

LA VISTA CITY COUNCIL MEETING AGENDA
February 20, 2024
6:00 p.m.
Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamation: Government Communicators Day**
- **Service Awards: Kraig Gomon – 25 Years; Brian Mathew – 10 Years; Pat Dowse – 5 Years**

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

A. CONSENT AGENDA

- 1. Approval of the Agenda as Presented**
- 2. Approval of the Minutes of the February 6, 2024 City Council Meeting**
- 3. Monthly Financial Report – January 2024**
- 4. Request for Payment – Lamp Rynearson – Professional Services – 2023 Pavement Condition – \$926.60**
- 5. Resolution – Approve Appointment of Safety Steering Committee Member**
- 6. Approval of Claims**

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

- **Presentation – Code Enforcement Process**

B. Resolution – Approve Professional Services Agreement – Point C

C. Resolution – Authorize Amendment No. 11 – Professional Services Agreement – Parking Facilities Design

D. Resolution – Award Bid – 2024 Pavement Rehabilitation

E. Resolution – Authorize Purchase – Tactical Athlete Program (TAP)

F. Resolution – Authorize Purchase – HVAC System (Annex)

G. Resolution – Authorize Purchase – Central Park Shelter

H. Resolution – Authorize Purchase – Computer Equipment

I. Resolution – Expenditure Authorization – La Vista Days Celebration

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

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



PROCLAMATION GOVERNMENT COMMUNICATORS DAY

WHEREAS, the role of government communications professions is to inform, educate and engage their communities; and

WHEREAS, robust communication in government creates trust and inspires residents to take action and be involved; and

WHEREAS, government communications create relationships and calls to action, build awareness and understanding through storytelling, engage and foster engagement on civic issues and use all channels to include people in critical decisions; and

WHEREAS, the City is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm and sacrifice;

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim February 24, 2024 as **Government Communicators Day** in La Vista and encourage all residents to thank the members of the Communication's Division who have dedicated their careers to ensure La Vista has effective, impactful and successful communication strategies that resonate and are relevant.

DATED THIS 20TH DAY OF FEBRUARY 2024.



Douglas Kindig, Mayor
ATTEST:

Pamela A. Bueth, MMC
City Clerk



CITY OF LA VISTA
CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **KRAIG GOMON OF THE LA VISTA POLICE DEPARTMENT**, FOR 25 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Kraig Gomon** has served the City of La Vista since January 31, 1999; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Kraig Gomon** on behalf of the City of La Vista for 25 years of service to the City.

DATED THIS 20TH DAY OF FEBRUARY 2024.

A blue ink signature of Douglas Kindig, Mayor, written over a horizontal line.

Douglas Kindig, Mayor

A blue ink signature of Kim J. Thomas, Councilmember, written over a horizontal line.

Kim J. Thomas
Councilmember, Ward I

A blue ink signature of Terrilyn Quick, Councilmember, written over a horizontal line.

Terrilyn Quick
Councilmember, Ward I

A blue ink signature of Ronald Sheehan, Councilmember, written over a horizontal line.

Ronald Sheehan
Councilmember, Ward II

A blue ink signature of Kelly R. Sell, Councilmember, written over a horizontal line.

Kelly R. Sell
Councilmember, Ward II

A blue ink signature of Deb Hale, Councilmember, written over a horizontal line.

Deb Hale
Councilmember, Ward III

A blue ink signature of Alan W. Ronan, Councilmember, written over a horizontal line.

Alan W. Ronan
Councilmember, Ward III

A blue ink signature of Kevin Wetuski, Councilmember, written over a horizontal line.

Kevin Wetuski
Councilmember, Ward IV

A blue ink signature of Jim Frederick, Councilmember, written over a horizontal line.

Jim Frederick
Councilmember, Ward IV



ATTEST:

A blue ink signature of Pamela A. Buethe, MMC, written over a horizontal line.

Pamela A. Buethe, MMC
City Clerk



CITY OF LA VISTA
CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **BRIAN MATHEW OF THE LA VISTA POLICE DEPARTMENT**, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Brian Mathew** has served the City of La Vista since February 10, 2014; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Brian Mathew** on behalf of the City of La Vista for 10 years of service to the City.

DATED THIS 20TH DAY OF FEBRUARY 2024.

A blue ink signature of Douglas Kindig, Mayor, written over a horizontal line.

Douglas Kindig, Mayor

A blue ink signature of Kim J. Thomas, Councilmember, written over a horizontal line.

Kim J. Thomas
Councilmember, Ward I

A blue ink signature of Terrilyn Quick, Councilmember, written over a horizontal line.

Terrilyn Quick
Councilmember, Ward I

A blue ink signature of Ronald Sheehan, Councilmember, written over a horizontal line.

Ronald Sheehan
Councilmember, Ward II

A blue ink signature of Kelly R. Sell, Councilmember, written over a horizontal line.

Kelly R. Sell
Councilmember, Ward II

A blue ink signature of Deb Hale, Councilmember, written over a horizontal line.

Deb Hale
Councilmember, Ward III

A blue ink signature of Alan W. Ronan, Councilmember, written over a horizontal line.

