAP, supplies	127.39
WICK'S STERLING TRUCKS, maint.	1,159.43

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Sheehan. Councilmember Gowan reviewed the claims for this period and stated that everything was in order. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant City Administrator Ramirez stated that Halloween Safe Night brought in a record crowd and a record number of businesses. She also gave updates on upcoming holiday events.

Assistant Public Works Director Kottmann informed Council that leaf collection day was slow but document shredding was busy. The Giles Road Signalization project is progressing and lights have been installed.

Public Buildings and Grounds Director Archibald informed Council that the new alarm system is in and there will be a short break for training prior to executive session.

B. RESOLUTION - INTERLOCAL AGREEMENT - WEST PAPIO TRAIL - 90TH STREET TO PORTAL ROAD

Councilmember Sell introduced and moved for the adoption of Resolution No. 13-120; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF LA VISTA, CITY OF PAPILLION AND THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT FOR THE DESIGN, CONSTRUCTION AND OPERATION OF A PUBLIC RECREATION TRAIL TO BE KNOWN AS THE "WEST PAPIO TRAIL".

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the City of La Vista participated in the West Papio Trail study in 2011 and 2012; and,

WHEREAS, the extension of the trail in this agreement is a portion of the West Papio Trail from 90th Street to Portal Road that will eventually extend to Millard Avenue in the City of Omaha; and,

WHEREAS, each governmental agency will pay for their shares of the work at specified times as set forth in the agreement; and,

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with the City of Papillion and the Papio-Missouri River Natural Resources District

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

C. RESOLUTION - APPROVAL - PURCHASE RADIOS

Councilmember Crawford introduced and moved for the adoption of Resolution No. 13-121; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING THE PROPOSAL SUBMITTED BY D & D COMMUNICATIONS, OMAHA, NE FOR MOTOROLA SOLUTIONS TO PURCHASE OF EIGHTEEN(18) MOTOROLA 800 MHZ P25 DIGITAL RADIOS IN AN AMOUNT NOT TO EXCEED \$61,846.99.

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WHEREAS, the City Council of the City of La Vista has determined that purchasing the Motorola 800 MHz P25 digital radios is necessary; and

WHEREAS, said purchase of Motorola 800 MHz P25 digital radios is in the best interest of the citizens of La Vista.

WHEREAS, the FY13-14 Capital Improvement Program provides funding from the Lottery Fund for this proposed purchase; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, accept the proposal submitted by D & D Communications, Omaha, NE for Motorola Solutions for purchasing the Motorola 800 MHz P25 digital radios in an amount not to exceed \$81,846.99.

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

D. RESOLUTION - AMEND CITY PERSONNEL POLICY AND PROCEDURES MANUAL

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-122: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 13 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING THE EDUCATIONAL ASSISTANCE PROGRAM.

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

WHEREAS, it is being proposed that Subsection 13.4 in the manual regarding the educational assistance program be amended to prohibit the potential for duplicate reimbursement for the same costs; and

WHEREAS, it is the desire of the City Council to amend Section 13 of the Personnel Policy and Procedures Manual to incorporate the changes to the above listed subsection.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed changes to Subsection 13.4 as submitted at the City Council meeting.

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

E. APPROVAL OF A CLASS Z LIQUOR LICENSE - PATRIARCH DISTILLERS LLC DBA PATRIARCH DISTILLERS

1. PUBLIC HEARING

At 7:13 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on an application for a Class Z Liquor License for Patriarch Distillers LLC dba Patriarch Distillers. Jeff Hadden was present to answer questions. Mr. Hadden stated they would be making vodka and whiskey. Councilmember Sheehan asked if they were doing on and off sale liquor. Mr. Hadden stated that there will be only a tasting room.

At 7:15 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sheehan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 13-123; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS Z LIQUOR LICENSE APPLICATION FOR PATRIARCH DISTILLERS LLC DBA PATRIARCH DISTILLERS IN LA VISTA, NEBRASKA.

WHEREAS, Patriarch Distillers LLC dba Patriarch Distillers, 12251 Cary Circle, Suite 100, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class Z Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class Z Liquor License application submitted by Patriarch Distillers LLC dba Patriarch Distillers, 12251 Cary Circle, Suite 100, La Vista, Sarpy County, Nebraska.

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

Councilmember Crawford made a motion to move Comments from the Floor up on the agenda ahead of Item F Executive Session. Seconded by Councilmember Sell. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were not comments from the floor.

At 7:17 Councilmember Sell made a motion to take a short recess to get instruction on the new alarm system. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

At 7:28 Councilmember Thomas made a motion to reconvene. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

F. EXECUTIVE SESSION —CONTRACT NEGOTIATIONS; PERSONNEL

At 7:28 p.m. Councilmember Crawford made a motion to go into executive session protection of the public interest for contract negotiations, and for the protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 9:00 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig stated that Walmart is scheduled to open on November 15. Anyone wanting to contribute to the soup feed should give their money to Mary.

At 9:02 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Meeting of Board of Directors

LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

MINUTES OF MEETING

November 11, 2013

4:00 p.m.

Members Present: Pat Archibald Rose Barcal Brenda Gunn
Robin Hixson Bernie Sedlacek

Members Absent: Rich Hanneman

Guest Present: Tom Dickerson

Agenda Item #1: Announcement of Location of Posted Meetings Act:

A copy of the Open Meetings Act is posted on the North wall of the conference room for public access and reference. A copy of the act is also available.

Agenda Item #2: Approval of the Notice of Meeting.

Notice of Meeting was published by the City and College in the Times and the Omaha World-Herald. Moved by Gunn and seconded by Sedlacek to approve. Ayes: all. Nays: none. Motion approved.

Agenda Item #3: Approval of the Minutes From August 19, 2013 Meeting.

Moved by Archibald and seconded by Hixson to approve the August 19, 2013 meeting minutes. Ayes: all. Nays: none. Motion approved.

Agenda Item #4: Update on Energy Management System.

Dickerson report these efforts are continuing. CO2 sensors have been installed. A handout was distributed illustrating the heat pump in the library. More information will need to be obtained to see how effective this pump is operating. A second handout covered the Fluid Cooler. New pumps and new valves were installed this summer.

Agenda Item #5: OPPD Geothermal System.

OPPD is still working on the System as they still own in until, it is believed, March 2014. There is a concern as there is no alarm on the equipment if something was to fail. No notification in a fail mode. Sedlacek will check on the contract to see if this is included.

Agenda Item #6: Review of Budget.

Sedlacek distributed the budget which had been submitted for the operational end of the building. There was a review of the requested line items.

Agenda Item #7: Other Business.

There was no other business.

Agenda Item #8: Next Meeting.

Monday, February 10, 2014 at 4:00 p.m. La Vista Public Library, Room #142.

It was moved by Gunn and seconded by Sedlacek to adjourn the meeting at 4:19 p.m.

Minutes respectfully submitted by Rose Barcal

ANNUAL MEETING

LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

MINUTES OF MEETING

November 11, 2013

4:20 p.m.

Members Present: Pat Archibald Rose Barcal Brenda Gunn
Robin Hixson Bernie Sedlacek

Members Absent: Rich Hanneman

Agenda Item #1: Approval of the Notice of Meeting.

Notice of Meeting was published by the City and College in the Times and the Omaha World-Herald. Moved by Gunn and seconded by Sedlacek to approve. Ayes: all. Nays: none. Motion approved.

Agenda Item #2: Nominations/Election of Directors.

By prior action, the City nominated (by nature of the positions they hold) City Administrator, Library Director, and Director of Public Building and Grounds to the Board. By prior action, the College nominated Rich Hanneman, Robin Hixson and Bernie Sedlacek to the Board. A motion was made by Gunn and seconded by Sedlacek to close nominations and cast a unanimous ballot for the Board of Directors as nominated by the owners. Ayes: all. Nays: none. Motion approved.

Gunn nominated Rose Barcal Hixson as President/Treasurer and Robin Hixson as Vice President/Secretary. A motion was made by Archibald and seconded by Sedlacek to close the nominations and cast a unanimous ballot for Barcal as President/Treasurer and Hixson as Vice President/Secretary. Ayes: all. Nays: none. Motion approved.

Agenda Item #3: Other Business.

2014 Meeting Dates:

- February 10
- May 12
- August 11
- November 10

Meeting time will remain at 4:00 p.m. Moved by Gunn and seconded by Sedlacek to approve. Ayes: all. Nays: none. Motion approved.

Agenda Item #4: Next Annual Meeting.

Monday, November 10, 2014 after the regular meeting in the Library Conference Room #142.

It was moved by Gunn and seconded by Archibald to adjourn the meeting at 4:41 p.m.

Minutes respectfully submitted by Rose Barcal

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES

For the one month ended October 31, 2013
8% of the Fiscal Year

A.4.

	General Fund					Debt Service Fund				Capital Fund			
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over(under) Budget	Budget	MTD Actual	YTD Actual	Over(under) Budget
REVENUES													
Property Taxes	\$ 6,549,437	\$ 48,877	\$ 48,877	\$ (6,500,560)	1%	\$ 747,480	\$ 2,670	\$ 2,670	\$ (744,810)	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	608,610	358,465	358,465	(250,145)	59%	304,305	179,232	179,232	(125,073)	-	-	-	-
Payments in Lieu of taxes	241,500	-	0	(241,500)	0%	-	-	-	-	-	-	-	-
State revenue	1,326,025	144,736	144,736	(1,181,289)	11%	-	-	-	-	-	-	-	-
Occupation and franchise taxes	850,000	117,923	117,923	(732,077)	14%	-	-	-	-	-	-	-	-
Hotel Occupation Tax	780,000	85,862	85,862	(694,138)	11%	-	-	-	-	-	-	-	-
Licenses and permits	394,750	34,085	34,085	(360,665)	9%	-	-	-	-	-	-	-	-
Interest income	12,000	1,303	1,303	(10,697)	11%	20,000	652	652	(19,348)	-	-	-	-
Recreation fees	144,000	9,524	9,524	(134,476)	7%	-	-	-	-	-	-	-	-
Special Services	22,000	2,667	2,667	(19,333)	12%	-	-	-	-	-	-	-	-
Grant Income	209,570	8,522	8,522	(201,048)	4%	-	-	-	-	1,178,135	-	-	(1,178,135)
Other	204,000	22,369	22,369	(181,131)	11%	325,000	1,350	1,350	(323,650)	75,000	69,780	69,780	(5,220)
Total Revenues	11,341,892	834,833	834,833	(10,507,059)	7%	1,396,785	183,904	183,904	(1,212,881)	1,253,135	69,780	69,780	(1,183,355)
EXPENDITURES													
Current:													
Mayor and Council	182,737	5,986	5,986	(176,751)	3%	-	-	-	-	-	-	-	-
Boards & Commissions	15,220	405	405	(14,815)	3%	-	-	-	-	-	-	-	-
Public Buildings & Grounds	586,144	24,430	24,430	(561,714)	4%	-	-	-	-	-	-	-	-
Administration	887,650	57,572	57,572	(830,078)	6%	90,000	25	25	(89,975)	-	-	-	-
Police and Animal Control	4,221,786	295,514	295,514	(3,926,272)	7%	-	-	-	-	-	-	-	-
Fire	1,278,023	54,364	54,364	(1,223,659)	4%	-	-	-	-	-	-	-	-
Community Development	702,611	29,683	29,683	(672,929)	4%	-	-	-	-	-	-	-	-
Public Works	3,313,165	234,655	234,655	(3,078,510)	7%	-	-	-	-	-	-	-	-
Recreation	688,607	37,560	37,560	(651,047)	5%	-	-	-	-	-	-	-	-
Library	710,990	35,984	35,984	(675,006)	5%	-	-	-	-	-	-	-	-
Human Resources	479,186	362,419	362,419	(116,767)	76%	-	-	-	-	-	-	-	-
Special Services & Tri-City Bus	86,177	4,790	4,790	(81,387)	6%	-	-	-	-	-	-	-	-
Capital outlay	410,468	-	0	(410,468)	0%	-	-	-	-	2,528,628	69,780	69,780	(2,458,848)
Debt service: (Warrants)	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	2,795,000	590,000	590,000	(2,205,000)	-	-	-	-
Interest	-	-	-	-	-	760,648	36,524	36,524	(724,124)	-	-	-	-
Total Expenditures	13,562,764	1,143,363	1,143,363	(12,419,401)	8%	3,645,648	626,548	626,548	(3,019,100)	2,528,628	69,780	69,780	(2,458,848)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,220,872)	(308,530)	(308,530)	(1,912,342)	14%	(2,248,863)	(442,644)	(442,644)	(1,806,219)	(1,275,493)	-	-	(1,275,493)
OTHER FINANCING SOURCES (USES)													
Operating transfers in (out)	(988,545)	-	-	988,545	-	(264,070)	-	-	264,070	1,275,493	-	-	(1,275,493)
Bond/registered warrant proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total other Financing Sources (Uses)	(988,545)	-	-	988,545	-	(264,070)	-	-	264,070	1,275,493	-	-	(1,275,493)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (3,209,417)	\$ (308,530)	\$ (308,530)	\$ (2,900,887)	-	\$ (2,512,933)	\$ (442,644)	\$ (442,644)	\$ (2,070,288)	\$ -	\$ -	\$ -	\$ -
FUND BALANCE, beginning of the year **			8,313,296					5,539,930				674,731	
FUND BALANCES, END OF PERIOD			\$ 8,004,766					\$ 5,097,286				\$ 674,731	

**Preliminary due to accruals and audit adjustments

CITY OF LAVISTA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
BUDGET AND ACTUAL
For the one month ended October 31, 2013
8% of the Fiscal Year

	Sewer Fund					Golf Course Fund				
	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used
REVENUES										
User fees	\$ 2,791,778	\$ 180,177	\$ 180,177	\$ (2,611,601)	6%	\$ 188,000	\$ 11,627	\$ 11,627	\$ (176,373)	6%
Service charge and hook-up fees	125,000	7,700	7,700	(117,300)	6%	-	-	-	-	-
Merchandise sales	-	-	-	-	-	34,500	2,976	2,976	(31,524)	9%
Grant	24,082	-	-	(24,082)	n/a	-	-	-	-	-
Miscellaneous	200	808	808	608	404%	300	53	53	-	18%
Total Revenues	<u>2,941,060</u>	<u>188,685</u>	<u>188,685</u>	<u>(2,752,375)</u>	<u>6%</u>	<u>222,800</u>	<u>14,655</u>	<u>14,655</u>	<u>(207,898)</u>	<u>7%</u>
EXPENDITURES										
General Administrative	561,335	36,373	36,373	(524,962)	6%	-	-	-	-	-
Cost of merchandise sold	-	-	-	-	-	27,214	474	474	(26,740)	2%
Maintenance	2,392,369	175,651	175,651	(2,216,718)	7%	163,369	14,290	14,290	(149,079)	9%
Production and distribution	-	-	-	-	-	154,719	16,456	16,456	(138,263)	11%
Capital Outlay	20,000	-	-	(20,000)	0%	32,000	-	-	(32,000)	0%
Debt Service:										
Principal	-	-	-	-	-	125,000	-	-	(125,000)	0%
Interest	-	-	-	-	-	3,406	-	-	(3,406)	0%
Total Expenditures	<u>2,973,704</u>	<u>212,024</u>	<u>212,024</u>	<u>(2,761,680)</u>	<u>7%</u>	<u>505,708</u>	<u>31,219</u>	<u>31,219</u>	<u>(474,489)</u>	<u>6%</u>
OPERATING INCOME (LOSS)	(32,644)	(23,339)	(23,339)	(9,305)	-	(282,908)	(16,564)	(16,564)	266,591	-
NON-OPERATING REVENUE (EXPENSE)										
Interest income	3,000	80	80	(2,920)	3%	25	7	7	(18)	26%
	<u>3,000</u>	<u>80</u>	<u>80</u>	<u>(2,920)</u>	<u>3%</u>	<u>25</u>	<u>7</u>	<u>7</u>	<u>(18)</u>	<u>26%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(29,644)	(23,259)	(23,259)	(6,385)	-	(282,883)	(16,558)	(16,558)	266,325	-
OTHER FINANCING SOURCES (USES)										
Operating transfers in (out)	-	-	-	-	-	250,000	-	-	(250,000)	0%
NET INCOME (LOSS)	\$ <u>(29,644)</u>	\$ (23,259)	\$ (23,259)	\$ <u>(6,385)</u>	-	\$ <u>(32,883)</u>	\$ (16,558)	\$ (16,558)	\$ <u>(16,325)</u>	-
NET ASSETS, Beginning of the year **			<u>6,158,192</u>					<u>383,324</u>		
NET ASSETS, End of the year			\$ <u>6,134,933</u>					\$ <u>366,766</u>		

**Preliminary due to accruals and audit adjustments



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

A.S.

INVOICE

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 101679
Date 10/29/2013

Project 0171-392 APPLEWOOD CREEK
IMPROVEMENTS

Professional Services from September 4, 2013 through October 13, 2013

#14-0098

See other side for detail

Prepare for and Attend Walk Through with David Fjare to Prepare Annual Tree Mitigation Report.

Description	Current Billed
Engineering Services	366.00
Total	366.00

Invoice total 366.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
101679	10/29/2013	366.00	366.00				
	Total	366.00	366.00	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay
01.22.0303
JMK
11-1-2013

Consent Agenda 11/19/2013

2.4

THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers and Land Surveyors

10836 Old Mill Road
Omaha, Nebraska 68154
Phone (402) 330-8860 Fax (402) 330-5866

October 29, 2013

Invoice #
101679

INVOICE

City of La Vista
8116 Parkview Blvd
La Vista, NE 68128

Project No. 171-392

Applewood Creek Improvements

Professional Services from September 4, 2013 thru October 13, 2013

Prepare for and Attend Walk Through with David Fjare
to Prepare Annual Tree Mitigation Report

\$ 200.00

Reimbursables:

Mileage

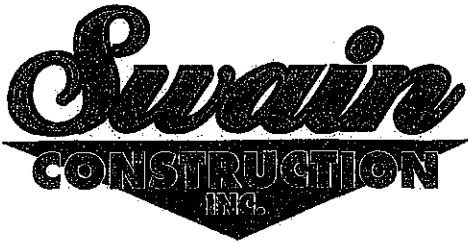
\$ 16.00

Subconsultant - David Fjare

\$ 150.00

Total Invoice Amount

\$ 366.00



A.L.
 6002 NORTH 89TH CIRCLE
 OMAHA, NE 68134
 (402) 571-1110
 FAX: (402) 571-3557

City of La Vista
 ATTN: John Kottman
 Public Works Department
 9900 Portal Road
 La Vista, NE 68128

RE: Lillian & James Intersection Reconstruction

DATE: 11/08/13
 ESTIMATE #: 2-FINAL
 INVOICE #: 21607
 JOB #: L13177

ITEM #	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	QUANTITY TO DATE	TOTAL PRICE
1	Remove Existing Pavement (Sawcut Included)	580.00	SY	6.27	583.00	3,630.01
2	Remove Existing Sidewalk (Sawcut Included)	900.00	SF	0.96	900.00	864.00
3	Subgrade Preparation (See Special Provisions)	200.00	CY	34.85	187.70	8,541.35
4	Adjust Water Valve	1.00	EA	159.00	1.00	159.00
5	Adjust Manhole	1.00	EA	265.00	1.00	265.00
6	Remove & Re-Install Stop Sign	4.00	EA	176.00	0.00	0.00
7	Construct 9" Concrete Pavement, Type L65	580.00	SY	46.15	583.00	25,982.45
8	Construct 6" Concrete Curb Ramp, Type L6	280.00	SF	7.21	256.00	1,845.76
9	Construct 6" Imprinted Concrete, Type L6	40.00	SF	9.91	29.00	287.39
10	Construct 4" Concrete Sidewalk, Type L6	630.00	SF	4.02	721.00	2,898.42
11	Tie Bars, Drilled & Grouted	40.00	EA	5.37	40.00	214.80
12	Furnish & Install Detectable Warning Panels	64.00	SF	15.40	64.00	985.60
13	Sodding	120.00	SY	6.45	120.00	774.00
	Change Order #1					
1	Remove Pavement (Sawcut Included)	384.90	SY	6.27	384.90	2,413.32
2	Subgrade Preparation	128.30	CY	34.85	128.30	4,471.26
3	Adjust Manhole	1.00	EA	265.00	1.00	265.00
4	Construct 9" Concrete Pavement, Type L65	384.90	SY	46.15	384.90	17,763.14
5	Tie Bars, Drilled & Grouted	100.00	EA	5.37	100.00	537.00
6	Sodding	50.00	SY	6.45	88.00	567.60
7	Sprinkler Repair	1.00	EA	258.78	1.00	258.78

WORK COMPLETED TO DATE	70,623.88
LESS RETAINAGE 0%	0.00
WORK COMPLETED LESS RETAINAGE	70,623.88
TOTAL PAID PREVIOUS ESTIMATES	62,354.05
AMOUNT OWED THIS PAY ESTIMATE	8,269.83

O.K. to pay
 05.71.0864.03
 JMK
 9/3/2013

Consent Agenda 11/19/13



TAB HOLDING COMPANY, INC.
4153 SOUTH 67TH STREET
OMAHA, NE 68117
402-331-1244

INVOICE

A.7.

To:
CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT
9900 PORTAL ROAD
LA VISTA, NE 68128

Job #: 13-0792
Location: QUIET ZONE IMPROVEMENTS
Project #:
Date: October 27, 2013
Payment request #: EST.#00002
Invoice #: 4803
Period covered: October 27, 2013

Item	Description	Estimated Units	Unit of measure	Unit Price	Current Quantity	Current Billing	Quantity to Date	Total Billing to Date
01	REMOVE ASPHALT PAVEMENT	11.00	SY	\$ 25.00			7.00	\$ 175.00
02	REMOVE CONCRETE PAVEMENT	17.00	SY	\$ 68.00			8.00	\$ 544.00
03	TACKED-ON CONCRETE MEDIAN	2,188.00	SF	\$ 12.00	1,257.00	\$ 15,084.00	2,137.00	\$ 25,644.00
04	9" CONCRETE PAVEMENT TYPE L85	427.00	SY	\$ 62.00			397.00	\$ 24,614.00
05	9" CONCRETE DRIVEWAY TYPE L85	49.00	SY	\$ 113.00			26.00	\$ 2,938.00
06	ASPHALT PAVEMENT 9" PG 64-22	9.00	SY	\$ 170.00	28.72	\$ 4,882.40	28.72	\$ 4,882.40
07	REMOVE CURB & GUTTER	123.00	LF	\$ 10.00			126.00	\$ 1,260.00
08	AGGREGATE SURFACE COURSE	23.00	SY	\$ 38.00			13.00	\$ 494.00
09	EARTHWORK EMBANKMENT, EST QTY	80.00	CY	\$ 21.50				\$ 0.00
10	EARTHWORK EXCAVATION, EST QTY	88.00	CY	\$ 10.50				\$ 0.00
11	SEEDING - TYPE "A"	295.00	SY	\$ 2.00				\$ 0.00
12	REMOVE PAVEMENT MARKINGS	2,537.00	LF	\$ 0.85	2,537.00	\$ 2,156.45	2,537.00	\$ 2,156.45
13	PERM PAINT PVMT MARKS 4" WHITE	2,537.00	LF	\$ 0.70	2,537.00	\$ 1,775.90	2,537.00	\$ 1,775.90
14	PERM PAINT PVMT MARKS 24" WHIT	102.00	LF	\$ 9.00	126.00	\$ 1,134.00	126.00	\$ 1,134.00
15	PERM PAINT PVMT MARK RR SYMBOL	5.00	EA	\$ 160.00	6.00	\$ 960.00	6.00	\$ 960.00
16	INSTALL TRAFFIC SIGNS & POSTS	1.00	LS	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00
17	INSTALL TUBULAR MARKERS	108.00	EA	\$ 55.00	108.00	\$ 5,940.00	108.00	\$ 5,940.00
18	MOBILIZATION	1.00	LS	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00
90	REPLACE 2 PANELS	39.00	SY	\$ 118.95			38.00	\$ 4,520.10
91	RMV CONC PVT, 132ND ST WIDEN	29.00	SY	\$ 35.60				\$ 0.00
92	GRIND EX CURB HEAD, 132ND ST	8.00	LF	\$ 27.40	8.00	\$ 219.20	8.00	\$ 219.20
93	MODIFY SIGN POST BASES	6.00	EA	\$ 32.55	6.00	\$ 195.30	6.00	\$ 195.30
94	RELO EX SIGN PLATE ON EX POST	2.00	EA	\$ 63.00	2.00	\$ 126.00	2.00	\$ 126.00
95	RELO EX SIGN PLATE & POST	1.00	EA	\$ 63.00	2.00	\$ 126.00	2.00	\$ 126.00
96	RR CROSSING SYMBOLS-NEW LAYOUT		EA	\$ 136.50	3.00	\$ 409.50	3.00	\$ 409.50
97	COVER NO HORN SIGNS		EA	\$ 15.75	6.00	\$ 94.50	6.00	\$ 94.50

Current Estimate Total	\$ 47,603.25
Less Retainage	\$ 4,760.33
Current Estimate Due	\$ 42,842.92

Contract Summary

Original contract amount	\$ 86,173.85
Approved changes	\$ 12,757.45
Revised contract amount	\$ 98,931.30
Invoiced to date	\$ 92,708.35
Percent billed	93.71%
Retainage balance	\$ 9,270.84

O.K. to pay
05.71.0824.03
BNK
11-7-2013



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

A.8.
INVOICE

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300, Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 101709
Date 10/30/2013
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from September 23, 2013 through October 27, 2013

P.O. #14-0098

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	10,519.20
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	345.37
Total	10,864.57

Invoice total 10,864.57

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
101709	10/30/2013	10,864.57	10,864.57				
	Total	10,864.57	10,864.57	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay
05.71.0871.02
JMK
11/8/2013

Consent Agenda 11/19/13

October 31, 2013

Project No: 2011.519.03.I

Invoice No: 37286

John Kottmann
City of La Vista
9900 Portal Road
LaVista, NE 68128

Project 2011.519.03.I LaVista NE City of - Thompson Ck Outreach

Professional Services through October 31, 2013

Professional Personnel

	Hours	Rate	Amount	
Landscape Architect	10.50	83.00	871.50	
Project Coordinator	1.50	72.00	108.00	
Totals	12.00		979.50	
Total Labor				979.50

Consultants

RDG Schutte Wilscam Birge Inc.	1,885.00	
Thompson, Dreessen & Dornier, Inc.	750.00	
Total Consultants	2,635.00	2,635.00

Reimbursable Expenses

Printing	122.11	
Travel	12.43	
Total Reimbursables	134.54	134.54

Billing Limits

	Current	Prior	To-Date
Total Billings	3,614.50	3,681.25	7,295.75
Limit			39,300.00
Remaining			32,004.25

Total this Invoice \$3,749.04

Outstanding Invoices

Number	Date	Balance
37270	9/30/2013	3,860.50
Total		3,860.50

O.K. to pay
02.43.0505
JMK



INVOICE

E-BUSINESS COPY

A. 10.

INVOICE NUMBER : 90085035
AMOUNT : \$ 7,702.50
DATE : 10/31/2013

MAKES CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

1006528
CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA NE 68128
USA

FOR FURTHER INFORMATION:
BNSF FINANCIAL SERVICES - CSC
BNSF RAILWAY COMPANY
3001 LOU MENK DR
FORT WORTH, TX 76131-2800

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

CONTRACT NO: NC20027471 SEQ: 212

MONTHS ACCOUNTS: 10/2013
SERVICE FROM : 09/01/2013
SERVICE TO : 09/30/2013
CBC : 212

DIRECT INQUIRIES TO:
CONTACT NAME: Kenneth Sotelo
PHONE NUMBER: 8173522209
DIRECT INQUIRIES TO:
Kenneth Sotelo 817 352 2209

FLAGGING PROTECTION - QUIET ZONE CROSSING IMPROVEMENT ON BNSF AT 126TH STREET, WEST GILES ROAD, AND 132ND STREET.

PROJECT NO: 09-025

JKOTTMANN@CITYOFLAVISTA.ORG

CONTACT INFORMATION:

CUSTOMER DATA:
NAME : JOHN KOTTMANN
PHONE : 402-331-8927

BNSF DATA:
NAME : JOSHUA DOWDING
LOCATION : LINCOLN, NE
PHONE : 402-580-0599

APPROX START DATE : 09/16/2013
LOCATION : LA VISTA, NE
BEGINNING MILE POST. 29.739

APPROX END DATE: 09/30/2013
LINE SEGMENT : 137
ENDING MILE POST. 29.739

INVOICE TOTAL:	\$ 7,702.50
----------------	-------------

Payment due within 30 days of invoice unless otherwise authorized by contract or other written agreement.
A finance charge will be assessed for late payment. Current interest is 12% per annum.

O.K. to pay
05.71.0824.03
JMK
11-11-2013

Consent Agenda 11/19

WBS #: B208528

LABOR

CENTER	NAME	HOURS	DATE	RATE	AMOUNT
22559	KRILEY, MARK	8.000	09/16/2013	87.54	700.30
22559	KRILEY, MARK	8.000	09/17/2013	87.54	700.30
22559	KRILEY, MARK	8.000	09/18/2013	87.54	700.30
22559	KRILEY, MARK	8.000	09/19/2013	87.45	699.62
22559	KRILEY, MARK	8.000	09/23/2013	87.54	700.30
22559	KRILEY, MARK	8.000	09/24/2013	87.54	700.30
22559	KRILEY, MARK	8.000	09/25/2013	87.54	700.30
22559	KRILEY, MARK	8.000	09/30/2013	87.54	700.30

LABOR TOTAL: \$5,601.72

LABOR OT

CENTER	NAME	HOURS	DATE	RATE	AMOUNT
22559	KRILEY, MARK	1.000	09/16/2013	131.29	131.29
22559	KRILEY, MARK	1.000	09/17/2013	131.29	131.29
22559	KRILEY, MARK	0.500	09/17/2013	131.26	65.63
22559	KRILEY, MARK	1.000	09/18/2013	131.29	131.29
22559	KRILEY, MARK	1.000	09/19/2013	131.29	131.29
22559	KRILEY, MARK	2.000	09/19/2013	131.33	262.65
22559	KRILEY, MARK	2.000	09/23/2013	131.33	262.65
22559	KRILEY, MARK	1.000	09/23/2013	131.29	131.29
22559	KRILEY, MARK	1.500	09/24/2013	131.30	196.95
22559	KRILEY, MARK	1.000	09/24/2013	131.29	131.29
22559	KRILEY, MARK	1.000	09/25/2013	131.29	131.29
22559	KRILEY, MARK	1.000	09/25/2013	131.29	131.29
22559	KRILEY, MARK	1.000	09/30/2013	131.29	131.29
22559	KRILEY, MARK	1.000	09/30/2013	131.29	131.29

LABOR OT TOTAL: \$2,100.78

WBS # B208528 TOTAL: \$7,702.50

INVOICE TOTAL: \$7,702.50

THIS BILL REPRESENTS ONLY CHARGES RECEIVED TO DATE.

FURTHER BILLS MAY BE ISSUED SHOULD ADDITIONAL
CHARGES BE RECEIVED SUBSEQUENT TO THIS BILLING

A-11.



Leaders at the Core of Better Communities

ICMA Federal ID# 362167755

Current Exp. Date: 11/30/2013

Third Notice

Bob Lausten
City of La Vista
8116 Park View Blvd
La Vista NE 68128-2132

RE: Comparative Performance Measurement Program Renewal Invoice

The ICMA Center for Performance Measurement was created to help cities and counties obtain accurate, fair, and comparable data about the quality and efficiency of service delivery to their citizens. It is grounded in the belief that appointed managers, elected officials, department heads, staff and citizens all need a way to assess how well government services are being delivered and to establish priorities for the future.

Below is the invoice for your annual participation in ICMA's Center for Performance Measurement. To avoid an interruption in program services please remit payment with the invoice to address below.

*** INVOICE ***

Date: 11/3/2013	Invoice Number: CPM9742913	Customer ID: 97429	New Expire Date: 11/30/2014
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City of La Vista
8116 Park View Blvd
La Vista, NE 68128-2132

Renewal Amount: \$5,550.00

If you believe that you have received this notice in error or have questions about program fees, please contact me at nwade@icma.org or 202-962-3562.

*ok to pay
R. Lausten
08.81.0303*

To pay by credit card, MasterCard _____ Visa _____ American Express _____
please complete this section: Account Number: _____ Exp. Date: _____
Signature: _____

RETURN THIS ENTIRE FORM AND PAYMENT TO:

Fax to: 202-962-3678

ICMA, Attn: Nikiah Wade, 777 North Capitol Street, NE, Ste. 500, Washington, D.C., 20002-4201

Make checks payable, in US Dollars only, to ICMA

Consent Agenda

ACCOUNTS PAYABLE CHECK REGISTER

A.12.

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL

1	Bank of Nebraska (600-873)								
46287	Payroll Checks								
Thru 46289									
46290	Gap in Checks								
Thru 112761									
112762	11/06/2013	1840	NE DEPT OF MOTOR VEHICLE-94789		6.60				**MANUAL**
112763	11/06/2013	3511	TAB HOLDING COMPANY INC		40,594.59				**MANUAL**
112764	11/06/2013	4653	RDG PLANNING & DESIGN		3,860.50				**MANUAL**
112765	11/06/2013	4018	KISSEL/E & S ASSOCIATES		9,864.80				**MANUAL**
112766	11/06/2013	143	THOMPSON DREESSEN & DORNER		2,425.10				**MANUAL**
112767	11/06/2013	3739	FELSBURG HOLT & ULLEVIG		16,212.66				**MANUAL**
112768	11/06/2013	143	THOMPSON DREESSEN & DORNER		2,581.00				**MANUAL**
112769	11/06/2013	4924	UNIVERSITY OF NEBRASKA-OMAHA		2,860.00				**MANUAL**
112770	11/11/2013	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		437.00				**MANUAL**
112771	11/11/2013	4867	VAN RU CREDIT CORPORATION		40.27				**MANUAL**
112772	11/19/2013	4354	A-RELIEF SERVICES INC		350.00				
112773	11/19/2013	3983	ABE'S PORTABLES INC		95.00				
112774	11/19/2013	762	ACTION BATTERIES UNLTD INC		288.72				
112775	11/19/2013	4937	ACTIVE NETWORK, INC		583.00				
112776	11/19/2013	3344	AIM		3,336.00				
112777	11/19/2013	571	ALAMAR UNIFORMS		138.48				
112778	11/19/2013	1973	ANN TROE		835.00				
112779	11/19/2013	557	APWA-AMER PUBLIC WORKS ASSN		72.54				
112780	11/19/2013	841	BARR-THORP ELECTRIC CO INC		431.25				
112781	11/19/2013	1839	BCDM-BERINGER CIACCIO DENNELL		157.50				
112782	11/19/2013	634	BEST ACCESS SYSTEMS DIVISION		23.26				
112783	11/19/2013	4781	BISHOP BUSINESS EQUIPMENT		889.67				
112784	11/19/2013	196	BLACK HILLS ENERGY		52.62				
112785	11/19/2013	4711	BOMA/OMAHA		40.00				
112786	11/19/2013	2209	BOUND TREE MEDICAL LLC		193.34				
112787	11/19/2013	1242	BRENTWOOD AUTO WASH		133.00				
112788	11/19/2013	4494	BRIDGESTONE GOLF INC		300.00				
112789	11/19/2013	3128	BRYAN ROCK PRODUCTS		4,438.62				
112790	11/19/2013	2625	CARDMEMBER SERVICE-ELAN		.00	**CLEARED**	**VOIDED**		
112791	11/19/2013	2625	CARDMEMBER SERVICE-ELAN		.00	**CLEARED**	**VOIDED**		
112792	11/19/2013	2625	CARDMEMBER SERVICE-ELAN		.00	**CLEARED**	**VOIDED**		
112793	11/19/2013	2625	CARDMEMBER SERVICE-ELAN		6,957.42				
112794	11/19/2013	1753	CED - MISSION		6.63				
112795	11/19/2013	3336	CELEBRITY STAFFING-OMAHA		1,689.00				
112796	11/19/2013	219	CENTURY LINK		37.50				
112797	11/19/2013	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
112798	11/19/2013	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
112799	11/19/2013	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
112800	11/19/2013	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
112801	11/19/2013	83	CJ'S HOME CENTER		1,163.73				
112802	11/19/2013	3186	CLASSIC REFRIGERATION		91.98				
112803	11/19/2013	2593	COMPUTER SOLUTIONS INC		170.40				
112804	11/19/2013	313	CONRECO INCORPORATED		55.00				

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
112805	11/19/2013	4615	CONSOLIDATED MANAGEMENT	278.00					
112806	11/19/2013	4435	CORE PRODUCTS USA	664.16					
112807	11/19/2013	836	CORNHUSKER INTL TRUCKS INC	95.73					
112808	11/19/2013	4441	CPESC-CERTIFIED PROFESSIONAL	100.00					
112809	11/19/2013	23	CUMMINS CENTRAL POWER LLC	885.04					
112810	11/19/2013	3136	D & D COMMUNICATIONS	186.30					
112811	11/19/2013	4863	D & K PRODUCTS	364.93					
112812	11/19/2013	846	DATA TECHNOLOGIES INC	11,385.87					
112813	11/19/2013	59	DITCH WITCH OF OMAHA	218.40					
112814	11/19/2013	49	DOUBLE K FEED INC	150.00					
112815	11/19/2013	159	DXP ENTERPRISES INC	547.22					
112816	11/19/2013	4663	EN POINTE TECHNOLOGIES SALES	328.20					
112817	11/19/2013	1042	FELD FIRE	600.00					
112818	11/19/2013	1245	FILTER CARE	38.75					
112819	11/19/2013	1254	FLEETPRIDE	198.42					
112820	11/19/2013	3415	FOCUS PRINTING	355.00					
112821	11/19/2013	3656	GENERAL FIRE & SAFETY EQUIP CO	460.00					
112822	11/19/2013	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**			
112823	11/19/2013	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**			
112824	11/19/2013	966	GENUINE PARTS COMPANY-OMAHA	910.97					
112825	11/19/2013	1660	GODFATHER'S PIZZA	79.33					
112826	11/19/2013	285	GRAYBAR ELECTRIC COMPANY INC	236.50					
112827	11/19/2013	4938	GUERRERO, ROGER	160.00					
112828	11/19/2013	1044	H & H CHEVROLET LLC	50.74					
112829	11/19/2013	4940	HARRIS COMPUTER SYSTEMS	2,551.23					
112830	11/19/2013	4422	HAWKEYE TRUCK EQUIPMENT	1,056.49					
112831	11/19/2013	3681	HEARTLAND TIRES AND TREADS	93.20					
112832	11/19/2013	2407	HEIMES CORPORATION	393.64					
112833	11/19/2013	797	HOBBY LOBBY STORES INC	58.06					
112834	11/19/2013	136	HUNTEL COMMUNICATIONS, INC	130.00					
112835	11/19/2013	1498	INDUSTRIAL SALES COMPANY INC	14.49					
112836	11/19/2013	4797	INTERNATIONAL EROSION CONROL	170.00					
112837	11/19/2013	1896	J Q OFFICE EQUIPMENT INC	53.76					
112838	11/19/2013	2394	KRIHA FLUID POWER CO INC	167.11					
112839	11/19/2013	1241	LEAGUE ASSN OF RISK MGMT	899.22					
112840	11/19/2013	3913	LITTLE FALLS MACHINE INC	429.55					
112841	11/19/2013	1573	LOGAN CONTRACTORS SUPPLY	4,590.00					
112842	11/19/2013	263	LOVELAND GRASS PAD	516.52					
112843	11/19/2013	4560	LOWE'S CREDIT SERVICES	297.65					
112844	11/19/2013	838	LYMAN-RICHEY SAND & GRAVEL CO	186.38					
112845	11/19/2013	919	MARTIN MARIETTA AGGREGATES	925.85					
112846	11/19/2013	1132	METAL DOORS AND HARDWARE CO	640.00					
112847	11/19/2013	153	METRO AREA TRANSIT	545.00					
112848	11/19/2013	2497	MID AMERICA PAY PHONES	50.00					
112849	11/19/2013	184	MID CON SYSTEMS INCORPORATED	454.80					
112850	11/19/2013	4085	MNJ TECHNOLOGIES	.00	**CLEARED**	**VOIDED**			
112851	11/19/2013	4085	MNJ TECHNOLOGIES	2,165.00					
112852	11/19/2013	2229	MOORE, WAYNE	20.00					
112853	11/19/2013	288	MOTOROLA SOLUTIONS INC	264.00					
112854	11/19/2013	2550	MSC INDUSTRIAL SUPPLY CO	30.97					
112855	11/19/2013	1028	NATIONAL EVERYTHING WHOLESALE	486.08					
112856	11/19/2013	3871	NATIONAL RESEARCH CENTER INC	1,950.00					
112857	11/19/2013	4703	NEBRASKA ENVIRONMENTAL PRODS	470.25					

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
112858	11/19/2013	4866	NEBRASKA HUMANE SOCIETY	100.00			
112859	11/19/2013	4758	NEWMAN, DAVID A	500.00			
112860	11/19/2013	179	NUTS AND BOLTS INCORPORATED	64.94			
112861	11/19/2013	1831	O'REILLY AUTOMOTIVE STORES INC	129.19			
112862	11/19/2013	1014	OFFICE DEPOT INC	822.24			
112863	11/19/2013	79	OMAHA COMPOUND COMPANY	116.61			
112864	11/19/2013	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
112865	11/19/2013	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
112866	11/19/2013	195	OMAHA PUBLIC POWER DISTRICT	51,581.72	**CLEARED**	**VOIDED**	
112867	11/19/2013	46	OMAHA WORLD HERALD COMPANY	418.61			
112868	11/19/2013	167	OMNI	1,691.95	**CLEARED**	**VOIDED**	
112869	11/19/2013	4815	ONE CALL CONCEPTS INC	303.05			
112870	11/19/2013	3039	PAPILLION SANITATION	1,136.11			
112871	11/19/2013	2686	PARAMOUNT LINEN & UNIFORM	303.36			
112872	11/19/2013	1769	PAYLESS OFFICE PRODUCTS INC	179.94			
112873	11/19/2013	1821	PETTY CASH-PAM BUETHE	237.20			
112874	11/19/2013	1784	PLAINS EQUIPMENT GROUP	108.12			
112875	11/19/2013	1237	POLICE CHIEF'S ASSN OF NEBR	50.00			
112876	11/19/2013	3469	RAMIREZ, JOHN	20.00			
112877	11/19/2013	191	READY MIXED CONCRETE COMPANY	3,009.28			
112878	11/19/2013	292	SAM'S CLUB	511.82			
112879	11/19/2013	4641	SHRED-SAFE LLC 2011-2012	45.00			
112880	11/19/2013	1149	STATE FIRE MARSHAL	200.00			
112881	11/19/2013	3069	STATE STEEL OF OMAHA	328.93			
112882	11/19/2013	4646	SUPERCO SPECIALTY PRODUCTS	199.50			
112883	11/19/2013	4539	SWANK MOTION PICTURES INC	371.00			
112884	11/19/2013	913	TARGET BANK	32.61			
112885	11/19/2013	1122	TURF CARS LTD	1,417.99			
112886	11/19/2013	3735	TY'S OUTDOOR POWER & SVC INC	65.80			
112887	11/19/2013	2426	UNITED PARCEL SERVICE	6.86			
112888	11/19/2013	2455	UNITED RENT-ALL	234.58			
112889	11/19/2013	809	VERIZON WIRELESS	580.37			
112890	11/19/2013	78	WASTE MANAGEMENT NEBRASKA	418.00			
112891	11/19/2013	258	WATKINS CONCRETE BLOCK CO INC	94.50			
112892	11/19/2013	3150	WHITE CAP CONSTR SUPPLY/HDS	95.00			
112893	11/19/2013	968	WICK'S STERLING TRUCKS INC	282.66			
112894	11/19/2013	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
112895	11/19/2013	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
112896	11/19/2013	195	OMAHA PUBLIC POWER DISTRICT	51,500.13			
112897	11/19/2013	167	OMNI	1,773.54			
572401			Payroll Checks				
Thru 591601							
BANK TOTAL				204,971.93			
OUTSTANDING				204,971.93			
CLEARED				53,273.67			
VOIDED				53,273.67			
FUND				TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL FUND			117,005.48	117,005.48	.00	50,910.62
02	SEWER FUND			18,094.75	18,094.75	.00	559.56

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
05	CONSTRUCTION			61,813.35		61,813.35		.00	.00
08	LOTTERY FUND			3,166.51		3,166.51		.00	.00
09	GOLF COURSE FUND			3,998.07		3,998.07		.00	909.72
15	OFF-STREET PARKING			893.77		893.77		.00	893.77
REPORT TOTAL						204,971.93			
OUTSTANDING						204,971.93			
CLEARED						53,273.67			
VOIDED						53,273.67			
+Gross Payroll 11/2/13						258,492.81			
						<u>\$463,464.74</u>			

APPROVED BY COUNCIL MEMBERS 11/19/13

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2013 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE SNOW PLOW WEAR BLADES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of various snow plow wear blades from Michael Todd & Company, Inc., Omaha, Nebraska in an amount not to exceed \$6,295.63.

FISCAL IMPACT

The FY 2013/14 General Fund budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The proposed purchase of snow plow wear blades is for a combined total of 25 dump trucks, loaders, backhoes and pickup trucks. Michael Todd remains the most competitive bid since there is no shipping included with the order.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF VARIOUS SNOW PLOW WEAR BLADES FROM MICHAEL TODD & COMPANY INC., OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$6,295.63.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of various snow plow wear blades is necessary; and

WHEREAS, the FY 2013/14 General Fund Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of various snow plow wear blades from Michael Todd & Company Inc., Omaha, Nebraska in an amount not to exceed \$6,295.63.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2013 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE OF APEX LIQUID DEICER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of APEX Liquid Deicer from Enviro Tech Services Inc., Greeley, Colorado, for an amount not to exceed \$10,000.

FISCAL IMPACT

They FY 2013/14 General Fund Budget provides funds for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The liquid deicer is used by the Public Works Department for winter operations. Orders are placed off the purchase order at different times during the winter season as needed. Any remaining balance on the purchase order will be voided out prior to the end of the fiscal year.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF APEX LIQUID DEICER FROM ENVIRO-TECH SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$10,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of liquid deicer is necessary; and

WHEREAS, the FY 2013/14 General Fund Budget provides funding for this purchase; and

WHEREAS, orders for the ice liquid deicer will be placed at different times during the winter season; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of APEX Liquid Deicer in an amount not to exceed \$10,000.00.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2013 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE OF ICE CONTROL SALT AND ICE SLICER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of Ice Control Salt and Ice Slicer from Nebraska Salt & Grain Co., Gothenburg, Nebraska, for an amount not to exceed \$40,000.00.

FISCAL IMPACT

The FY 2013/14 General Fund Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The ice control salt and ice slicer are used by Public Works for winter operations. Purchases will be made throughout the year on an as-needed basis.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT AND ICE SLICER FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG NEBRASKA IN AN AMOUNT NOT TO EXCEED \$40,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt and ice slicer is necessary; and

WHEREAS, the FY 2013/14 General Fund Budget provides funding for this purchase; and

WHEREAS, ice control salt and ice slicer are necessary for public works winter operations; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt and ice slicer from Nebraska Salt & Grain Company, Gothenburg Nebraska in an amount not to exceed \$40,000.00.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2013**

Subject:	Type:	Submitted By:
RESTATEMENT OF MUNICIPAL RETIREMENT PLANS	◆ RESOLUTION (2) ◆ ORDINANCE (2) RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

Ordinances have been prepared to amend and restate the retirement plans for public safety employees (police officers and firefighters) and resolutions has been prepared to amend and restate the retirement plans for general employees and the city administrator.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

IRS guidelines require that governmental pension plans must be restated to incorporate all amendments and changes in the tax laws and related guidance by January 31, 2014. The appropriate adoption agreements and the Basic Plan Documents have been prepared by the City Attorney for your consideration. Following is a synopsis of the primary changes made to the restated Basic Plan Documents and the accompanying Adoption Agreements since they were last restated in 2008.

The documents:

1. Incorporate the Pension Protection Act of 2006; Worker, Retiree and Employer Recovery Act of 2008; Heroes Earnings Assistance and Relief Tax Act of 2008; and additional IRS guidance, including additional provisions related to limitations on benefits and contributions, protections for employees who die or become disabled while on military duty, updated required minimum distributions rules, qualified domestic relations orders and clarification regarding expanded distribution rollover rules.
2. Incorporate the 2012 changes to police plans by the Nebraska Legislature that provide increased employee and employer contributions (from 6% to 07%) phased in over two years, and faster vesting on employer contributions (from 10 to 7 years).

The Plans will be scheduled to again be restated in 2018. Amendments may be required in the interim for changes in tax or other laws.

Copies of the adoption agreements are included in the packet. The Plan and Trust Agreements are available for review in the office of the City Clerk.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND AND RESTATE THE CITY OF LA VISTA POLICE OFFICERS RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019 ("Police Retirement Plan Statutes"), the City maintains the City of La Vista Police Officers Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including without limitation the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008, and changes to the Police Retirement Plan Statutes. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND AND RESTATE THE CITY OF LA VISTA FIREFIGHTERS RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1020 through and including 16-1042, the City maintains the City of La Vista Firefighters Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including without limitation the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND AND RESTATE THE CITY OF LA VISTA GENERAL EMPLOYEES DEFINED CONTRIBUTION PENSION PLAN AND TRUST, AND TO AUTHORIZE FURTHER ACTIONS.

BE IT RESOLVED:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and Council of the City of La Vista maintain the City of La Vista General Employees Defined Contribution Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including without limitation the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008 and subsequent legislation. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and hereby makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND AND RESTATE THE CITY OF LA VISTA CITY ADMINISTRATORS' DEFINED CONTRIBUTION PENSION PLAN AND TRUST, AND TO AUTHORIZE FURTHER ACTIONS.

BE IT RESOLVED:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and Council of the City of La Vista maintain the City of La Vista City Administrators' Defined Contribution Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including without limitation the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008 and subsequent legislation. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and hereby makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ADOPTION AGREEMENT

CITY OF LA VISTA

POLICE OFFICERS RETIREMENT

PLAN AND TRUST

**TO BE USED WITH
BASIC MUNICIPAL EMPLOYEES PLAN AND TRUST AGREEMENT**

THIS IS TO CERTIFY THAT:

The following actions were adopted by ordinance of the City of La Vista, Nebraska, by its City Council, at a meeting thereof duly called and held on _____, 20__:

ORDAINED,

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019 ("Police Retirement Plan Statutes"), the City maintains the City of La Vista Police Officers Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including without limitation the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008, and changes to the Police Retirement Plan Statutes. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be

necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

This Adoption Agreement is the Adoption Agreement referred to in the foregoing actions, and the designations and elections hereinafter set forth are those made by the City in accordance with said actions, to-wit:

A. ESTABLISHMENT, EFFECTIVE DATE, AND CITY DATA:

- (1) ___ establishes on _____, _____, a Retirement Plan and Trust to be known as _____
Plan and Trust ("Plan") effective _____, _____ (Effective Date).
- OR
- (2) X amends, restates and continues the City of La Vista Police Officers Retirement Plan and Trust, ("Plan"), originally established on May 1, 1973. This amendment and restatement is effective January 1, 2004, unless otherwise specified herein or in the Basic Plan Document or required under applicable law or regulations or guidance thereunder. (Supplemental Effective Date).
- (3) City's Address:
Street: 8116 Park View Blvd
City, State, Zip Code: La Vista, Nebraska 68128
Attention: Pam Buethe, City Clerk
Telephone: (402) 331-4343
- (4) Retirement Committee: As designated from time to time pursuant to Section 12.3(i) of the Basic Plan Document.
- (5) Plan Administrator: the City of La Vista, with the exception of any administrative functions expressly delegated from time to time to the Retirement Committee herein or in or under the Basic Plan Document or otherwise by ordinance of the Mayor and City Council..
- (6) City's Taxpayer Identification No.: 47-6050031
- (7) City's Fiscal Year: October 1 – September 30

- (8) The Plan serial number ("PN") assigned to this Plan by the City for reporting and disclosure purposes is: 001
- (9) The last day of the Plan Year shall be December 31 and the Annual Valuation Date shall be December 31 [Sections 1.1.26 and 1.1.4]
- (10) The last day of the Plan's Limitation Year shall be December 31 [Section 1.1.20] *(All qualified retirement plans maintained by the City shall have the same Limitation Year.)*

B. ELIGIBILITY REQUIREMENTS

- (1) **Age Requirement.** The minimum age which each Employee must attain before becoming a Participant in the Plan is age N/A.
- (2) **Service Requirement.** To become a Participant in the Plan, each Employee must complete at least N/A year(s) of Eligibility Service. *(Not Applicable for Police and Fire Plans. Not more than five (5) years for other Plans.)* If year(s) of service selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.
- (3) The computation period for Eligibility Service will be *(Not Applicable for Fire and Police Plans)* Check One: N/A

_____ as set forth in Section 1.1.9(a)(i), the year beginning with the date the Employee first performs an Hour of Service and then Plan Years.

_____ as set forth in Section 1.1.9(a)(ii), based upon years commencing on the date the Employee first performs an Hour of Service and anniversaries thereof.

Upon reemployment, former Participants shall again participate in the Plan under the immediate reentry rule of Section 2.2.

- (4) Plan Entry Date shall be *(check one)*:
 - X (a) the first day of service in Recognized Employment with the City *(Police and Fire Plans)*.
 - _____ (b) the first day _____ (specify period *e.g.*, the week, month, etc., but not more than six months) following the Employee's satisfaction of the Eligibility Requirements [Section 2.1(d)]

- ___ (c) the first day of the Plan Year in which the Employee first satisfies the Eligibility Requirements. [Section 2.1(c)]
- ___ (d) the first day of the first month or the first day of the seventh month of the Plan Year, whichever occurs first, following the Employee's satisfaction of the Eligibility Requirements. [Section 2.1(b)]
- ___ (e) Other _____

(5) **Recognized Employment.** Recognized Employment is service in the employment of the City in those job classifications indicated below (*place "X" on blank(s) indicating selection*): [Section 1.1.30]

- X (a) All Employees of the City employed as police officers.
- ___ (b) All Employees of the City employed as fire fighters.
- ___ (c) All Employees of the City as that term is defined in Section 1.1.10.
- ___ (d) All common law Employees of the City.
- ___ (e) Salaried Employees of the City.
- ___ (f) Hourly Employees of the City.
- ___ (g) Employees who are not covered by any retirement plan established by the City.
- ___ (h) Other *specify*): _____

(6) **Participation Election:** (*check one*)

Employees and Participants

___ have

X do not have (*Police and Fire*)

a participation election provided in Section 3.3(b).

C. MANDATORY EMPLOYEE CONTRIBUTIONS

[Section 3.1]

- (1) **Amount of Contribution.** The Employee contribution to the Trustee for each Plan Year shall be:

- ☒ (a) (i) Through September 30, 2013, a sum equal to six percent (6%) of his or her Salary,
(ii) Beginning October 1, 2013 through September 30, 2015, a sum equal to six and one-half percent (6 ½ %) of his or her Salary, and
(iii) Beginning October 1, 2015, a sum equal to seven percent (7%) of his or her Salary. *(Police)*

☐ (b) Six and one-half percent (6 1/2%) of his or her Salary. *(Fire)*

☐ (c) Other: _____

- (2) **Employee Contributions:**

☒ shall *(Police and Fire)*

☐ shall not

be picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code.

D. VOLUNTARY EMPLOYEE CONTRIBUTIONS

☒ shall *(Police and Fire)*

☐ shall not

be permitted to the maximum amount allowed under the Internal Revenue Code.

E. ALLOCATION OF CITY CONTRIBUTIONS AND FORFEITURES

[Sections 3.2 and 6.4]

- (1) **Amount of Contribution.** Subject to the limitations of Section 3, the City's contribution to the Trustee for each Plan Year shall be: *(Select one option only. Complete blanks as applicable.)*

- ☒ (a) To the Employer Account of each Participant, a sum equal to 100% of the amounts deducted from the Participant's periodic Salary as Mandatory Employee Contributions above (effective April 16, 2012). *(Police)*

___ (b) Thirteen percent (13%) of each Participant's Salary. *(Fire)*

___ (c) Other: _____

Treatment of Forfeitures: *(Select one unless Item I(2)(a) is elected in which case this provision does not apply.) [Sections 6.4.1 and 6.4.2]*

X (a) Forfeitures shall first be used to pay administration costs of the Plan and then used to reduce City contributions. *(Police)*

___ (b) Forfeitures shall be allocated to the Unallocated Employer Account, and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. *(Fire)*

___ (c) Forfeitures will be added to the City contribution for allocation.

___ (d) Forfeitures will reduce City contributions.

(2) Is the Plan integrated with Social Security?

___ Yes X No *(Police and Fire)*

(If yes, complete items E, 3-6 and 11; if no, complete items E, 7-11).

NOTE: Items E, 3-6 and 11 relate to an integrated plan. Contributions are allocated pursuant to Section 3 of the Plan.

(3) "Recognized Compensation" shall be defined to mean all of each Participant's: *(place "X" to indicate selection)*

___ (a) W-2 earnings; or,

___ (b) Wages as defined in Code Section 3401(a); or

___ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;

___ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below *(select all that apply):*

- ____ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
- ____ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- ____ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*):
- ____ (a) For nonhighly compensated Employees only; or
- ____ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period ____.
- ____ (4) Apply the administrative delay ("first few weeks") rule (*Section 3.6.9(b)-4*); and/or
- ____ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- ____ (e) Other _____

which is actually paid to the Participant during

____ the Plan Year

____ the taxable year ending with or within the Plan Year

____ the Limitation Year ending with or within the Plan Year.

____ a consecutive 12-month period ending with or within the Plan Year beginning with the ____ day of _____ (*enter month*).

Recognized Compensation

____ shall include

____ shall not include

Employee contributions picked up by the City under Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (4) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]:

____ shall

___ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (5) "Integration Level" is defined as *(place "X" next to definition selected and complete appropriate blanks)*

___ (a) For any Plan Year, an amount equal to \$___ *(insert stated dollar amount not to exceed the Taxable Wage Base in effect at the beginning of the Plan Year)*.

___ (b) For any Plan Year, an amount equal to ___% *(not more than 100%)* of the Taxable Wage Base in effect at the beginning of the Plan Year.

___ (c) For any Plan Year, an amount equal to the lesser of: (i) \$___ *(insert stated dollar amount)*; or (ii) the Taxable Wage Base in effect beginning at the Plan Year.

- (6) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year (check one) :

___ shall

___ shall not

share in the City contribution and reallocation of the forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

___ death

___ retirement at or after Normal Retirement Date

___ disability.

NOTE: Items E, 7-11 relate to a nonintegrated plan. Contributions are allocated directly on Recognized Compensation. (Section 3.3(b)).

- (7) Subject to limitations in Item (7) or (8) or as otherwise provided in Section 1 of the Basic Plan Document, "Recognized Compensation" shall be defined to mean all of each Participant's *(place "X" to indicate selection, check only one)*

___ (a) W-2 earnings;

___ (b) Wages as defined in Code Section 3401(a); or

- ___ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- ___ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below *(select all that apply)*:
- ___ (1) Exclude leave cashouts and deferred compensation *(Section 3.6.9(b)-3(b))*
- ___ (2) Include military continuation payments *(Section 3.6.9(b)-3(c))*
- ___ (3) Include disability continuation payments *(Section 3.6.9(b)-3(d))*:
- ___ (a) For nonhighly compensated Employees only; or
- ___ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period ____.
- ___ (4) Apply the administrative delay ("first few weeks") rule *(Section 3.6.9(b)-4)*; and/or
- ___ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- X (e) Salary as that term is defined in Section 1.1.36(a) of the Plan *(Police)*;
- ___ (f) Salary as that term is defined in Section 1.1.36(b) of the Plan *(Fire)*; or
- ___ (f) Other _____

which is actually paid to the Participant during

X the Plan Year.

___ the taxable year ending with or within the Plan year.

___ the Limitation Year ending with or within the Plan year.

Recognized compensation (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

_____ shall include

_____ shall not include

Employee contributions picked up by the City pursuant to Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code. (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

- (8) "Recognized Compensation" shall not include: (*place "X" to indicate exclusion(s) and complete blank, if applicable*) N/A

_____ (a) overtime, shift, holiday and vacation pay

_____ (b) bonuses

_____ (c) commissions, but not more than the first \$_____ thereof
(*insert dollar limitation desired, if any*)

_____ (d) overtime, callback pay, clothing allowances and other such benefits reported on Employee federal withholding statement
(*Fire*).

- (9) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]:

_____ shall

X shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (10) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year. (*Check one*):

X shall (*Police and Fire*)

_____ shall not

share in the City contribution and reallocation of forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

☐ death

☐ retirement at or after their Normal Retirement Date

☐ disability

(11) Forfeitures will be reallocated *[Sections 6.4.2 and 6.4.3]*

☒ as of the following Valuation Date

☐ after a Participant incurs 5 consecutive One Year Breaks in Service or his Account is no longer subject to restoration.

F. INTEREST

☒ shall

☐ shall not

be paid on Employer Contributions pursuant to Section 3.2(a)(ii) of the Plan.

G. WITHDRAWAL OF PRIOR VOLUNTARY CONTRIBUTIONS

If this Plan or a predecessor plan previously permitted Voluntary Contributions, Participants:

☐ are

☒ are not

permitted to withdraw their voluntary contributions before an Event of Maturity. *[Section 7.9]*

H. ROLLOVERS

(1) Rollover contributions by Participants *[Section 3.5]*

☒ are permitted as specified in Section 3.5. In addition to the plans specified in Section 3.5, rollover contributions and direct rollovers may be made from the following types of plans as of the specified effective date(s) *(specify all that apply)*:

X (a) annuity contract described in Code section 403(b), effective for distributions after _____ (December 31, 2001 if no date specified)

X (b) eligible plan under Code section 457(b) which is maintained by a state or political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state, effective for distributions after _____ (December 31, 2001 if no date specified)

_____ Including after-tax employee contributions from the plans or contracts checked above, with separate accounting required for amounts includible and not includible in gross income (select if applicable).

_____ are not permitted

(2) Eligible rollover distribution [Section 7.12]

_____ must

X need not

be distributions that are reasonably expected to total \$200 or more during a year.

I. VESTING OF REGULAR ACCOUNTS

[Section 5]

(1) **Employee Accounts:** Each Employee is fully vested in his or her Employee Account at all times.

(2) **Employer Accounts:** Each Participant's Employer Account shall become Vested in him as follows (*place "X" next to formula selected and complete appropriate blanks*):

_____ (a) **Full and Immediate Vesting.** Each Employer Account shall be fully Vested in him at all times.

X (b) **Graded Vesting.** Each Participant's Employer Account shall be vested in him in accordance with the following schedule (*Choose One*):

When the Participant Has Completed
the Following Vesting Service:

The Vested Portion of
His Regular Account

Will Be:*

— (i) Five Year Vesting:

Less than 1 year	— %
1 year but less than 2 years	— %
2 years but less than 3 years	— %
3 years but less than 4 years	— %
4 years but less than 5 years	— %
5 years or more	100 %

— (ii) Seven Year Vesting*:

Less than 1 year	0 %
1 year but less than 2 years	0 %
2 years but less than 3 years	0 %
3 years but less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100 %

— (iii) Seven Year Special Vesting (Fire):

Less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100%

X (iv) Ten Year Vesting
Amended to Seven
Year Vesting (Police):

	Through June 30, 2012 <u>(10 Yr. Graded)</u>	Beginning July 1, 2012 <u>(7 Yr. Graded)</u>
Less than 2 years	0%	0%
2 years but less than 3 years	0%	40%
3 years but less than 4 years	0 %	40%
4 years but less than 5 years	40 %	60%
5 years but less than 6 years	50 %	80%
6 years but less than 7 years	60 %	80%
7 years but less than 8 years	70 %	100%
8 years but less than 9 years	80 %	
9 years but less than 10 years	90 %	
10 years or more	100 %	

- (3) In determining a Participant's Plan Years of Service, the following periods shall be disregarded: *[Section 1.1.44] (Not Applicable for Police and Fire Plans).*

☐ Yes ☐ No Plan Years prior to the Effective Date of this Plan or a predecessor Plan. *[Yes, 1.1.44(c); No, Section 1.1.44(c)]*

☐ Yes ☐ No Plan Years completed prior to the date upon which the Participant attained age _____ years. *(Insert age, but not greater than age 18.) [Section 1.1.44(e)]*

- (4) Notwithstanding any of the foregoing, each Participant's Employer Account shall be 100% Vested in him upon his attainment of:

☒ (a) 60 *(Police)*

☐ (b) 55 *(Fire)*

☐ (c) Other _____

years of age while in the employment of the City (as a police officer, if this is a Police Plan). *(If no age is entered, it will be assumed Normal Retirement Date was intended.)*

[Section 5.1.2]

- (5) Normal Retirement Date is: *(place "X" next to choice selected)*

[Section 1.1.22]

☐ (a) The Participant's 65th birthday.

☐ (b) The Participant's 65th birthday or, if later, the 5th anniversary of the date the Participant first becomes a Participant.

☒ (c) Age 60 years *(60 for Police; 55 for Fire; Otherwise not greater than the Participant's 65th birthday and not less than age 55.*

- (6) Early Retirement Date is age ____ years. *(Specify age. In-service distribution upon attaining early retirement date is not allowed for a pension plan. Also, this provision is not applicable for Police/Fire Plans – see Section 1.1.34 of Basic Plan for definition of Early Retirement Date for Police or Fire Plan.)*

- (7) An Employee who returns to employment of the City in Covered Employment after terminating service

X shall

 shall not

be permitted to restore his or her Employer Account to the amount on the date of distribution. (*Section 5.1.3 or 6.4.4*)

J. INVESTMENT DIRECTIONS

(1) Participants:

 are

 X are not

permitted to direct the investment of a portion of their accounts into life insurance.

[Section 10.10]

(2) Participant Account Investment Direction *[Section 10.11.2]*

(a) Participants:

 X are

 are not

permitted to direct the investment of their:

 X Employee Accounts (*Required of Police and Fire Plans*)

 X Employer Accounts (*Permitted for all types of plans, with the exception of pre-1984 contributions under Police and Fire Plans, and the Employer Account of pre-1984 hires under Fire Plans.*)

The City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such direction. (*Sections 1.1.35, 4.3 and 10.11*)

(b) Separate Investment Accounts (*Police*)

The City

 X may

 may not

direct the establishment of separate investment accounts for each Participant to allow each Participant to direct the investment of all or a portion of his or her Employee or Employer Account

If in the affirmative, enter name or title of person (or committee) authorized to communicate such directions to the Trustee: Retirement Committee, Mayor, City Administrator or City Clerk. Such directions shall be in writing and the City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such directions.

(3) Investment Direction *[Sections 4.3, 10 and 12]*

(a) The

___ City

___ may

___ may not

X Retirement Committee (*Police and Fire*)

X may

___ may not

direct the Trustee in the investment management of Plan assets.

(4) Participant Loans: *[Section 10.13]*

___ are permitted

X are not permitted

K. INTERNAL REVENUE CODE SECTION 415 LIMITATIONS

[Section 3.6]

If the City maintains or ever has maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could possibly become a Participant, the City must complete this Section. City must also complete this Section if it maintains a welfare benefit fund, as defined in Code section 419(e), an individual medical account, as defined in Code section 415(1)(2), or simplified employer pension, as defined in Code section 408(k) under which amounts are treated as annual additions with respect to any

Participant in this Plan. (Designate whether (1) or (2) applies, and complete as appropriate.)

If a Participant is covered by another qualified plan maintained by the City:

X (1) the provisions of Sections 3.6.4 through 3.6.9 will apply;

OR

____ (2) set forth the method under which the Plans will limit total annual additions or distributions to the maximum permissible amount or benefit, as applicable, and will properly reduce any excess amounts or benefits, in a manner that precludes City discretion.

____ (Use additional continuation pages if alternative limitation rules are to be specified.)

415 Compensation. The definition of Compensation for Code section 415 purposes shall be 415 Safe Harbor Compensation defined in section 3.6.9(b)i of the Plan, unless an alternative definition of compensation is elected below pursuant to section 3.6.9(b)ii of the Plan (*select desired alternative definition*):

____ (1) W-2 Wages; or

X (2) Section 3401(a) Wages

Modifications to 415 Compensation – Compensation for 415 purposes shall include amounts described in Sections 3.6.9(b)-2 and 3.6.9(b)(vi) as “default provisions” unless otherwise elected below (*select all that apply*).

- ____ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
- ____ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- ____ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*)
 - ____ (a) For nonhighly compensated Employees only
 - ____ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period _____.
- ____ (4) Apply the administrative delay (“first few weeks”) rule (*Section 3.6.9(b)-4*)
- ____ (5) Include “deemed” section 125 compensation pursuant to 3.6.9(b)-vi, effective for limitation years beginning on or after January 1, 1998.

L. CREDITING SERVICE (*Complete (1) and (2), as appropriate.*)

X (1) **Hours of Service Method.** [Section 1.1.18] Except as provided in (2) below, for the purpose of determining an Employee's One-Year Breaks in Service [Section 1.1.23], Vesting Service [Section 1.1.44], Eligibility Service [Section 1.1.9] and minimum annual service requirement to share in the City contribution made for a Plan Year [Section 3.3], service will be determined by reference to Hours of Service according to the following: *(check one)*

- X (a) On the basis of the actual recorded hours for which an Employee is paid or entitled to payment.
- (b) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 10 Hours of Service for a day if under Section 1.1.18 such Employee would be certified with at least one hour of service during that day.
- (c) On the basis that, without regard to his actual recorded hours, an Employee shall be credited under 45 Hours of Service for a calendar week if under Section 1.1.18 such Employee would be credited with at least One Hour of Service during that calendar week.
- (d) On the basis of semimonthly payroll periods, an Employee shall be credited with 95 Hours of Service for a semi-monthly payroll period if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that semimonthly payroll period.
- (e) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 190 Hours of Service for a calendar month if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that calendar month.

X (2) **Elapsed Time Method.** [Section 1.2] Notwithstanding (1) above, service will be credited based upon elapsed time for the following purposes: *(check as appropriate)*

- (a) None
- (b) All
- (c) Eligibility (and Eligibility Breaks in Service)
- X (d) Vesting (and Vesting Breaks in Service)(*Police and Fire*)

- ____ (e) Minimum Service for benefit accrual for a Plan Year

M. INVESTMENTS

[Section 10.14(p)]

- (1) All funds of a Plan for police officers or fire fighters must be invested pursuant to the policies established by the Nebraska Investment Council.
- (2) The Trustee's collective investment fund or funds are incorporated by reference into this Agreement, as indicated in Appendix "C" of the Basic Municipal Employees Plan and Trust, or otherwise agreed by the parties in writing from time to time.
- (3) The Trustee is hereby specifically authorized and empowered to invest Plan assets in deposit accounts of _____ which bear a reasonable rate of interest and securities offered by _____ (*name of Trustee or financial institution*). Such specification shall be permitted in any other applicable document related to funding the Plan, which document shall be incorporated herein by this reference.

[Section 4.2]

- (4) **Intermediate Valuation of Accounts.** Participant accounts will be valued for investment purposes as follows: (*select one*)
 - ____ (a) Annually
 - ____ (b) Semi-annually
 - ____ (c) Quarterly
 - ____ (d) Monthly
 - X (e) Daily

N. ACCELERATED DISTRIBUTIONS

The following optional provisions for accelerated distributions may be made available to Plan Participants: (*Select as many as shall apply. Not applicable for Police and Fire Plans; and (1) through (4) not applicable if the Plan is a pension plan.*) [Section 14]
N/A

- ☐ (1) Medical emergency
- ☐ (2) Financial hardships
- ☐ (3) Education expenses
- ☐ (4) Purchase of home
- ☐ (5) After Normal Retirement Date

O. OPTIONAL FORMS OF DISTRIBUTION

The optional forms of benefit payment provided by this Plan are: *(Select as many as apply. If the requirements of Code section 411(d)(6) are applicable (which is not the case if this Plan is a government plan within the meaning of Code section 414(d)), the City may not eliminate optional forms of payment for benefits which have accrued prior to the date of Plan amendment unless said requirements are satisfied.)*

- ☒ (1) a single sum
- ☒ (2) straight life annuity
- ☒ (3) straight life annuity with a guarantee of at least 60 monthly payments
- ☒ (4) annuity payable for life of Participant and annuity to surviving beneficiary of 100%, 75% or 50% as elected by the City.
- ☐ (5) a combination of (1) through (4)
- ☐ (6) if this Plan is a transferee plan, an optional form of distribution provided under the transferor plan which is required to be preserved under Code section 411(d)(6) (and the regulations issued thereunder – which is not the case if this is a government plan under Code section 414(d)) with respect to accrued benefits of any Participant as of the date of transfer. *(Indicate name of transferor plan and date on which prior accrued benefit distribution options are protected)* _____

- ☐ (7) Other (Describe): _____

P. MANDATORY DISTRIBUTION ALTERNATIVES (Section 5.1.3(a)(ii))

The following election is made in lieu of the provisions of Section 5.1.3(a)(ii) reducing the mandatory cash out amount to an amount equal to or less than \$1,000 *(Option for*

plans other than Fire Plans -- Participant consent to distribution is always required for Fire Plans.) (select one):

- ☐ (1) Elimination of Mandatory Cash-Outs. An Employee's Vested Retirement Value will not be distributed upon the Employee's termination of service without the Employee's prior written consent, regardless of amount.
- ☐ (2) Increase Mandatory Cash Out Amount. Upon termination of service, the Employee's Vested Retirement Value will be automatically distributed without the Employee's consent if the Vested Retirement Value is less than \$3,500 if a Police Plan (or not in excess of \$5,000 for plans other than Police or Fire Plans). Said distribution, if greater than \$1,000, will be paid in a direct rollover to an "individual retirement plan" designated by the Plan Administrator if the Employee does not elect to have the distribution paid in a direct rollover directly to an "eligible retirement plan" specified by the Employee in accordance with direct rollover provisions of the Plan, or to receive the distribution directly.

Q. The City shall periodically pay to the Trustee a fee for services rendered according to the Trustee Fee Schedule attached to the Basic Municipal Employees Plan and Trust Agreement as Appendix A or otherwise agreed to by the parties, as incorporated herein by this reference as amended from time to time. The terms of any agreement adopted and executed by the City and Trustee separate and apart from this document and defining rights and duties of the parties to said agreement shall be supplemental and additional to, and incorporated by reference into, this document to the extent not contrary to terms contained herein; and the same, if entered before the date of this Adoption Agreement, shall continue and remain in effect. If any terms of any such separate trust document conflict with the terms of this document, the terms of this document shall control.

R. INITIAL DEPOSIT

In the case of establishment of a new Plan, the City hereby delivers to the Trustee the sum of \$ N/A as its initial deposit to establish the Trust, and receipt of the stated sum is hereby acknowledged by the Trustee.

S. The completion of this Adoption Agreement creates certain legal relationships and responsibilities. Accordingly, your legal counsel should review the Plan and Trust prior to the execution of this document so as to insure the suitability of the Plan and Trust for your City.

The City acknowledges that it has consulted with and has been advised by its attorney(s) with respect to the effect of entering this Plan and executing this Adoption Agreement.

Terms used in this Adoption Agreement which are defined in the Plan shall have the meaning given them in the Plan.

The City hereby agrees to the provisions of this Plan and Trust, and, in witness whereof, the City and the Trustee have caused this Agreement to be executed on the date(s) set forth below.

THE CITY OF LA VISTA, NEBRASKA

By: _____

NOTICE TO ADOPTING CITY

Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

In order to obtain reliance with respect to Plan qualification, the City, upon adopting and executing this Plan, must apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.

This Adoption Agreement may only be used with the Basic Municipal Employees Plan and Trust Agreement.

CITY OF LA VISTA, NEBRASKA, Employer

By: _____

Printed Name

Title

Date: _____

WILMINGTON TRUST RETIREMENT AND
INSTITUTIONAL SERVICES COMPANY, and any
successor thereof, Trustee

By: _____

Printed Name

Title

Date _____

ADOPTION AGREEMENT
CITY OF LA VISTA
FIREFIGHTERS RETIREMENT
PLAN AND TRUST
TO BE USED WITH
BASIC MUNICIPAL EMPLOYEES PLAN AND TRUST AGREEMENT

THIS IS TO CERTIFY THAT:

The following actions were adopted by ordinance of the City of La Vista, Nebraska, by its City Council, at a meeting thereof duly called and held on _____, 20__:

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1020 through and including 16-1042, the City maintains the City of La Vista Firefighters Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including without limitation the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make

any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

This Adoption Agreement is the Adoption Agreement referred to in the foregoing actions, and the designations and elections hereinafter set forth are those made by the City in accordance with said actions, to-wit:

A. ESTABLISHMENT, EFFECTIVE DATE, AND CITY DATA:

- (1) _____ establishes on _____, _____, a Retirement Plan and Trust to be known as _____
_____ Plan and Trust ("Plan") effective _____, _____ (Effective Date).

OR

- (2) X amends, restates and continues the City of La Vista Firefighters Retirement Plan and Trust, ("Plan"), originally established on April 3, 2007. This amendment and restatement is effective April 3, 2007, unless otherwise specified herein or in the Basic Plan Document or required under applicable law or regulations or guidance thereunder. (Supplemental Effective Date).
- (3) City's Address:
Street: 8116 Park View Blvd
City, State, Zip Code: La Vista, Nebraska 68128
Attention: Pam Buethe, City Clerk
Telephone: (402) 331-4343
- (4) Retirement Committee: As designated from time to time pursuant to Section 12.3(i) of the Basic Plan Document.
- (5) Plan Administrator: the City of La Vista, with the exception of any administrative functions expressly delegated from time to time to the Retirement Committee herein or in or under the Basic Plan Document or otherwise by ordinance of the Mayor and City Council.
- (6) City's Taxpayer Identification No.: 47-6050031
- (7) City's Fiscal Year: October 1 – September 30
- (8) The Plan serial number ("PN") assigned to this Plan by the City for reporting and disclosure purposes is: 006

- (9) The last day of the Plan Year shall be December 31 and the Annual Valuation Date shall be December 31 [Sections 1.1.26 and 1.1.4]
- (10) The last day of the Plan's Limitation Year shall be December 31 [Section 1.1.20] *(All qualified retirement plans maintained by the City shall have the same Limitation Year.)*

B. ELIGIBILITY REQUIREMENTS

- (1) **Age Requirement.** The minimum age which each Employee must attain before becoming a Participant in the Plan is age N/A.
- (2) **Service Requirement.** To become a Participant in the Plan, each Employee must complete at least N/A year(s) of Eligibility Service. *(Not Applicable for Police and Fire Plans. Not more than five (5) years for other Plans.)* If year(s) of service selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.
- (3) The computation period for Eligibility Service will be *(Not Applicable for Fire and Police Plans)* Check One: N/A

___ as set forth in Section 1.1.9(a)(i), the year beginning with the date the Employee first performs an Hour of Service and then Plan Years.

___ as set forth in Section 1.1.9(a)(ii), based upon years commencing on the date the Employee first performs an Hour of Service and anniversaries thereof.

Upon reemployment, former Participants shall again participate in the Plan under the immediate reentry rule of Section 2.2.

- (4) Plan Entry Date shall be *(check one)*:
- X (a) the first day of service in Recognized Employment with the City *(Police and Fire Plans)*.
- ___ (b) the first day _____ (specify period *e.g.*, the week, month, etc., but not more than six months) following the Employee's satisfaction of the Eligibility Requirements [Section 2.1(d)]
- ___ (c) the first day of the Plan Year in which the Employee first satisfies the Eligibility Requirements. [Section 2.1(c)]

___ (d) the first day of the first month or the first day of the seventh month of the Plan Year, whichever occurs first, following the Employee's satisfaction of the Eligibility Requirements. [Section 2.1(b)]

___ (e) Other _____

(5) **Recognized Employment.** Recognized Employment is service in the employment of the City in those job classifications indicated below (*place "X" on blank(s) indicating selection*): [Section 1.1.30]

___ (a) All Employees of the City employed as police officers.

X (b) All Employees of the City employed as fire fighters.

___ (c) All Employees of the City as that term is defined in Section 1.1.10.

___ (d) All common law Employees of the City.

___ (e) Salaried Employees of the City.

___ (f) Hourly Employees of the City.

___ (g) Employees who are not covered by any retirement plan established by the City.

___ (h) Other *specify*): _____.

(6) **Participation Election:** (*check one*)

Employees and Participants

___ have

X do not have (*Police and Fire*)

a participation election provided in Section 3.3(b).

C. MANDATORY EMPLOYEE CONTRIBUTIONS

[Section 3.1]

(1) **Amount of Contribution.** The Employee contribution to the Trustee for each Plan Year shall be:

- ___ (a) (i) Through September 30, 2013, a sum equal to six percent (6%) of his or her Salary,
(ii) Beginning October 1, 2013 through September 30, 2015, a sum equal to six and one-half percent (6 ½ %) of his or her Salary, and
(iii) Beginning October 1, 2015, a sum equal to seven percent (7%) of his or her Salary. (*Police*)

X (b) Six and one-half percent (6 1/2%) of his or her Salary. (*Fire*)

___ (c) Other: _____

(2) **Employee Contributions:**

X shall (*Police and Fire*)

___ shall not

be picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code.

D. VOLUNTARY EMPLOYEE CONTRIBUTIONS

X shall (*Police and Fire*)

___ shall not

be permitted to the maximum amount allowed under the Internal Revenue Code.

E. ALLOCATION OF CITY CONTRIBUTIONS AND FORFEITURES

[Sections 3.2 and 6.4]

- (1) **Amount of Contribution.** Subject to the limitations of Section 3, the City's contribution to the Trustee for each Plan Year shall be: (*Select one option only. Complete blanks as applicable.*)

___ (a) To the Employer Account of each Participant, a sum equal to 100% of the amounts deducted from the Participant's periodic Salary as Mandatory Employee Contributions above (effective April 16, 2012). (*Police*)

X (b) Thirteen percent (13%) of each Participant's Salary. (*Fire*)

___ (c) Other: _____

Treatment of Forfeitures: *(Select one unless Item I(2)(a) is elected in which case this provision does not apply.) [Sections 6.4.1 and 6.4.2]*

___ (a) Forfeitures shall first be used to pay administration costs of the Plan and then used to reduce City contributions. *(Police)*

X (b) Forfeitures shall be allocated to the Unallocated Employer Account, and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. *(Fire)*

___ (c) Forfeitures will be added to the City contribution for allocation.

___ (d) Forfeitures will reduce City contributions.

(2) Is the Plan integrated with Social Security?

___ Yes X No *(Police and Fire)*

(If yes, complete items E, 3-6 and 11; if no, complete items E, 7-11).

NOTE: Items E, 3-6 and 11 relate to an integrated plan. Contributions are allocated pursuant to Section 3 of the Plan.

(3) "Recognized Compensation" shall be defined to mean all of each Participant's: *(place "X" to indicate selection)*

___ (a) W-2 earnings; or,

___ (b) Wages as defined in Code Section 3401(a); or

___ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;

___ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below *(select all that apply)*:

___ (1) Exclude leave cashouts and deferred compensation *(Section 3.6.9(b)-3(b))*

- (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*):
- _____ (a) For nonhighly compensated Employees only; or
- _____ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period _____.
- _____ (4) Apply the administrative delay ("first few weeks") rule (*Section 3.6.9(b)-4*); and/or
- (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- _____ (e) Other _____

which is actually paid to the Participant during

- _____ the Plan Year
- _____ the taxable year ending with or within the Plan Year
- _____ the Limitation Year ending with or within the Plan Year.
- _____ a consecutive 12-month period ending with or within the Plan Year beginning with the _____ day of _____ (*enter month*).

Recognized Compensation

- _____ shall include
- _____ shall not include

Employee contributions picked up by the City under Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (4) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]:

- _____ shall
- _____ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (5) "Integration Level" is defined as *(place "X" next to definition selected and complete appropriate blanks)*

___ (a) For any Plan Year, an amount equal to \$_____ *(insert stated dollar amount not to exceed the Taxable Wage Base in effect at the beginning of the Plan Year)*.

___ (b) For any Plan Year, an amount equal to ___% *(not more than 100%)* of the Taxable Wage Base in effect at the beginning of the Plan Year.

___ (c) For any Plan Year, an amount equal to the lesser of: (i) \$_____ *(insert stated dollar amount)*; or (ii) the Taxable Wage Base in effect beginning at the Plan Year.

- (6) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year (check one) :

___ shall

___ shall not

share in the City contribution and reallocation of the forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

___ death

___ retirement at or after Normal Retirement Date

___ disability.

NOTE: Items E, 7-11 relate to a nonintegrated plan. Contributions are allocated directly on Recognized Compensation. (Section 3.3(b)).

- (7) Subject to limitations in Item (7) or (8) or as otherwise provided in Section 1 of the Basic Plan Document, "Recognized Compensation" shall be defined to mean all of each Participant's *(place "X" to indicate selection, check only one)*

___ (a) W-2 earnings;

___ (b) Wages as defined in Code Section 3401(a); or

- ___ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- ___ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below *(select all that apply)*:
- ___ (1) Exclude leave cashouts and deferred compensation *(Section 3.6.9(b)-3(b))*
- ___ (2) Include military continuation payments *(Section 3.6.9(b)-3(c))*
- ___ (3) Include disability continuation payments *(Section 3.6.9(b)-3(d))*:
- ___ (a) For nonhighly compensated Employees only; or
- ___ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period ____.
- ___ (4) Apply the administrative delay ("first few weeks") rule *(Section 3.6.9(b)-4)*; and/or
- ___ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- ___ (e) Salary as that term is defined in Section 1.1.36(a) of the Plan *(Police)*;
- X (f) Salary as that term is defined in Section 1.1.36(b) of the Plan *(Fire)*; or
- ___ (g) Other
-
-

which is actually paid to the Participant during

 X the Plan Year.

___ the taxable year ending with or within the Plan year.

___ the Limitation Year ending with or within the Plan year.

Recognized compensation *(Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document)*

___ shall include

___ shall not include

Employee contributions picked up by the City pursuant to Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code. ***(Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document)***

- (8) "Recognized Compensation" shall not include: *(place "X" to indicate exclusion(s) and complete blank, if applicable)*

___ (a) overtime, shift, holiday and vacation pay

___ (b) bonuses

___ (c) commissions, but not more than the first \$ _____ thereof
(insert dollar limitation desired, if any)

X (d) overtime, callback pay, clothing allowances and other such benefits reported on Employee federal withholding statement
(Fire).

- (9) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year *[check one]*:

___ shall

X shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (10) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year. *(Check one)*:

X shall *(Police and Fire)*

___ shall not

share in the City contribution and reallocation of forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

___ death

☐ retirement at or after their Normal Retirement Date

☐ disability

(11) Forfeitures will be reallocated *[Sections 6.4.2 and 6.4.3]*

☒ as of the following Valuation Date

☐ after a Participant incurs 5 consecutive One Year Breaks in Service or his Account is no longer subject to restoration.

F. INTEREST

☒ shall

☐ shall not

be paid on Employer Contributions pursuant to Section 3.2(a)(ii) of the Plan.

G. WITHDRAWAL OF PRIOR VOLUNTARY CONTRIBUTIONS

If this Plan or a predecessor plan previously permitted Voluntary Contributions, Participants:

☐ are

☒ are not

permitted to withdraw their voluntary contributions before an Event of Maturity. *[Section 7.9]*

H. ROLLOVERS

(1) Rollover contributions by Participants *[Section 3.5]*

☒ are permitted as specified in Section 3.5. In addition to the plans specified in Section 3.5, rollover contributions and direct rollovers may be made from the following types of plans as of the specified effective date(s) (*specify all that apply*):

☒ (a) annuity contract described in Code section 403(b), effective for distributions after _____ (December 31, 2001 if no date specified)

X (b) eligible plan under Code section 457(b) which is maintained by a state or political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state, effective for distributions after _____ (December 31, 2001 if no date specified)

_____ Including after-tax employee contributions from the plans or contracts checked above, with separate accounting required for amounts includible and not includible in gross income (select if applicable).

_____ are not permitted

(2) Eligible rollover distribution [Section 7.12]

_____ must

X need not

be distributions that are reasonably expected to total \$200 or more during a year.

I. VESTING OF REGULAR ACCOUNTS

[Section 5]

(1) **Employee Accounts:** Each Employee is fully vested in his or her Employee Account at all times.

(2) **Employer Accounts:** Each Participant's Employer Account shall become Vested in him as follows (*place "X" next to formula selected and complete appropriate blanks*):

_____ (a) **Full and Immediate Vesting.** Each Employer Account shall be fully Vested in him at all times.

X (b) **Graded Vesting.** Each Participant's Employer Account shall be vested in him in accordance with the following schedule (*Choose One*):

When the Participant Has Completed
the Following Vesting Service:

The Vested Portion of
His Regular Account
Will Be:*

_____ (i) **Five Year Vesting:**

Less than 1 year	_____ %
1 year but less than 2 years	_____ %
2 years but less than 3 years	_____ %
3 years but less than 4 years	_____ %
4 years but less than 5 years	_____ %
5 years or more	100 %

— (ii) Seven Year Vesting*:

Less than 1 year	0 %
1 year but less than 2 years	0 %
2 years but less than 3 years	0 %
3 years but less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100 %

X (iii) Seven Year Special Vesting (Fire):

Less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100%

— (iv) Ten Year Vesting
Amended to Seven
Year Vesting (Police):

	Through June 30, 2012 <u>(10 Yr. Graded)</u>	Beginning July 1, 2012 <u>(7 Yr. Graded)</u>
Less than 2 years	0%	0%
2 years but less than 3 years	0%	40%
3 years but less than 4 years	0 %	40%
4 years but less than 5 years	40 %	60%
5 years but less than 6 years	50 %	80%
6 years but less than 7 years	60 %	80%
7 years but less than 8 years	70 %	100%
8 years but less than 9 years	80 %	
9 years but less than 10 years	90 %	
10 years or more	100 %	

- (3) In determining a Participant's Plan Years of Service, the following periods shall be disregarded: [Section 1.1.44] (Not Applicable for Police and Fire Plans).

☐ Yes ☐ No Plan Years prior to the Effective Date of this Plan or a predecessor Plan. *[Yes, 1.1.44(c); No, Section 1.1.44(c)]*

☐ Yes ☐ No Plan Years completed prior to the date upon which the Participant attained age _____ years. *(Insert age, but not greater than age 18.) [Section 1.1.44(e)]*

- (4) Notwithstanding any of the foregoing, each Participant's Employer Account shall be 100% Vested in him upon his attainment of:

☐ (a) 60 (*Police*)

☒ (b) 55 (*Fire*)

☐ (c) Other _____

years of age while in the employment of the City (as a police officer, if this is a Police Plan). *(If no age is entered, it will be assumed Normal Retirement Date was intended.)*

[Section 5.1.2]

- (5) Normal Retirement Date is: *(place "X" next to choice selected)*

[Section 1.1.22]

☐ (a) The Participant's 65th birthday.

☐ (b) The Participant's 65th birthday or, if later, the 5th anniversary of the date the Participant first becomes a Participant.

☒ (c) Age 55 years (*60 for Police; 55 for Fire; Otherwise not greater than the Participant's 65th birthday and not less than age 55.*)

- (6) Early Retirement Date is age years. *(Specify age. In-service distribution upon attaining early retirement date is not allowed for a pension plan. Also, this provision is not applicable for Police/Fire Plans – see Section 1.1.34 of Basic Plan for definition of Early Retirement Date for Police or Fire Plan.)*

- (7) An Employee who returns to employment of the City in Covered Employment after terminating service

☒ shall

☐ shall not

be permitted to restore his or her Employer Account to the amount on the date of distribution. (Section 5.1.3 or 6.4.4)

J. INVESTMENT DIRECTIONS

(1) Participants:

___ are

X are not

permitted to direct the investment of a portion of their accounts into life insurance.

[Section 10.10]

(2) Participant Account Investment Direction *[Section 10.11.2]*

(a) Participants:

X are

___ are not

permitted to direct the investment of their:

X Employee Accounts (*Required of Police and Fire Plans*)

X Employer Accounts (*Permitted for all types of plans, with the exception of pre-1984 contributions under Police and Fire Plans, and the Employer Account of pre-1984 hires under Fire Plans.*)

The City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such direction. (Sections 1.1.35, 4.3 and 10.11)

(b) Separate Investment Accounts (*Police*)

The City

___ may

___ may not

direct the establishment of separate investment accounts for each Participant to allow each Participant to direct the investment of all or a portion of his or her Employee or Employer Account

If in the affirmative, enter name or title of person (or committee) authorized to communicate such directions to the Trustee: _____. Such directions shall be in writing and the City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such directions.

(3) Investment Direction [Sections 4.3, 10 and 12]

(a) The

____ City

____ may

____ may not

X Retirement Committee (*Police and Fire*)

X may

____ may not

direct the Trustee in the investment management of Plan assets.

(4) Participant Loans: [Section 10.13]

____ are permitted

X are not permitted

K. INTERNAL REVENUE CODE SECTION 415 LIMITATIONS

[Section 3.6]

If the City maintains or ever has maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could possibly become a Participant, the City must complete this Section. City must also complete this Section if it maintains a welfare benefit fund, as defined in Code section 419(e), an individual medical account, as defined in Code section 415(1)(2), or simplified employer pension, as defined in Code section 408(k) under which amounts are treated as annual additions with respect to any Participant in this Plan. (*Designate whether (1) or (2) applies, and complete as appropriate.*)

If a Participant is covered by another qualified plan maintained by the City:

X (1) the provisions of Sections 3.6.4 through 3.6.9 will apply;

OR

- ☐ (2) set forth the method under which the Plans will limit total annual additions or distributions to the maximum permissible amount or benefit, as applicable, and will properly reduce any excess amounts or benefits, in a manner that precludes City discretion.

(Use additional continuation pages if alternative limitation rules are to be specified.)

415 Compensation. The definition of Compensation for Code section 415 purposes shall be 415 Safe Harbor Compensation defined in section 3.6.9(b)i of the Plan, unless an alternative definition of compensation is elected below pursuant to section 3.6.9(b)ii of the Plan (*select desired alternative definition*):

- ☐ (1) W-2 Wages; or
- ☒ (2) Section 3401(a) Wages

Modifications to 415 Compensation – Compensation for 415 purposes shall include amounts described in Sections 3.6.9(b)-2 and 3.6.9(b)(vi) as “default provisions” unless otherwise elected below (*select all that apply*).

- ☐ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
- ☐ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- ☐ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*)
- ☐ (a) For nonhighly compensated Employees only
- ☐ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period _____.
- ☐ (4) Apply the administrative delay (“first few weeks”) rule (*Section 3.6.9(b)-4*)
- ☐ (5) Include “deemed” section 125 compensation pursuant to 3.6.9(b)-vi, effective for limitation years beginning on or after January 1, 1998.

L. CREDITING SERVICE (*Complete (1) and (2), as appropriate.*)

- ☒ (1) **Hours of Service Method.** [*Section 1.1.18*] Except as provided in (2) below, for the purpose of determining an Employee's One-Year Breaks in Service [*Section 1.1.23*], Vesting Service [*Section 1.1.44*], Eligibility Service [*Section 1.1.9*] and minimum annual service requirement to share in the City contribution made for a Plan Year [*Section 3.3*], service will be determined by reference to Hours of Service according to the following: (*check one*)

- ☒ (a) On the basis of the actual recorded hours for which an Employee is paid or entitled to payment.
- ☐ (b) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 10 Hours of Service for a day if under Section 1.1.18 such Employee would be certified with at least one hour of service during that day.
- ☐ (c) On the basis that, without regard to his actual recorded hours, an Employee shall be credited under 45 Hours of Service for a calendar week if under Section 1.1.18 such Employee would be credited with at least One Hour of Service during that calendar week.
- ☐ (d) On the basis of semimonthly payroll periods, an Employee shall be credited with 95 Hours of Service for a semi-monthly payroll period if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that semimonthly payroll period.
- ☐ (e) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 190 Hours of Service for a calendar month if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that calendar month.

☒ (2) **Elapsed Time Method.** [Section 1.2] Notwithstanding (1) above, service will be credited based upon elapsed time for the following purposes: *(check as appropriate)*

- ☐ (a) None
- ☐ (b) All
- ☐ (c) Eligibility (and Eligibility Breaks in Service)
- ☒ (d) Vesting (and Vesting Breaks in Service)(*Police and Fire*)
- ☐ (e) Minimum Service for benefit accrual for a Plan Year

M. INVESTMENTS

[Section 10.14(p)]

- (1) All funds of a Plan for police officers or fire fighters must be invested pursuant to the policies established by the Nebraska Investment Council.
- (2) The Trustee's collective investment fund or funds are incorporated by reference into this Agreement, as indicated in Appendix "C" of the Basic Municipal Employees Plan and Trust, or otherwise agreed by the parties in writing from time to time.
- (3) The Trustee is hereby specifically authorized and empowered to invest Plan assets in deposit accounts of _____ which bear a reasonable rate of interest and securities offered by _____ (name of Trustee or financial institution). Such specification shall be permitted in any other applicable document related to funding the Plan, which document shall be incorporated herein by this reference.

[Section 4.2]

- (4) **Intermediate Valuation of Accounts.** Participant accounts will be valued for investment purposes as follows: (select one)

- ___ (a) Annually
- ___ (b) Semi-annually
- ___ (c) Quarterly
- ___ (d) Monthly
- X (e) Daily

N. ACCELERATED DISTRIBUTIONS

The following optional provisions for accelerated distributions may be made available to Plan Participants: (Select as many as shall apply. Not applicable for Police and Fire Plans; and (1) through (4) not applicable if the Plan is a pension plan.) [Section 14]
N/A

- ___ (1) Medical emergency
- ___ (2) Financial hardships

- ___ (3) Education expenses
- ___ (4) Purchase of home
- ___ (5) After Normal Retirement Date

O. OPTIONAL FORMS OF DISTRIBUTION

The optional forms of benefit payment provided by this Plan are: *(Select as many as apply. If the requirements of Code section 411(d)(6) are applicable (which is not the case if this Plan is a government plan within the meaning of Code section 414(d)), the City may not eliminate optional forms of payment for benefits which have accrued prior to the date of Plan amendment unless said requirements are satisfied.)*

- X (1) a single sum
- X (2) straight life annuity
- X (3) straight life annuity with a guarantee of at least 60 monthly payments
- X (4) annuity payable for life of Participant and annuity to surviving beneficiary of 100%, 75% or 50% as elected by the City.
- ___ (5) a combination of (1) through (4)
- ___ (6) if this Plan is a transferee plan, an optional form of distribution provided under the transferor plan which is required to be preserved under Code section 411(d)(6) (and the regulations issued thereunder – which is not the case if this is a government plan under Code section 414(d)) with respect to accrued benefits of any Participant as of the date of transfer. *(Indicate name of transferor plan and date on which prior accrued benefit distribution options are protected)* _____

- ___ (7) Other (Describe): _____

P. MANDATORY DISTRIBUTION ALTERNATIVES (Section 5.1.3(a)(ii))

The following election is made in lieu of the provisions of Section 5.1.3(a)(ii) reducing the mandatory cash out amount to an amount equal to or less than \$1,000 *(Option for plans other than Fire Plans -- Participant consent to distribution is always required for Fire Plans.) (select one):*

— (1) Elimination of Mandatory Cash-Outs. An Employee's Vested Retirement Value will not be distributed upon the Employee's termination of service without the Employee's prior written consent, regardless of amount.

— (2) Increase Mandatory Cash Out Amount. Upon termination of service, the Employee's Vested Retirement Value will be automatically distributed without the Employee's consent if the Vested Retirement Value is less than \$3,500 if a Police Plan (or not in excess of \$5,000 for plans other than Police or Fire Plans). Said distribution, if greater than \$1,000, will be paid in a direct rollover to an "individual retirement plan" designated by the Plan Administrator if the Employee does not elect to have the distribution paid in a direct rollover directly to an "eligible retirement plan" specified by the Employee in accordance with direct rollover provisions of the Plan, or to receive the distribution directly.

- Q.** The City shall periodically pay to the Trustee a fee for services rendered according to the Trustee Fee Schedule attached to the Basic Municipal Employees Plan and Trust Agreement as Appendix A or otherwise agreed to by the parties, as incorporated herein by this reference as amended from time to time. The terms of any agreement adopted and executed by the City and Trustee separate and apart from this document and defining rights and duties of the parties to said agreement shall be supplemental and additional to, and incorporated by reference into, this document to the extent not contrary to terms contained herein; and the same, if entered before the date of this Adoption Agreement, shall continue and remain in effect. If any terms of any such separate trust document conflict with the terms of this document, the terms of this document shall control.

R. INITIAL DEPOSIT

In the case of establishment of a new Plan, the City hereby delivers to the Trustee the sum of \$ N/A as its initial deposit to establish the Trust, and receipt of the stated sum is hereby acknowledged by the Trustee.

- S.** The completion of this Adoption Agreement creates certain legal relationships and responsibilities. Accordingly, your legal counsel should review the Plan and Trust prior to the execution of this document so as to insure the suitability of the Plan and Trust for your City.

The City acknowledges that it has consulted with and has been advised by its attorney(s) with respect to the effect of entering this Plan and executing this Adoption Agreement.

Terms used in this Adoption Agreement which are defined in the Plan shall have the meaning given them in the Plan.

The City hereby agrees to the provisions of this Plan and Trust, and, in witness whereof, the City and the Trustee have caused this Agreement to be executed on the date(s) set forth below.

THE CITY OF LA VISTA, NEBRASKA

By: _____

NOTICE TO ADOPTING CITY

Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

In order to obtain reliance with respect to Plan qualification, the City, upon adopting and executing this Plan, must apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.

This Adoption Agreement may only be used with the Basic Municipal Employees Plan and Trust Agreement.

CITY OF LA VISTA, NEBRASKA, Employer

By: _____

Printed Name

Title

Date: _____

WILMINGTON TRUST RETIREMENT AND
INSTITUTIONAL SERVICES COMPANY, and any
successor thereof, Trustee

By: _____

Printed Name

Title

Date _____

ADOPTION AGREEMENT

CITY OF LA VISTA

GENERAL EMPLOYEES DEFINED CONTRIBUTION

PENSION PLAN AND TRUST

**TO BE USED WITH
BASIC MUNICIPAL EMPLOYEES PLAN AND TRUST AGREEMENT**

THIS IS TO CERTIFY THAT:

The following actions were adopted by resolution of the City of La Vista, Nebraska, by its City Council, at a meeting thereof duly called and held on _____, 20__:

RESOLVED:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and Council of the City of La Vista maintain the City of La Vista General Employees Defined Contribution Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including without limitation the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008 and subsequent legislation. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and hereby makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined

necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

This Adoption Agreement is the Adoption Agreement referred to in the foregoing actions, and the designations and elections hereinafter set forth are those made by the City in accordance with said actions, to-wit:

A. ESTABLISHMENT, EFFECTIVE DATE, AND CITY DATA:

- (1) _____ establishes on _____, _____, a Retirement Plan and Trust to be known as _____
_____ Plan and Trust ("Plan") effective _____, _____ (Effective Date).

OR

- (2) X amends, restates and continues the City of La Vista General Employees Defined Contribution Pension Plan and Trust, ("Plan"), originally established on August 1, 1974. This amendment and restatement is effective January 1, 2004, unless otherwise specified herein or in the Basic Plan Document or required under applicable law or regulations or guidance thereunder. (Supplemental Effective Date).
- (3) City's Address:
Street: 8116 Park View Blvd
City, State, Zip Code: La Vista, Nebraska 68128
Attention: Pam Buethe, City Clerk
Telephone: (402) 331-4343
- (4) Retirement Committee: As designated from time to time pursuant to Section 12.3 of the Basic Plan Document.
- (5) Plan Administrator: the City of La Vista, with the exception of any administrative functions expressly delegated from time to time to the Retirement Committee herein or in or under the Basic Plan Document or otherwise by direction of the Mayor and City Council..
- (6) City's Taxpayer Identification No.: 47-6050031

- (7) City's Fiscal Year: October 1 – September 30
- (8) The Plan serial number ("PN") assigned to this Plan by the City for reporting and disclosure purposes is: 002
- (9) The last day of the Plan Year shall be December 31 and the Annual Valuation Date shall be December 31 [Sections 1.1.26 and 1.1.4]
- (10) The last day of the Plan's Limitation Year shall be December 31 [Section 1.1.20] *(All qualified retirement plans maintained by the City shall have the same Limitation Year.)*

B. ELIGIBILITY REQUIREMENTS

- (1) **Age Requirement.** The minimum age which each Employee must attain before becoming a Participant in the Plan is age N/A.
- (2) **Service Requirement.** To become a Participant in the Plan, each Employee must complete at least N/A year(s) of Eligibility Service. *(Not Applicable for Police and Fire Plans. Not more than five (5) years for other Plans.)* If year(s) of service selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.
- (3) The computation period for Eligibility Service will be *(Not Applicable for Fire and Police Plans)* Check One: N/A

_____ as set forth in Section 1.1.9(a)(i), the year beginning with the date the Employee first performs an Hour of Service and then Plan Years.

_____ as set forth in Section 1.1.9(a)(ii), based upon years commencing on the date the Employee first performs an Hour of Service and anniversaries thereof.

Upon reemployment, former Participants shall again participate in the Plan under the immediate reentry rule of Section 2.2.

- (4) Plan Entry Date shall be *(check one)*:
 - X (a) the first day of service in Recognized Employment with the City *(Police and Fire Plans)*.
 - _____ (b) the first day _____ (specify period *e.g.*, the week, month, etc., but not more than six months) following the Employee's satisfaction of the Eligibility Requirements [Section 2.1(d)]

- ___ (c) the first day of the Plan Year in which the Employee first satisfies the Eligibility Requirements. [Section 2.1(c)]
- ___ (d) the first day of the first month or the first day of the seventh month of the Plan Year, whichever occurs first, following the Employee's satisfaction of the Eligibility Requirements. [Section 2.1(b)]
- ___ (e) Other _____

(5) **Recognized Employment.** Recognized Employment is service in the employment of the City in those job classifications indicated below (*place "X" on blank(s) indicating selection*): [Section 1.1.30]

- ___ (a) All Employees of the City employed as police officers.
- ___ (b) All Employees of the City employed as fire fighters.
- ___ (c) All Employees of the City as that term is defined in Section 1.1.10.
- ___ (d) All common law Employees of the City.
- ___ (e) Salaried Employees of the City.
- ___ (f) Hourly Employees of the City.
- ___ (g) Employees who are not covered by any retirement plan established by the City.
- X (h) Other *specify*): Employees whose employment classifications with the City are as full-time Employees and who do not participate in any other retirement plan of the City that is intended to be qualified under Internal Revenue Code Section 401(a).

(6) **Participation Election:** (*check one*)

Employees and Participants

___ have

X do not have (*Police and Fire*)

a participation election provided in Section 3.3(b).

C. MANDATORY EMPLOYEE CONTRIBUTIONS

[Section 3.1]

- (1) **Amount of Contribution.** The Employee contribution to the Trustee for each Plan Year shall be:

- ___ (a) (i) Through September 30, 2013, a sum equal to six percent (6%) of his or her Salary,
(ii) Beginning October 1, 2013 through September 30, 2015, a sum equal to six and one-half percent (6 ½ %) of his or her Salary, and
(iii) Beginning October 1, 2015, a sum equal to seven percent (7%) of his or her Salary. (*Police*)
- ___ (b) Six and one-half percent (6 1/2%) of his or her Salary. (*Fire*)
- X (c) Other: 6% of each Participant's Recognized Compensation

- (2) **Employee Contributions:**

X shall (*Police and Fire*)

___ shall not

be picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code.

D. VOLUNTARY EMPLOYEE CONTRIBUTIONS

X shall (*Police and Fire*)

___ shall not

be permitted to the maximum amount allowed under the Internal Revenue Code.

E. ALLOCATION OF CITY CONTRIBUTIONS AND FORFEITURES

[Sections 3.2 and 6.4]

- (1) **Amount of Contribution.** Subject to the limitations of Section 3, the City's contribution to the Trustee for each Plan Year shall be: (*Select one option only. Complete blanks as applicable.*)

- ☐ (a) To the Employer Account of each Participant, a sum equal to 100% of the amounts deducted from the Participant's periodic Salary as Mandatory Employee Contributions above (effective April 16, 2012). *(Police)*
- ☐ (b) Thirteen percent (13%) of each Participant's Salary. *(Fire)*
- ☒ (c) Other: 6% of each Participant's Recognized Compensation

Treatment of Forfeitures: *(Select one unless Item I(2)(a) is elected in which case this provision does not apply.) [Sections 6.4.1 and 6.4.2]*

- ☒ (a) Forfeitures shall first be used to pay administration costs of the Plan and then used to reduce City contributions. *(Police)*
- ☐ (b) Forfeitures shall be allocated to the Unallocated Employer Account, and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. *(Fire)*
- ☐ (c) Forfeitures will be added to the City contribution for allocation.
- ☐ (d) Forfeitures will reduce City contributions.

(2) Is the Plan integrated with Social Security?

☐ Yes ☒ No *(Police and Fire)*

(If yes, complete items E, 3-6 and 11; if no, complete items E, 7-11).

NOTE: Items E, 3-6 and 11 relate to an integrated plan. Contributions are allocated pursuant to Section 3 of the Plan.

(3) "Recognized Compensation" shall be defined to mean all of each Participant's: *(place "X" to indicate selection)*

- ☐ (a) W-2 earnings; or,
- ☐ (b) Wages as defined in Code Section 3401(a); or
- ☐ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;

- ____ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below *(select all that apply)*:
- ____ (1) Exclude leave cashouts and deferred compensation *(Section 3.6.9(b)-3(b))*
- ____ (2) Include military continuation payments *(Section 3.6.9(b)-3(c))*
- ____ (3) Include disability continuation payments *(Section 3.6.9(b)-3(d))*:
- ____ (a) For nonhighly compensated Employees only; or
- ____ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period ____.
- ____ (4) Apply the administrative delay ("first few weeks") rule *(Section 3.6.9(b)-4)*; and/or
- ____ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- ____ (e) Other _____

which is actually paid to the Participant during

- ____ the Plan Year
- ____ the taxable year ending with or within the Plan Year
- ____ the Limitation Year ending with or within the Plan Year.
- ____ a consecutive 12-month period ending with or within the Plan Year beginning with the ____ day of ____ *(enter month)*.

Recognized Compensation

- ____ shall include
- ____ shall not include

Employee contributions picked up by the City under Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (4) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year *[check one]*:

___ shall

___ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (5) "Integration Level" is defined as *(place "X" next to definition selected and complete appropriate blanks)*

___ (a) For any Plan Year, an amount equal to \$_____ *(insert stated dollar amount not to exceed the Taxable Wage Base in effect at the beginning of the Plan Year)*.

___ (b) For any Plan Year, an amount equal to ___% *(not more than 100%)* of the Taxable Wage Base in effect at the beginning of the Plan Year.

___ (c) For any Plan Year, an amount equal to the lesser of: (i) \$_____ *(insert stated dollar amount)*; or (ii) the Taxable Wage Base in effect beginning at the Plan Year.

- (6) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year (check one) :

___ shall

___ shall not

share in the City contribution and reallocation of the forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

___ death

___ retirement at or after Normal Retirement Date

___ disability.

NOTE: Items E, 7-11 relate to a nonintegrated plan. Contributions are allocated directly on Recognized Compensation. (Section 3.3(b)).

- (7) Subject to limitations in Item (7) or (8) or as otherwise provided in Section 1 of the Basic Plan Document, "Recognized Compensation" shall be defined to mean all of each Participant's *(place "X" to indicate selection, check only one)*

- ☐ (a) W-2 earnings;
- ☐ (b) Wages as defined in Code Section 3401(a); or
- ☒ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- ☐ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below *(select all that apply)*:
- ☐ (1) Exclude leave cashouts and deferred compensation *(Section 3.6.9(b)-3(b))*
- ☐ (2) Include military continuation payments *(Section 3.6.9(b)-3(c))*
- ☐ (3) Include disability continuation payments *(Section 3.6.9(b)-3(d))*:
- ☐ (a) For nonhighly compensated Employees only; or
- ☐ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period _____.
- ☐ (4) Apply the administrative delay ("first few weeks") rule *(Section 3.6.9(b)-4)*; and/or
- ☐ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- ☐ (e) Salary as that term is defined in Section 1.1.36(a) of the Plan *(Police)*;
- ☐ (f) Salary as that term is defined in Section 1.1.36(b) of the Plan *(Fire)*; or
- ☐ (f) Other
-
-

which is actually paid to the Participant during

☒ the Plan Year.

☐ the taxable year ending with or within the Plan year.

☐ the Limitation Year ending with or within the Plan year.

Recognized compensation (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

☒ shall include

☐ shall not include

Employee contributions picked up by the City pursuant to Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code. (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

(8) "Recognized Compensation" shall not include: (*place "X" to indicate exclusion(s) and complete blank, if applicable*)

☐ (a) overtime, shift, holiday and vacation pay

☒ (b) fringe benefits

☐ (c) bonuses

☐ (d) commissions, but not more than the first \$_____ thereof
(*insert dollar limitation desired, if any*)

☐ (e) overtime, callback pay, clothing allowances and other such benefits reported on Employee federal withholding statement
(*Fire*).

(9) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]: NA

☐ shall

☐ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (10) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year. (*Check one*):

☒ shall (*Police and Fire*)

☐ shall not

share in the City contribution and reallocation of forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

☐ death

☐ retirement at or after their Normal Retirement Date

☐ disability

- (11) Forfeitures will be reallocated [*Sections 6.4.2 and 6.4.3*]

☒ as of the following Valuation Date

☐ after a Participant incurs 5 consecutive One Year Breaks in Service or his Account is no longer subject to restoration.

F. INTEREST NA

☐ shall

☐ shall not

be paid on Employer Contributions pursuant to Section 3.2(a)(ii) of the Plan.

G. WITHDRAWAL OF PRIOR VOLUNTARY CONTRIBUTIONS

If this Plan or a predecessor plan previously permitted Voluntary Contributions, Participants:

☒ are

☐ are not

permitted to withdraw their voluntary contributions before an Event of Maturity. [*Section 7.9*]

H. ROLLOVERS

(1) Rollover contributions by Participants [Section 3.5]

X are permitted as specified in Section 3.5. In addition to the plans specified in Section 3.5, rollover contributions and direct rollovers may be made from the following types of plans as of the specified effective date(s) (*specify all that apply*):

X (a) annuity contract described in Code section 403(b), effective for distributions after _____ (December 31, 2001 if no date specified)

X (b) eligible plan under Code section 457(b) which is maintained by a state or political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state, effective for distributions after _____ (December 31, 2001 if no date specified)

 Including after-tax employee contributions from the plans or contracts checked above, with separate accounting required for amounts includible and not includible in gross income (select if applicable).

 are not permitted

(2) Eligible rollover distribution [Section 7.12]

 must

X need not

be distributions that are reasonably expected to total \$200 or more during a year.

I. VESTING OF REGULAR ACCOUNTS

[Section 5]

(1) **Employee Accounts:** Each Employee is fully vested in his or her Employee Account at all times.

(2) **Employer Accounts:** Each Participant's Employer Account shall become Vested in him as follows (*place "X" next to formula selected and complete appropriate blanks*):

____ (a) **Full and Immediate Vesting.** Each Employer Account shall be fully Vested in him at all times.

X (b) **Graded Vesting.** Each Participant's Employer Account shall be vested in him in accordance with the following schedule (*Choose One*):

When the Participant Has Completed
the Following Vesting Service:

The Vested Portion of
His Regular Account
Will Be:*

X (i) Four Year Vesting (effective January 1, 2005)*:

When the Participant Has Completed
the Following Vesting Service:

The Vested Portion of
His Regular Account
Will Be:

Less than 4 years	<u>0%</u>
4 years but less than 5 years	<u>40%</u>
5 years but less than 6 years	<u>50%</u>
6 years but less than 7 years	<u>75%</u>
7 years or more	100%

* Before January 1, 2005, the vesting schedule was Ten Year Vesting below.

____ (i) Five Year Vesting:

Less than 1 year	____ %
1 year but less than 2 years	____ %
2 years but less than 3 years	____ %
3 years but less than 4 years	____ %
4 years but less than 5 years	____ %
5 years or more	100 %

____ (ii) Seven Year Vesting:

Less than 1 year	0 %
1 year but less than 2 years	0 %
2 years but less than 3 years	0 %
3 years but less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100 %

— (iii) Seven Year Special Vesting (Fire):

Less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100%

— (iv) Ten Year Vesting
Amended to Seven
Year Vesting (Police):

	Through June 30, 2012 <u>(10 Yr. Graded)</u>	Beginning July 1, 2012 <u>(7 Yr. Graded)</u>
Less than 2 years	0%	0%
2 years but less than 3 years	0%	40%
3 years but less than 4 years	0 %	40%
4 years but less than 5 years	40 %	60%
5 years but less than 6 years	50 %	80%
6 years but less than 7 years	60 %	80%
7 years but less than 8 years	70 %	100%
8 years but less than 9 years	80 %	
9 years but less than 10 years	90 %	
10 years or more	100 %	

- (3) In determining a Participant's Plan Years of Service, the following periods shall be disregarded: *[Section 1.1.44] (Not Applicable for Police and Fire Plans).*

__ Yes X No Plan Years prior to the Effective Date of this Plan or a predecessor Plan. *[Yes, 1.1.44(c); No, Section 1.1.44(c)]*

__ Yes X No Plan Years completed prior to the date upon which the Participant attained age ____ years. *(Insert age, but not greater than age 18.) [Section 1.1.44(e)]*

- (4) Notwithstanding any of the foregoing, each Participant's Employer Account shall be 100% Vested in him upon his attainment of:

— (a) 60 (Police)

X (b) 55 (Fire)

— (c) Other _____

years of age while in the employment of the City (as a police officer, if this is a Police Plan). *(If no age is entered, it will be assumed Normal Retirement Date was intended.)*

[Section 5.1.2]

- (5) Normal Retirement Date is: *(place "X" next to choice selected)*

[Section 1.1.22]

- ☒ (a) The Participant's 65th birthday.
- ☐ (b) The Participant's 65th birthday or, if later, the 5th anniversary of the date the Participant first becomes a Participant.
- ☐ (c) Age years *(60 for Police; 55 for Fire; Otherwise not greater than the Participant's 65th birthday and not less than age 55.)*
- (6) Early Retirement Date is age 55 years. *(Specify age. In-service distribution upon attaining early retirement date is not allowed for a pension plan. Also, this provision is not applicable for Police/Fire Plans – see Section 1.1.34 of Basic Plan for definition of Early Retirement Date for Police or Fire Plan.)*
- (7) An Employee who returns to employment of the City in Covered Employment after terminating service

☒ shall

☐ shall not

be permitted to restore his or her Employer Account to the amount on the date of distribution. *(Section 5.1.3 or 6.4.4)*

J. INVESTMENT DIRECTIONS

- (1) Participants:

☐ are

☒ are not

permitted to direct the investment of a portion of their accounts into life insurance.

[Section 10.10]

- (2) Participant Account Investment Direction *[Section 10.11.2]*

(a) Participants:

 X are

 are not

permitted to direct the investment of their:

 X Employee Accounts (*Required of Police and Fire Plans*)

 X Employer Accounts (*Permitted for all types of plans, with the exception of pre-1984 contributions under Police and Fire Plans, and the Employer Account of pre-1984 hires under Fire Plans.*)

The City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such direction. (*Sections 1.1.35, 4.3 and 10.11*)

(b) Separate Investment Accounts (*Police*)

The City

 may

 may not

direct the establishment of separate investment accounts for each Participant to allow each Participant to direct the investment of all or a portion of his or her Employee or Employer Account

If in the affirmative, enter name or title of person (or committee) authorized to communicate such directions to the Trustee: _____. Such directions shall be in writing and the City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such directions.

(3) Investment Direction [*Sections 4.3, 10 and 12*]

(a) The

 X City

 X may

 may not

___ Retirement Committee (*Police and Fire*)

___ may

___ may not

direct the Trustee in the investment management of Plan assets.

(4) Participant Loans: *[Section 10.13]*

___ are permitted

X are not permitted

K. INTERNAL REVENUE CODE SECTION 415 LIMITATIONS

[Section 3.6]

If the City maintains or ever has maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could possibly become a Participant, the City must complete this Section. City must also complete this Section if it maintains a welfare benefit fund, as defined in Code section 419(e), an individual medical account, as defined in Code section 415(1)(2), or simplified employer pension, as defined in Code section 408(k) under which amounts are treated as annual additions with respect to any Participant in this Plan. (*Designate whether (1) or (2) applies, and complete as appropriate.*)

If a Participant is covered by another qualified plan maintained by the City:

X (1) the provisions of Sections 3.6.4 through 3.6.9 will apply;

OR

___ (2) set forth the method under which the Plans will limit total annual additions or distributions to the maximum permissible amount or benefit, as applicable, and will properly reduce any excess amounts or benefits, in a manner that precludes City discretion.

(Use additional continuation pages if alternative limitation rules are to be specified.)

415 Compensation. The definition of Compensation for Code section 415 purposes shall be 415 Safe Harbor Compensation defined in section 3.6.9(b)i of the Plan, unless an alternative definition of compensation is elected below pursuant to section 3.6.9(b)ii of the Plan (*select desired alternative definition*):

- ☐ (1) W-2 Wages; or
- ☐ (2) Section 3401(a) Wages

Modifications to 415 Compensation – Compensation for 415 purposes shall include amounts described in Sections 3.6.9(b)-2 and 3.6.9(b)(vi) as “default provisions” unless otherwise elected below (*select all that apply*). NA

- ☐ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
- ☐ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- ☐ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*)
 - ☐ (a) For nonhighly compensated Employees only
 - ☐ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period _____.
- ☐ (4) Apply the administrative delay (“first few weeks”) rule (*Section 3.6.9(b)-4*)
- ☐ (5) Include “deemed” section 125 compensation pursuant to 3.6.9(b)-vi, effective for limitation years beginning on or after January 1, 1998.

L. CREDITING SERVICE (*Complete (1) and (2), as appropriate.*)

- ☒ (1) **Hours of Service Method.** [*Section 1.1.18*] Except as provided in (2) below, for the purpose of determining an Employee's One-Year Breaks in Service [*Section 1.1.23*], Vesting Service [*Section 1.1.44*], Eligibility Service [*Section 1.1.9*] and minimum annual service requirement to share in the City contribution made for a Plan Year [*Section 3.3*], service will be determined by reference to Hours of Service according to the following: (*check one*)
 - ☒ (a) On the basis of the actual recorded hours for which an Employee is paid or entitled to payment.
 - ☐ (b) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 10 Hours of Service for a day if under Section 1.1.18 such Employee would be certified with at least one hour of service during that day.
 - ☐ (c) On the basis that, without regard to his actual recorded hours, an Employee shall be credited under 45 Hours of Service for a calendar week if under Section 1.1.18 such Employee would be credited with at least One Hour of Service during that calendar week.

- ☐ (d) On the basis of semimonthly payroll periods, an Employee shall be credited with 95 Hours of Service for a semi-monthly payroll period if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that semimonthly payroll period.
- ☐ (e) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 190 Hours of Service for a calendar month if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that calendar month.

X (2) **Elapsed Time Method.** [Section 1.2] Notwithstanding (1) above, service will be credited based upon elapsed time for the following purposes: *(check as appropriate)*

- X (a) None
- ☐ (b) All
- ☐ (c) Eligibility (and Eligibility Breaks in Service)
- ☐ (d) Vesting (and Vesting Breaks in Service)(*Police and Fire*)
- ☐ (e) Minimum Service for benefit accrual for a Plan Year

M. INVESTMENTS

[Section 10.14(p)]

- (1) All funds of a Plan for police officers or fire fighters must be invested pursuant to the policies established by the Nebraska Investment Council.
- (2) The Trustee's collective investment fund or funds are incorporated by reference into this Agreement, as indicated in Appendix "C" of the Basic Municipal Employees Plan and Trust, or otherwise agreed by the parties in writing from time to time.
- (3) The Trustee is hereby specifically authorized and empowered to invest Plan assets in deposit accounts of _____ which bear a reasonable rate of interest and securities offered by _____ (*name of Trustee or financial institution*). Such specification shall be permitted in any other applicable document related to funding the Plan, which document shall be incorporated herein by this reference.

[Section 4.2]

- (4) **Intermediate Valuation of Accounts.** Participant accounts will be valued for investment purposes as follows: *(select one)*

- ☐ (a) Annually
- ☐ (b) Semi-annually
- ☐ (c) Quarterly
- ☐ (d) Monthly
- ☒ (e) Daily

N. ACCELERATED DISTRIBUTIONS

The following optional provisions for accelerated distributions may be made available to Plan Participants: *(Select as many as shall apply. Not applicable for Police and Fire Plans; and (1) through (4) not applicable to the extent of pension plan assets.) [Section 14] N/A*

- ☐ (1) Medical emergency
- ☐ (2) Financial hardships
- ☐ (3) Education expenses
- ☐ (4) Purchase of home
- ☐ (5) After Normal Retirement Date

O. OPTIONAL FORMS OF DISTRIBUTION

The optional forms of benefit payment provided by this Plan are: *(Select as many as apply. If the requirements of Code section 411(d)(6) are applicable (which is not the case if this Plan is a government plan within the meaning of Code section 414(d)), the City may not eliminate optional forms of payment for benefits which have accrued prior to the date of Plan amendment unless said requirements are satisfied.)*

- ☒ (1) a single sum
- ☒ (2) straight life annuity

- ___ (3) straight life annuity with a guarantee of at least 60 monthly payments
- ___ (4) annuity payable for life of Participant and annuity to surviving beneficiary of 100%, 75% or 50% as elected by the City.
- ___ (5) a combination of (1) through (4)
- ___ (6) if this Plan is a transferee plan, an optional form of distribution provided under the transferor plan which is required to be preserved under Code section 411(d)(6) (and the regulations issued thereunder – which is not the case if this is a government plan under Code section 414(d)) with respect to accrued benefits of any Participant as of the date of transfer. *(Indicate name of transferor plan and date on which prior accrued benefit distribution options are protected)* _____
- X (7) Other (Describe): Single life annuity with period certain of 5, 10 or 15 years; single life annuity with installment refund; survivorship life annuity with installment refund and annuity to survivor of 100%, 66 2/3% or 50%; fixed period annuity for any period of whole months which is not less than 60 and does not exceed the life expectancy of the Participant and the named beneficiary; or a series of installments with a minimum payment each year beginning with the year the Participant attains age 70 1/2.

P. MANDATORY DISTRIBUTION ALTERNATIVES *(Section 5.1.3(a)(ii))*

The following election is made in lieu of the provisions of Section 5.1.3(a)(ii) reducing the mandatory cash out amount to an amount equal to or less than \$1,000 *(Option for plans other than Fire Plans -- Participant consent to distribution is always required for Fire Plans.) (select one):*

- ___ (1) Elimination of Mandatory Cash-Outs. An Employee's Vested Retirement Value will not be distributed upon the Employee's termination of service without the Employee's prior written consent, regardless of amount.
- ___ (2) Increase Mandatory Cash Out Amount. Upon termination of service, the Employee's Vested Retirement Value will be automatically distributed without the Employee's consent if the Vested Retirement Value is less than \$3,500 if a Police Plan (or not in excess of \$5,000 for plans other than Police or Fire Plans). Said distribution, if greater than \$1,000, will be paid in a direct rollover to an "individual retirement plan" designated by the Plan Administrator if the Employee does not elect to have the distribution paid in a direct rollover directly to an "eligible retirement plan" specified by the Employee in accordance with direct rollover provisions of the Plan, or to receive the distribution directly.

- Q.** The City shall periodically pay to the Trustee a fee for services rendered according to the Trustee Fee Schedule attached to the Basic Municipal Employees Plan and Trust Agreement as Appendix A or otherwise agreed to by the parties, as incorporated herein by this reference as amended from time to time. The terms of any agreement adopted and executed by the City and Trustee separate and apart from this document and defining rights and duties of the parties to said agreement shall be supplemental and additional to, and incorporated by reference into, this document to the extent not contrary to terms contained herein; and the same, if entered before the date of this Adoption Agreement, shall continue and remain in effect. If any terms of any such separate trust document conflict with the terms of this document, the terms of this document shall control.

R. INITIAL DEPOSIT

In the case of establishment of a new Plan, the City hereby delivers to the Trustee the sum of \$ N/A as its initial deposit to establish the Trust, and receipt of the stated sum is hereby acknowledged by the Trustee.

- S.** The completion of this Adoption Agreement creates certain legal relationships and responsibilities. Accordingly, your legal counsel should review the Plan and Trust prior to the execution of this document so as to insure the suitability of the Plan and Trust for your City.

The City acknowledges that it has consulted with and has been advised by its attorney(s) with respect to the effect of entering this Plan and executing this Adoption Agreement.

Terms used in this Adoption Agreement which are defined in the Plan shall have the meaning given them in the Plan.

The City hereby agrees to the provisions of this Plan and Trust, and, in witness whereof, the City and the Trustee have caused this Agreement to be executed on the date(s) set forth below.

THE CITY OF LA VISTA, NEBRASKA

By: _____

NOTICE TO ADOPTING CITY

Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

In order to obtain reliance with respect to Plan qualification, the City, upon adopting and executing this Plan, must apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.

This Adoption Agreement may only be used with the Basic Municipal Employees Plan and Trust Agreement.

CITY OF LA VISTA, NEBRASKA, Employer

By: _____

Printed Name

Title

Date: _____

WILMINGTON TRUST RETIREMENT AND
INSTITUTIONAL SERVICES COMPANY, and any
successor thereof, Trustee

By: _____

Printed Name

Title

Date _____

ADOPTION AGREEMENT

CITY OF LA VISTA

CITY ADMINISTRATORS' DEFINED CONTRIBUTION

PENSION PLAN AND TRUST

**TO BE USED WITH
BASIC MUNICIPAL EMPLOYEES PLAN AND TRUST AGREEMENT**

THIS IS TO CERTIFY THAT:

The following actions were adopted by resolution of the City of La Vista, Nebraska, by its City Council, at a meeting thereof duly called and held on _____, 20__:

BE IT RESOLVED:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and Council of the City of La Vista maintain the City of La Vista City Administrators' Defined Contribution Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including without limitation the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008 and subsequent legislation. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and hereby makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined

necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

This Adoption Agreement is the Adoption Agreement referred to in the foregoing actions, and the designations and elections hereinafter set forth are those made by the City in accordance with said actions, to-wit:

A. ESTABLISHMENT, EFFECTIVE DATE, AND CITY DATA:

- (1) _____ establishes on _____, _____, a Retirement Plan and Trust to be known as _____

Plan and Trust ("Plan") effective _____, _____ (Effective Date).

OR

- (2) X amends, restates and continues the City of La Vista City Administrators' Defined Contribution Pension Plan and Trust, ("Plan"), originally established on January 1, 2006. This amendment and restatement is effective January 1, 2006, unless otherwise specified herein or in the Basic Plan Document or required under applicable law or regulations or guidance thereunder. (Supplemental Effective Date).

- (3) City's Address:
Street: 8116 Park View Blvd
City, State, Zip Code: La Vista, Nebraska 68128
Attention: Pam Buethe, City Clerk
Telephone: (402) 331-4343
- (4) Retirement Committee: As may be designated from time to time pursuant to Section 12.3 of the Basic Plan Document.
- (5) Plan Administrator: the City of La Vista, with the exception of any administrative functions expressly delegated from time to time to the Retirement Committee herein or in or under the Basic Plan Document or otherwise by direction of the Mayor and City Council..
- (6) City's Taxpayer Identification No.: 47-6050031

- (7) City's Fiscal Year: October 1 – September 30
- (8) The Plan serial number ("PN") assigned to this Plan by the City for reporting and disclosure purposes is: 005
- (9) The last day of the Plan Year shall be December 31 and the Annual Valuation Date shall be December 31 [Sections 1.1.26 and 1.1.4]
- (10) The last day of the Plan's Limitation Year shall be December 31 [Section 1.1.20] *(All qualified retirement plans maintained by the City shall have the same Limitation Year.)*

B. ELIGIBILITY REQUIREMENTS

- (1) **Age Requirement.** The minimum age which each Employee must attain before becoming a Participant in the Plan is age N/A.
- (2) **Service Requirement.** To become a Participant in the Plan, each Employee must complete at least N/A year(s) of Eligibility Service. *(Not Applicable for Police and Fire Plans. Not more than five (5) years for other Plans.)* If year(s) of service selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.
- (3) The computation period for Eligibility Service will be *(Not Applicable for Fire and Police Plans)* Check One: N/A

_____ as set forth in Section 1.1.9(a)(i), the year beginning with the date the Employee first performs an Hour of Service and then Plan Years.

_____ as set forth in Section 1.1.9(a)(ii), based upon years commencing on the date the Employee first performs an Hour of Service and anniversaries thereof.

Upon reemployment, former Participants shall again participate in the Plan under the immediate reentry rule of Section 2.2.

- (4) Plan Entry Date shall be *(check one)*:
 - X (a) the first day of service in Recognized Employment with the City *(Police and Fire Plans)*.
 - _____ (b) the first day _____ (specify period e.g., the week, month, etc., but not more than six months) following the Employee's satisfaction of the Eligibility Requirements [Section 2.1(d)]

- ☐ (c) the first day of the Plan Year in which the Employee first satisfies the Eligibility Requirements. [Section 2.1(c)]
- ☐ (d) the first day of the first month or the first day of the seventh month of the Plan Year, whichever occurs first, following the Employee's satisfaction of the Eligibility Requirements. [Section 2.1(b)]
- ☐ (e) Other _____

(5) **Recognized Employment.** Recognized Employment is service in the employment of the City in those job classifications indicated below (*place "X" on blank(s) indicating selection*): [Section 1.1.30]

- ☐ (a) All Employees of the City employed as police officers.
- ☐ (b) All Employees of the City employed as fire fighters.
- ☐ (c) All Employees of the City as that term is defined in Section 1.1.10.
- ☐ (d) All common law Employees of the City.
- ☐ (e) Salaried Employees of the City.
- ☐ (f) Hourly Employees of the City.
- ☐ (g) Employees who are not covered by any retirement plan established by the City.
- ☒ (h) Other *specify*): the City Administrator and Assistant City Administrator.

(6) **Participation Election:** (*check one*)

Employees and Participants

☐ have

☒ do not have (*Police and Fire*)

a participation election provided in Section 3.3(b).

C. MANDATORY EMPLOYEE CONTRIBUTIONS

[Section 3.1]

- (1) **Amount of Contribution.** The Employee contribution to the Trustee for each Plan Year shall be:

- ___ (a) (i) Through September 30, 2013, a sum equal to six percent (6%) of his or her Salary,
(ii) Beginning October 1, 2013 through September 30, 2015, a sum equal to six and one-half percent (6 ½ %) of his or her Salary, and
(iii) Beginning October 1, 2015, a sum equal to seven percent (7%) of his or her Salary. (*Police*)

___ (b) Six and one-half percent (6 1/2%) of his or her Salary. (*Fire*)

X (c) Other: 6% of each Participant's Recognized Compensation

- (2) **Employee Contributions:**

X shall (*Police and Fire*)

___ shall not

be picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code.

D. VOLUNTARY EMPLOYEE CONTRIBUTIONS

X shall (*Police and Fire*)

___ shall not

be permitted to the maximum amount allowed under the Internal Revenue Code.

E. ALLOCATION OF CITY CONTRIBUTIONS AND FORFEITURES

[Sections 3.2 and 6.4]

- (1) **Amount of Contribution.** Subject to the limitations of Section 3, the City's contribution to the Trustee for each Plan Year shall be: (*Select one option only. Complete blanks as applicable.*)

- ___ (a) To the Employer Account of each Participant, a sum equal to 100% of the amounts deducted from the Participant's periodic

Salary as Mandatory Employee Contributions above (effective April 16, 2012). *(Police)*

- ☐ (b) Thirteen percent (13%) of each Participant's Salary. *(Fire)*
- ☒ (c) Other: 6% of each Participant's Recognized Compensation

Treatment of Forfeitures: *(Select one unless Item I(2)(a) is elected in which case this provision does not apply.) [Sections 6.4.1 and 6.4.2] NA*

- ☐ (a) Forfeitures shall first be used to pay administration costs of the Plan and then used to reduce City contributions. *(Police)*
- ☐ (b) Forfeitures shall be allocated to the Unallocated Employer Account, and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. *(Fire)*
- ☐ (c) Forfeitures will be added to the City contribution for allocation.
- ☐ (d) Forfeitures will reduce City contributions.

(2) Is the Plan integrated with Social Security?

☐ Yes ☒ No *(Police and Fire)*

(If yes, complete items E, 3-6 and 11; if no, complete items E, 7-11).

NOTE: Items E, 3-6 and 11 relate to an integrated plan. Contributions are allocated pursuant to Section 3 of the Plan.

(3) "Recognized Compensation" shall be defined to mean all of each Participant's:
(place "X" to indicate selection)

- ☐ (a) W-2 earnings; or,
- ☐ (b) Wages as defined in Code Section 3401(a); or
- ☐ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- ☐ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and

3.6.9(b)-2 as "default provisions" unless otherwise elected below
(select all that apply):

- ____ (1) Exclude leave cashouts and deferred compensation (Section 3.6.9(b)-3(b))
- ____ (2) Include military continuation payments (Section 3.6.9(b)-3(c))
- ____ (3) Include disability continuation payments (Section 3.6.9(b)-3(d)):
- ____ (a) For nonhighly compensated Employees only; or
- ____ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period _____.
- ____ (4) Apply the administrative delay ("first few weeks") rule (Section 3.6.9(b)-4); and/or
- ____ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- ____ (e) Other _____

which is actually paid to the Participant during

- ____ the Plan Year
- ____ the taxable year ending with or within the Plan Year
- ____ the Limitation Year ending with or within the Plan Year.
- ____ a consecutive 12-month period ending with or within the Plan Year beginning with the ____ day of _____ (enter month).

Recognized Compensation

- ____ shall include
- ____ shall not include

Employee contributions picked up by the City under Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (4) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [check one]:

___ shall

___ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (5) "Integration Level" is defined as *(place "X" next to definition selected and complete appropriate blanks)*

___ (a) For any Plan Year, an amount equal to \$_____ *(insert stated dollar amount not to exceed the Taxable Wage Base in effect at the beginning of the Plan Year)*.

___ (b) For any Plan Year, an amount equal to ____% *(not more than 100%)* of the Taxable Wage Base in effect at the beginning of the Plan Year.

___ (c) For any Plan Year, an amount equal to the lesser of: (i) \$_____ *(insert stated dollar amount)*; or (ii) the Taxable Wage Base in effect beginning at the Plan Year.

- (6) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year (check one) :

___ shall

___ shall not

share in the City contribution and reallocation of the forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

___ death

___ retirement at or after Normal Retirement Date

___ disability.

NOTE: Items E, 7-11 relate to a nonintegrated plan. Contributions are allocated directly on Recognized Compensation. (Section 3.3(b)).

- (7) Subject to limitations in Item (7) or (8) or as otherwise provided in Section 1 of the Basic Plan Document, "Recognized Compensation" shall be defined to mean all of each Participant's *(place "X" to indicate selection, check only one)*

- ☐ (a) W-2 earnings;
- ☐ (b) Wages as defined in Code Section 3401(a); or
- ☒ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- ☐ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below *(select all that apply)*:
- ☐ (1) Exclude leave cashouts and deferred compensation *(Section 3.6.9(b)-3(b))*
- ☐ (2) Include military continuation payments *(Section 3.6.9(b)-3(c))*
- ☐ (3) Include disability continuation payments *(Section 3.6.9(b)-3(d))*:
- ☐ (a) For nonhighly compensated Employees only; or
- ☐ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period _____.
- ☐ (4) Apply the administrative delay ("first few weeks") rule *(Section 3.6.9(b)-4)*; and/or
- ☐ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- ☐ (e) Salary as that term is defined in Section 1.1.36(a) of the Plan *(Police)*;
- ☐ (f) Salary as that term is defined in Section 1.1.36(b) of the Plan *(Fire)*; or
- ☐ (f) Other
-
-

which is actually paid to the Participant during

☒ the Plan Year.

☐ the taxable year ending with or within the Plan year.

___ the Limitation Year ending with or within the Plan year.

Recognized compensation (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

X shall include

___ shall not include

Employee contributions picked up by the City pursuant to Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code. (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

- (8) "Recognized Compensation" shall not include: (*place "X" to indicate exclusion(s) and complete blank, if applicable*) N/A

___ (a) overtime, shift, holiday and vacation pay

___ (b) fringe benefits

___ (c) bonuses

___ (d) commissions, but not more than the first \$ _____ thereof
(*insert dollar limitation desired, if any*)

___ (e) overtime, callback pay, clothing allowances and other such benefits reported on Employee federal withholding statement
(*Fire*).

- (9) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]: NA

___ shall

___ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (10) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year. (*Check one*):

X shall (*Police and Fire*)

___ shall not

share in the City contribution and reallocation of forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

___ death

___ retirement at or after their Normal Retirement Date

___ disability

(11) Forfeitures will be reallocated [Sections 6.4.2 and 6.4.3] NA

___ as of the following Valuation Date

___ after a Participant incurs 5 consecutive One Year Breaks in Service or his Account is no longer subject to restoration.

F. INTEREST NA

___ shall

___ shall not

be paid on Employer Contributions pursuant to Section 3.2(a)(ii) of the Plan.

G. WITHDRAWAL OF PRIOR VOLUNTARY CONTRIBUTIONS

If this Plan or a predecessor plan previously permitted Voluntary Contributions, Participants: NA

___ are

___ are not

permitted to withdraw their voluntary contributions before an Event of Maturity. [Section 7.9]

H. ROLLOVERS

(1) Rollover contributions by Participants [Section 3.5]

X are permitted as specified in Section 3.5. In addition to the plans specified in Section 3.5, rollover contributions and direct rollovers may be made from the

following types of plans as of the specified effective date(s) (*specify all that apply*):

 X (a) annuity contract described in Code section 403(b), effective for distributions after _____ (December 31, 2001 if no date specified)

 X (b) eligible plan under Code section 457(b) which is maintained by a state or political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state, effective for distributions after _____ (December 31, 2001 if no date specified)

 Including after-tax employee contributions from the plans or contracts checked above, with separate accounting required for amounts includible and not includible in gross income (select if applicable).

 are not permitted

(2) Eligible rollover distribution [Section 7.12]

 must

 X need not

be distributions that are reasonably expected to total \$200 or more during a year.

I. VESTING OF REGULAR ACCOUNTS

[Section 5]

(1) **Employee Accounts:** Each Employee is fully vested in his or her Employee Account at all times.

(2) **Employer Accounts:** Each Participant's Employer Account shall become Vested in him as follows (*place "X" next to formula selected and complete appropriate blanks*):

 X (a) **Full and Immediate Vesting.** Each Employer Account shall be fully Vested in him at all times.

 (b) **Graded Vesting.** Each Participant's Employer Account shall be vested in him in accordance with the following schedule (*Choose One*):

When the Participant Has Completed
the Following Vesting Service:

The Vested Portion of
His Regular Account
Will Be:*

— (i) Five Year Vesting:

Less than 1 year	— %
1 year but less than 2 years	— %
2 years but less than 3 years	— %
3 years but less than 4 years	— %
4 years but less than 5 years	— %
5 years or more	100 %

— (ii) Seven Year Vesting:

Less than 1 year	0 %
1 year but less than 2 years	0 %
2 years but less than 3 years	0 %
3 years but less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100 %

— (iii) Seven Year Special Vesting (Fire):

Less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100%

— (iv) Ten Year Vesting
Amended to Seven
Year Vesting (Police):

	Through June 30, 2012 <u>(10 Yr. Graded)</u>	Beginning July 1, 2012 <u>(7 Yr. Graded)</u>
Less than 2 years	0%	0%
2 years but less than 3 years	0%	40%
3 years but less than 4 years	0 %	40%
4 years but less than 5 years	40 %	60%
5 years but less than 6 years	50 %	80%
6 years but less than 7 years	60 %	80%

7 years but less than 8 years	70 %	100%
8 years but less than 9 years	80 %	
9 years but less than 10 years	90 %	
10 years or more	100 %	

- (3) In determining a Participant's Plan Years of Service, the following periods shall be disregarded: *[Section 1.1.44] (Not Applicable for Police and Fire Plans).*

☐ Yes ☒ No Plan Years prior to the Effective Date of this Plan or a predecessor Plan. *[Yes, 1.1.44(c); No, Section 1.1.44(c)]*

☐ Yes ☒ No Plan Years completed prior to the date upon which the Participant attained age _____ years. *(Insert age, but not greater than age 18.) [Section 1.1.44(e)]*

- (4) Notwithstanding any of the foregoing, each Participant's Employer Account shall be 100% Vested in him upon his attainment of: **NA**

☐ (a) 60 (Police)

☐ (b) 55 (Fire)

☐ (c) Other _____

years of age while in the employment of the City (as a police officer, if this is a Police Plan). *(If no age is entered, it will be assumed Normal Retirement Date was intended.)*

[Section 5.1.2]

- (5) Normal Retirement Date is: *(place "X" next to choice selected)*

[Section 1.1.22]

☒ (a) The Participant's 65th birthday.

☐ (b) The Participant's 65th birthday or, if later, the 5th anniversary of the date the Participant first becomes a Participant.

☐ (c) Age _____ years *(60 for Police; 55 for Fire; Otherwise not greater than the Participant's 65th birthday and not less than age 55.)*

- (6) Early Retirement Date is age NA years. *(Specify age. In-service distribution upon attaining early retirement date is not allowed for a pension plan. Also, this provision is not applicable for Police/Fire Plans – see Section 1.1.34 of Basic Plan for definition of Early Retirement Date for Police or Fire Plan.)*

- (7) An Employee who returns to employment of the City in Covered Employment after terminating service

X shall

___ shall not

be permitted to restore his or her Employer Account to the amount on the date of distribution. *(Section 5.1.3 or 6.4.4)*

J. INVESTMENT DIRECTIONS

- (1) Participants:

___ are

X are not

permitted to direct the investment of a portion of their accounts into life insurance.

[Section 10.10]

- (2) Participant Account Investment Direction *[Section 10.11.2]*

- (a) Participants:

X are

___ are not

permitted to direct the investment of their:

X Employee Accounts *(Required of Police and Fire Plans)*

X Employer Accounts *(Permitted for all types of plans, with the exception of pre-1984 contributions under Police and Fire Plans, and the Employer Account of pre-1984 hires under Fire Plans.)*

The City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such direction. *(Sections 1.1.35, 4.3 and 10.11)*

- (b) Separate Investment Accounts *(Police)*

The City

X may

___ may not

direct the establishment of separate investment accounts for each Participant to allow each Participant to direct the investment of all or a portion of his or her Employee or Employer Account

If in the affirmative, enter name or title of person (or committee) authorized to communicate such directions to the Trustee: City Clerk. Such directions shall be in writing and the City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such directions.

(3) Investment Direction *[Sections 4.3, 10 and 12]*

(a) The

X City

X may

___ may not

___ Retirement Committee (*Police and Fire*)

___ may

___ may not

direct the Trustee in the investment management of Plan assets.

(4) Participant Loans: *[Section 10.13]*

X are permitted

___ are not permitted

K. INTERNAL REVENUE CODE SECTION 415 LIMITATIONS

[Section 3.6]

If the City maintains or ever has maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could possibly become a Participant, the City must complete this Section. City must also complete this Section if it maintains a welfare benefit fund, as defined in Code section 419(e), an individual medical account,

If a Participant is covered by another qualified plan maintained by the City:

- OR

- (Use additional continuation pages if alternative limitation rules are to be specified.)

_____ (1) W-2 Wages; or
 _____ (2) Section 3401(a) Wages

_____ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)

_____ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)

_____ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*)

_____ (a) For nonhighly compensated Employees only

_____ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period _____.

_____ (4) Apply the administrative delay ("first few weeks") rule (*Section 3.6.9(b)-4*)

_____ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi, effective for limitation years beginning on or after January 1, 1998.

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X (1) **Hours of Service Method.** [Section 1.1.18] Except as provided in (2) below, for the purpose of determining an Employee's One-Year Breaks in Service [Section 1.1.23], Vesting Service [Section 1.1.44], Eligibility Service [Section 1.1.9] and minimum annual service requirement to share in the City contribution made for a Plan Year [Section 3.3], service will be determined by reference to Hours of Service according to the following: (check one)

X (a) On the basis of the actual recorded hours for which an Employee is paid or entitled to payment.

___ (b) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 10 Hours of Service for a day if under Section 1.1.18 such Employee would be certified with at least one hour of service during that day.

___ (c) On the basis that, without regard to his actual recorded hours, an Employee shall be credited under 45 Hours of Service for a calendar week if under Section 1.1.18 such Employee would be credited with at least One Hour of Service during that calendar week.

___ (d) On the basis of semimonthly payroll periods, an Employee shall be credited with 95 Hours of Service for a semi-monthly payroll period if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that semimonthly payroll period.

___ (e) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 190 Hours of Service for a calendar month if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that calendar month.

X (2) **Elapsed Time Method.** [Section 1.2] Notwithstanding (1) above, service will be credited based upon elapsed time for the following purposes: (check as appropriate)

X (a) None

___ (b) All

___ (c) Eligibility (and Eligibility Breaks in Service)

- ☐ (d) Vesting (and Vesting Breaks in Service)(*Police and Fire*)
- ☐ (e) Minimum Service for benefit accrual for a Plan Year

M. INVESTMENTS

[Section 10.14(p)]

- (1) All funds of a Plan for police officers or fire fighters must be invested pursuant to the policies established by the Nebraska Investment Council.
- (2) The Trustee's collective investment fund or funds are incorporated by reference into this Agreement, as indicated in Appendix "C" of the Basic Municipal Employees Plan and Trust, or otherwise agreed by the parties in writing from time to time.
- (3) The Trustee is hereby specifically authorized and empowered to invest Plan assets in deposit accounts of _____ which bear a reasonable rate of interest and securities offered by _____ (*name of Trustee or financial institution*). Such specification shall be permitted in any other applicable document related to funding the Plan, which document shall be incorporated herein by this reference.

[Section 4.2]

- (4) **Intermediate Valuation of Accounts.** Participant accounts will be valued for investment purposes as follows: (*select one*)
 - ☐ (a) Annually
 - ☐ (b) Semi-annually
 - ☐ (c) Quarterly
 - ☐ (d) Monthly
 - ☒ (e) Daily

N. ACCELERATED DISTRIBUTIONS

The following optional provisions for accelerated distributions may be made available to Plan Participants: (*Select as many as shall apply. Not applicable for Police and Fire Plans; and (1) through (4) not applicable to the extent of pension plan assets.*) [Section 14] N/A

- ☐ (1) Medical emergency
- ☐ (2) Financial hardships
- ☐ (3) Education expenses
- ☐ (4) Purchase of home
- ☐ (5) After Normal Retirement Date

O. OPTIONAL FORMS OF DISTRIBUTION

The optional forms of benefit payment provided by this Plan are: *(Select as many as apply. If the requirements of Code section 411(d)(6) are applicable (which is not the case if this Plan is a government plan within the meaning of Code section 414(d)), the City may not eliminate optional forms of payment for benefits which have accrued prior to the date of Plan amendment unless said requirements are satisfied.)*

- ☒ (1) a single sum
- ☒ (2) straight life annuity
- ☒ (3) straight life annuity with a guarantee of at least 60 monthly payments
- ☐ (4) annuity payable for life of Participant and annuity to surviving beneficiary of 100%, 75% or 50% as elected by the City.
- ☒ (5) a combination of forms of benefit elected in (1) through (4) and (7)
- ☐ (6) if this Plan is a transferee plan, an optional form of distribution provided under the transferor plan which is required to be preserved under Code section 411(d)(6) (and the regulations issued thereunder – which is not the case if this is a government plan under Code section 414(d)) with respect to accrued benefits of any Participant as of the date of transfer. *(Indicate name of transferor plan and date on which prior accrued benefit distribution options are protected)* _____

- ☒ (7) Other *(Describe)*: installment (monthly, quarterly, semi-annually, or annually) with or without a period certain, Code Section 401(a)(9) minimum distributions, and any other payment option available under the funding medium.

P. MANDATORY DISTRIBUTION ALTERNATIVES *(Section 5.1.3(a)(ii))*

The following election is made in lieu of the provisions of Section 5.1.3(a)(ii) reducing the mandatory cash out amount to an amount equal to or less than \$1,000 *(Option for plans other than Fire Plans -- Participant consent to distribution is always required for Fire Plans.) (select one):*

- ☐ (1) Elimination of Mandatory Cash-Outs. An Employee's Vested Retirement Value will not be distributed upon the Employee's termination of service without the Employee's prior written consent, regardless of amount.
- ☐ (2) Increase Mandatory Cash Out Amount. Upon termination of service, the Employee's Vested Retirement Value will be automatically distributed without the Employee's consent if the Vested Retirement Value is less than \$3,500 if a Police Plan (or not in excess of \$5,000 for plans other than Police or Fire Plans). Said distribution, if greater than \$1,000, will be paid in a direct rollover to an "individual retirement plan" designated by the Plan Administrator if the Employee does not elect to have the distribution paid in a direct rollover directly to an "eligible retirement plan" specified by the Employee in accordance with direct rollover provisions of the Plan, or to receive the distribution directly.

- Q.** The City shall periodically pay to the Trustee a fee for services rendered according to the Trustee Fee Schedule attached to the Basic Municipal Employees Plan and Trust Agreement as Appendix A or otherwise agreed to by the parties, as incorporated herein by this reference as amended from time to time. The terms of any agreement adopted and executed by the City and Trustee separate and apart from this document and defining rights and duties of the parties to said agreement shall be supplemental and additional to, and incorporated by reference into, this document to the extent not contrary to terms contained herein; and the same, if entered before the date of this Adoption Agreement, shall continue and remain in effect. If any terms of any such separate trust document conflict with the terms of this document, the terms of this document shall control.

R. INITIAL DEPOSIT

In the case of establishment of a new Plan, the City hereby delivers to the Trustee the sum of \$ N/A as its initial deposit to establish the Trust, and receipt of the stated sum is hereby acknowledged by the Trustee.

- S.** The completion of this Adoption Agreement creates certain legal relationships and responsibilities. Accordingly, your legal counsel should review the Plan and Trust prior to the execution of this document so as to insure the suitability of the Plan and Trust for your City.

The City acknowledges that it has consulted with and has been advised by its attorney(s) with respect to the effect of entering this Plan and executing this Adoption Agreement.

Terms used in this Adoption Agreement which are defined in the Plan shall have the meaning given them in the Plan.

The City hereby agrees to the provisions of this Plan and Trust, and, in witness whereof, the City and the Trustee have caused this Agreement to be executed on the date(s) set forth below.

THE CITY OF LA VISTA, NEBRASKA

By: _____

NOTICE TO ADOPTING CITY

Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

In order to obtain reliance with respect to Plan qualification, the City, upon adopting and executing this Plan, must apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.

This Adoption Agreement may only be used with the Basic Municipal Employees Plan and Trust Agreement.

CITY OF LA VISTA, NEBRASKA, Employer

By: _____

Printed Name Title

Date: _____

WILMINGTON TRUST RETIREMENT AND
INSTITUTIONAL SERVICES COMPANY, and any
successor thereof, Trustee

By: _____

Printed Name Title

Date _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2013 AGENDA**

Subject:	Type:	Submitted By:
FIRST AMENDMENT TO RESIDENTIAL SUBDIVISION AGREEMENT — CIMARRON WOODS REPLAT TWO	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to authorize the execution of the First Amendment to the Residential Subdivision Agreement for the Cimarron Woods Replat Two Subdivision, satisfactory in form to the City Administrator and City Attorney, generally located southwest of 96th & Harrison Street.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Since the adoption of the Cimarron Woods Replat Two subdivision agreement, the status of several issues now requires an amendment to the subdivision agreement to address these changes. For the past several months the City Engineer, John Kottmann, has been working with the SID Engineer, Mark Westergard, to modify the subdivision agreement as noted below.

1. The trail connection from the park through the Cimarron Terrace apartments: Due to wetlands issues and coordination with the next phase of the apartments, an amendment is proposed to revise the trail route and timing of the construction.
2. Purchase of Lot 285, Cimarron Woods: With the opening of the splash pad in Cimarron Woods Park the City has discussed the need for the SID to acquire the vacant lot on the northeast corner of 101st Avenue and Cimarron Woods Drive to be used as additional parking if needed in the future.
3. Maintenance of Outlot F and G: The City Engineer identified erosion repair and stabilization work that needed to be done in Outlot G and contacted the SID Engineer. It was noted in the subdivision agreement that maintenance of Outlots F and G is the responsibility of the Cimarron Woods East Homeowners Association however the organization is not active. These outlots are owned by the SID and because there is public storm sewer runoff being conveyed through the outlots, the City Engineer agreed the SID should be allowed to undertake the stabilization work as an SID expense.

The City Attorney has reviewed the documents; they have now been signed by representatives of the SID and the developers.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE EXECUTION OF THE FIRST AMENDMENT TO THE RESIDENTIAL SUBDIVISION AGREEMENT FOR THE CIMARRON WOODS REPLAT TWO SUBDIVISION.

WHEREAS, since the adoption of the Cimarron Woods Replat Two subdivision agreement, issues require an amendment to the subdivision agreement to address these changes; and

WHEREAS, for the past several months the City Engineer has been working with the SID Engineer to modify the subdivision agreement as noted below:

1. Trail connection from the park through the Cimarron Terrace apartments: Due to wetlands issues and coordination with the next phase of the apartment complex construction, an amendment is proposed to revise the trail route and timing of the construction.
2. Purchase of Lot 285, Cimarron Woods: With the opening of the splash pad in Cimarron Woods Park the City has discussed the need for the SID to acquire the vacant lot on the northeast corner of 101st Avenue and Cimarron Woods Drive to be used to accommodate additional parking demand, if needed, in the future.
3. Maintenance of Outlot F and G: The City Engineer identified erosion repair and stabilization work that needed to be done in Outlot G and contacted the SID Engineer. It was noted in the subdivision agreement that maintenance of Outlots F and G is the responsibility of the Cimarron Woods East Homeowners Association, however the organization is not active. These outlots are owned by the SID and because there is public storm sewer runoff being conveyed through the outlots, the City Engineer agreed the SID should be allowed to undertake the stabilization work as an SID expense;

WHEREAS, the City Attorney has reviewed the documents; they have been signed by representatives of the SID and the developers;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council have approved the execution of the First Amendment to the Residential Subdivision Agreement for the Cimarron Woods Replat Two Subdivision, subject to such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Sarpy County, Nebraska



Parcel ID Number	011581797	Property Type	N/A
Owner Name	SID # 237	Improvements Value	\$0
Mailing Address	11440 W CENTER RD	Land Value	\$23,500
City State	OMAHA NE	Total Value	\$23,500
Zip Code	68144-	Estimated Acres	0.26494126
Property Address	7433 S 101ST AVE	Tax District	27128
Legal Description	LOT 285 CIMARRON WOODS	Snow Ordinance	County #3-1-01
Neighborhood Code	LCW		

Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 144 feet

11/7/2013

FIRST AMENDMENT TO RESIDENTIAL SUBDIVISION AGREEMENT

Cimarron Woods Replat Two Subdivision

99th & Harrison

R-3, High Density Residential PUD-1

THIS First Amendment to the Subdivision Agreement, made this _____ day of _____, 2013, by and between PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY, a Wyoming limited liability company, authorized to do business in Nebraska("Pedcor Investments"), PEDCOR INVESTMENTS-2008-CXVIII, L.P., an Indiana limited partnership, authorized to do business in Nebraska("Pedcor Investments 2008") (herein Pedcor Investments and Pedcor Investments 2008 shall be referred to as "Subdivider"), TORCO DEVELOPMENT, INC., a Nebraska corporation, (hereinafter referred to as "Developer"), and SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "District"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City");

WITNESSETH:

WHEREAS, Subdivider, Developer, District and the City entered into a Subdivision Agreement on October 19, 2010, for Cimarron Woods Replat Two which is generally located southwest of 96th & Harrison Streets(herein "Subdivision Agreement") ; and,

WHEREAS, The Subdivision Agreement provided for the construction of "Authorized Public Improvements"; and,

WHEREAS, The parties wish to modify the location and construction schedule for a portion of the concrete trail improvements, revise the necessity for certain trail appurtenances(stairway), authorize the purchase of additional park land for auxiliary parking area and modify the responsibilities for maintenance of certain Outlots; and,

NOW, THEREFORE, IT IS AGREED THAT THE SUBDIVISION AGREEMENT IS AMENDED as follows:

I. The first paragraph of Article 2, Section H of the Subdivision Agreement is hereby deleted and shall be replaced with the following paragraph:

"H. Trail Plans. The District shall cause the installation of the trail and other improvements, as shown on Exhibit "G" attached hereto and incorporated herein by this reference (Revised Trail Improvements"). Segment I of the trail as shown on Exhibit "G" has been constructed. Segment II of the trail as shown on Exhibit "G" shall be constructed within 12 months after the issuance of the first Certificate of Occupancy for any building permit issued on Lot 2, Cimarron Woods Replat Three after the execution date of this First Amendment to the Subdivision Agreement but no later than three (3) years after said execution date. The costs of Segment I and Segment II of the "Revised Trail Improvements" may be a "General Obligation" expense of the District; provided, however that the Subdivider shall in no event be liable for any portion of construction or related soft costs associated with the District's construction of the "Revised Trail Improvements". The Subdivider shall provide to the District any temporary and permanent easements within the Subdivision as necessary to complete the installation of the "Revised Trail Improvements" as shown on Exhibit "G" at no cost to the District.

II. Purchase of Lot 285, Cimarron Woods for Auxiliary Parking or Other Park Purposes. It has been determined that additional parking may be necessary at times to provide patron parking for the splash park facility. The District is hereby authorized to purchase said Lot 285 at the appraised price as determined by a Qualified Appraiser satisfactory to the City Engineer, and otherwise in accordance with the Right of First Refusal and Purchase Option Agreement between Developer and District dated February 25, 2011.

III. Outlot F and Outlot G, Cimarron Woods Maintenance. District is hereby authorized to provide and pay for storm water runoff maintenance of said Outlots F and G including but not limited to preservation of drainage capacity and erosion repair, provided District before performing any such work shall obtain any required approval of the party having an interest in Outlot F or G.

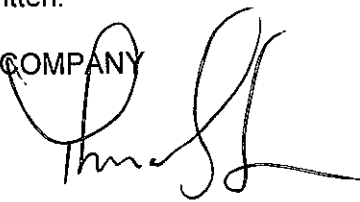
IV. Removal of Trail Stairs. District is hereby authorized to remove existing trail steps between Lots 297 and 298 upon completion of Segment II of the trail. Segment II is identified in Exhibit "G". The location of the existing trail steps is shown on Exhibit "G".

Except as expressly modified by this Agreement, all terms and conditions of the Subdivision Agreement remain in full force and effect.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.


PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY

Dated: 6/10/13

By: 
Thomas G. Crowe, Executive Vice President

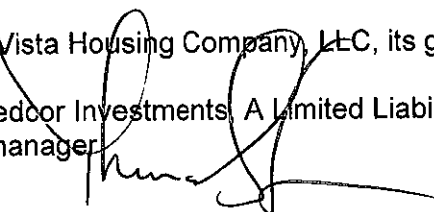
TORCO DEVELOPMENT, INC.

Dated: 9/6/13

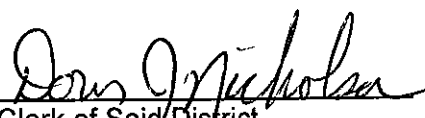
By: 
Gerald L. Torczon, President

PEDCOR INVESTMENTS-2008-CXVIII, L.P.

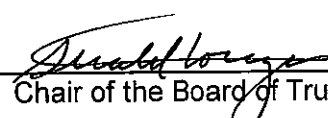
Dated: 6/10/13

By: LaVista Housing Company, LLC, its general partner
By: Pedcor Investments, A Limited Liability Company, its manager
By: 
Thomas G. Crowe, Executive Vice President

ATTEST:


Clerk of Said District

SANITARY AND IMPROVEMENT DISTRICT NO. 237
OF SARPY COUNTY, NEBRASKA

By: 
Chair of the Board of Trustees

ATTEST:

Pamela A. Buehe, City Clerk

CITY OF LA VISTA

By: Douglas Kindig, Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Douglas)

On this 6th day of September, 2013, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Gerald L. Torczon, personally known by me to be the President of Torco Development, Inc. and the identical person whose name is affixed to the foregoing Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of his corporation.

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



Leslie Pierce
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF INDIANA)
COUNTY OF HAMILTON)

On this 10th day of June, 2013, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Thomas G. Crowe, personally known by me to be the Executive Vice President of Pedcor Investments, A Limited Liability Company and the identical person whose name is affixed to the foregoing Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of his company.

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

Karen Dillon Roth
Notary Public



ACKNOWLEDGMENT OF NOTARY

STATE OF INDIANA)
COUNTY OF HAMILTON)

On this 10th day of June, 2013, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Thomas G. Crowe, personally known by me to be the Executive Vice President of Pedcor Investments, A Limited Liability Company, the manager of LaVista Housing Company, LLC, the general partner of Pedcor Investments-2008-CXVIII, L.P. and the identical person whose name is affixed to the foregoing Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said partnership.

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

Karen Dillon Roth
Notary Public

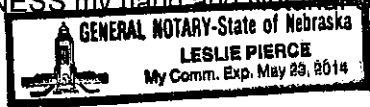


ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Douglas)

On this 10th day of September, 2013, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Gerald Turzon, personally known by me to be the Chair of the Board of Trustees of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, and _____, to me personally known to be the Clerk of the Board of Trustees of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, the identical persons whose names are affixed to the foregoing Amendment to Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Sanitary and Improvement District No. 237.

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



Leslie Pierce
Notary Public

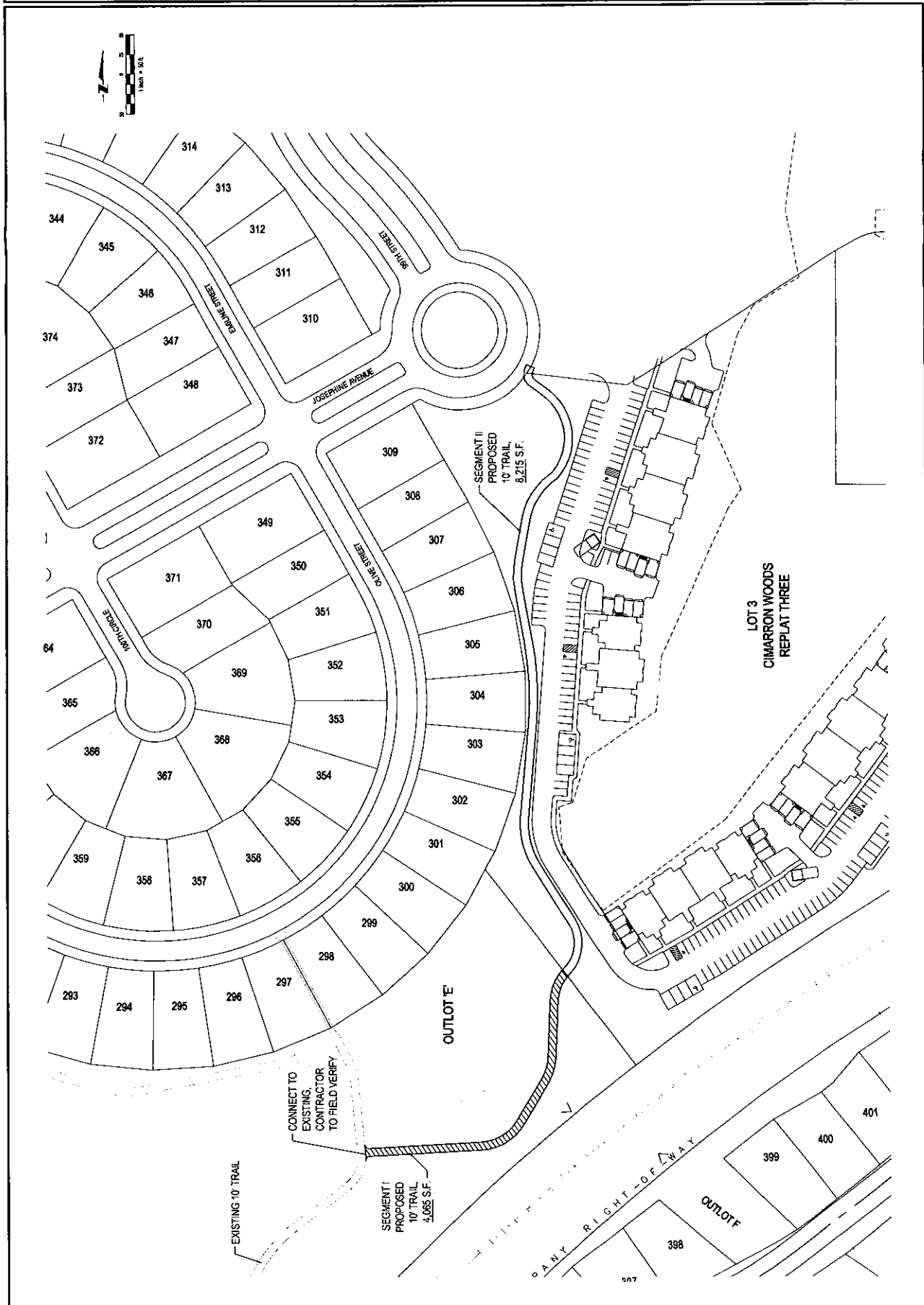
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

On this _____ day of _____, 2013, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela A. Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Amendment to Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

Notary Public



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2013 AGENDA**

Subject:	Type:	Submitted By:
THOMPSON CREEK WATERSHED RESTORATION-PRE-CONSTRUCTION WATER QUANTITY MONITORING AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the City Administrator to sign an Agreement with the U.S. Geological Survey, United States Department of the Interior for pre-construction water quantity measurement services that are required as part of the conditions of obtaining EPA Section 319 funds for the Thompson Creek Watershed Management project through the Nebraska Department of Environmental Quality.

FISCAL IMPACT

The funding for these services will come from the NDEQ EPA/319 Non-Point Source Grant for Thompson Creek. The agreement has a cost of \$9,790.

RECOMMENDATION

Approval

BACKGROUND

The City submitted a grant application to the Nebraska Department of Environmental Quality (NDEQ) in the fall of 2012 for funding of the Thompson Creek Watershed Restoration Project. The award of the grant for EPA Section 319 Non-Point Source funds through the NDEQ required the preparation of a Quality Assurance Protocol Plan (QAPP). Within the QAPP is a requirement to conduct pre-construction monitoring of water quality and water quantity as well as to conduct post-construction monitoring of water quality and water quantity. The purpose of the monitoring is to demonstrate successful implementation of watershed management. Through participation in the Papillion Creek Watershed Partnership we learned of the opportunity to work with the USGS to conduct these services. These services can be provided at lower cost through the USGS than through the private sector.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR FOR PRE-CONSTRUCTION WATER QUANTITY MEASUREMENT SERVICES FOR THE THOMPSON CREEK WATERSHED MANAGEMENT PROJECT.

WHEREAS, the City of La Vista has determined that it is necessary to conduct pre-construction monitoring of water quantity; and

WHEREAS, the City of La Vista as a recipient of a grant for EPA Section 319 Non-Point Source funds through the Nebraska Department of Environmental Quality (NDEQ) which required the preparation of a Quality Assurance Protocol Plan (QAPP); and

WHEREAS, within the QAPP is a requirement to conduct pre-construction monitoring of water quantity to demonstrate successful implementation of watershed management;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska to approve and agreement with the U.S. Geological Survey, United States Department of the Interior for pre-construction water quantity measurement services for the Thompson Creek Watershed Management Project and do authorize the City Administrator to sign said agreement.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: 6000003577
Agreement #: 14EMNE000020
Project #: NR009R9
TIN #: 47-6050031

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **annually**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

City of La Vista

USGS Point of ContactName: Jason Lambrecht
Address: 5231 South 19 St
Lincoln, NE 68512

Telephone: 402-328-4124
Email: jmlambre@usgs.govCustomer Point of ContactName: John M. Kottmann
Address: 9900 Portal Road
La Vista, NE

Telephone: 402-331-8927
Email: jkottmann@cityoflavista.orgSignaturesBy Robert B. Swanson Date 10/24/13
Name: Robert B. Swanson
Title: NEWSC DirectorSignaturesBy _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: 6000003577
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U.S. Geological Survey
United States
Department of the Interior

City of La Vista

USGS Point of ContactName: Jason Lambrecht
Address: 5231 South 19 St
Lincoln, NE 68512

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Email: jmlambre@usgs.govCustomer Point of ContactName: John M. Kottmann
Address: 9900 Portal Road
La Vista, NE

Telephone: 402-331-8927
Email: jkottmann@cityoflavista.orgSignaturesBy Robert B. Swanson Date 10/24/13
Name: Robert B. Swanson
Title: NEWSC DirectorSignaturesBy _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2013 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL OF CONTRACT - REMODEL FIRE STATION #1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve a contract with Oakhaven Homes, Papillion, Nebraska, for the remodeling of La Vista Fire Station #1 in an amount not to exceed \$29,435.00, in preparation for the joint operation of a fire department with the City of Papillion and the Papillion Rural Fire District.

FISCAL IMPACT

Fiscal Authorization for the project is included in the Interlocal Cooperation Agreement with the City of Papillion and the Papillion Rural Fire District. Costs associated with this project will be allocated based on the formula approved in the Interlocal Cooperation Agreement. The City of La Vista will be responsible for initial costs and bill back the City of Papillion.

RECOMMENDATION

Approval.

BACKGROUND

La Vista Fire Station #1, located at 8110 Park View Blvd., is in need of remodeling in the first floor "administrative area" to make the station operational for career firefighting. The remodel will create a kitchen area out of a conference room, and transform two offices into sleeping quarters. Additionally, a current sleeping area will be converted into a day room. Additional improvements will include paint and carpeting. The Fire Transition Team (made up of La Vista and Papillion personnel) has worked closely with Steve Snodgrass of Oakhaven Homes and recommend approval of the contract. The Interlocal Cooperation agreement, which became on October 1, 2013, authorizes funding in preparation for the operation of a single fire department and EMS service. Remodeling work is anticipated to begin on December 1, 2013 and be completed no later than March 1, 2014.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONTRACT FOR THE REMODEL OF THE FIRST FLOOR OF THE LA VISTA FIRE STATION #1 WITH OAKHAVEN HOMES, PAPILLION, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$29,435.00.

WHEREAS, the City of La Vista entered into an Interlocal Cooperation Agreement for Fire and EMS services with the City of Papillion and the Papillion Rural Fire District; and

WHEREAS, the Interlocal Cooperation Agreement became effective on October 1, 2013; and

WHEREAS, La Vista Fire Station #1 will be staffed by career firefighters under the terms of the Interlocal Agreement and improvements to the living quarters of the fire station are needed; and

WHEREAS, the fire services transition team has recommended Oakhaven Homes to complete the project; and

WHEREAS, the La Vista Municipal Code requires all purchases under \$30,000 to be approved by the La Vista City Council.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve a contract for the remodeling of La Vista Fire Station #1 with Oakhaven Homes, Papillion, Nebraska, in an amount not to exceed \$29,435.00.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethel, CMC
City Clerk