Alan W. Ronan
Councilmember, Ward III

A blue ink signature of Kevin Wetuski, Councilmember, written over a horizontal line.

Kevin Wetuski
Councilmember, Ward IV

A blue ink signature of Jim Frederick, Councilmember, written over a horizontal line.

Jim Frederick
Councilmember, Ward IV



ATTEST:

A blue ink signature of Pamela A. Buethe, City Clerk, written over a horizontal line.

Pamela A. Buethe, MMC
City Clerk



CITY OF LA VISTA
CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **PAT DOWSE OF THE LA VISTA PUBLIC WORKS DEPARTMENT**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Pat Dowse** has served the City of La Vista since February 11, 2019; and

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

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

DATED THIS 20TH DAY OF FEBRUARY 2024.

A blue ink signature of Douglas Kindig, Mayor of La Vista.

Douglas Kindig, Mayor

A blue ink signature of Kim J. Thomas, Councilmember of La Vista.

Kim J. Thomas
Councilmember, Ward I

A blue ink signature of Terrilyn Quick, Councilmember of La Vista.

Terrilyn Quick
Councilmember, Ward I

A blue ink signature of Ronald Sheehan, Councilmember of La Vista.

Ronald Sheehan
Councilmember, Ward II

A blue ink signature of Kelly R. Sell, Councilmember of La Vista.

Kelly R. Sell
Councilmember, Ward II

A blue ink signature of Deb Hale, Councilmember of La Vista.

Deb Hale
Councilmember, Ward III

A blue ink signature of Alan W. Ronan, Councilmember of La Vista.

Alan W. Ronan
Councilmember, Ward III

A blue ink signature of Kevin Wetuski, Councilmember of La Vista.

Kevin Wetuski
Councilmember, Ward IV

A blue ink signature of Jim Frederick, Councilmember of La Vista.

Jim Frederick
Councilmember, Ward IV



ATTEST:

A blue ink signature of Pamela A. Buethe, MMC, City Clerk of La Vista.

Pamela A. Buethe, MMC
City Clerk

LA VISTA CITY COUNCIL MEETING AGENDA
February 20, 2024
6:00 p.m.
Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamation: Government Communicators Day**
- **Service Awards: Kraig Gomon – 25 Years; Brian Mathew – 10 Years; Pat Dowse – 5 Years**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the February 6, 2024 City Council Meeting**
3. **Monthly Financial Report – January 2024**
4. **Request for Payment – Lamp Ryneerson – Professional Services – 2023 Pavement Condition – \$926.60**
5. **Resolution – Approve Appointment of Safety Steering Committee Member**
6. **Approval of Claims**

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

- **Presentation – Code Enforcement Process**

B. Resolution – Approve Professional Services Agreement – Point C

C. Resolution – Authorize Amendment No. 11 – Professional Services Agreement – Parking Facilities Design

D. Resolution – Award Bid – 2024 Pavement Rehabilitation

E. Resolution – Authorize Purchase – Tactical Athlete Program (TAP)

F. Resolution – Authorize Purchase – HVAC System (Annex)

G. Resolution – Authorize Purchase – Central Park Shelter

H. Resolution – Authorize Purchase – Computer Equipment

I. Resolution – Expenditure Authorization – La Vista Days Celebration

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

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

MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING February 6, 2024

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

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on January 24, 2024. 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 made the announcements.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED

2. APPROVAL OF THE MINUTES OF THE JANUARY 16, 2024 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT -- RDG PLANNING & DESIGN -- PROFESSIONAL SERVICES -- MUNICIPAL CAMPUS PLAN & DESIGN -- \$6,734.74
4. REQUEST FOR PAYMENT -- OLSSON, INC -- PROFESSIONAL SERVICES -- CITY PARK PAVILION TESTING -- \$900.00
5. REQUEST FOR PAYMENT -- THOMPSON, DREESSEN & DORNER, INC. -- PROFESSIONAL SERVICES -- CENTRAL PARK IMPROVEMENTS -- \$349.50
6. REQUEST FOR PAYMENT -- HGM ASSOCIATES INC -- PROFESSIONAL SERVICES -- EAST LA VISTA SEWER AND PAVEMENT REHABILITATION -- PHASE 2 FINAL DESIGN -- \$27,949.44

7. APPROVAL OF CLAIMS

4 SEASONS AWARDS, services	123.00
ACI-NE, services	35.00
ACTIVE NETWORK, services	371.84
ALLIANCE FOR INNOVATION, services	1,860.00
AMAZON, supplies	1,899.09
AMERICAN HERITAGE LIFE INS CO, services	463.59
ARMBRUST T, supplies	179.94
ARNOLD MOTOR SUPPLY, maint.	238.64
AT&T MOBILITY, phones	98.40
BIBLIOTHECA, books	55.97
BISHOP BUSINESS EQUIP, supplies	1,941.58
BOK FINANCIAL, bonds	190,679.46
CARICATURES BY CONNIE, services	375.00
CENTER POINT, books	46.74
CENTURY LINK/LUMEN, phones	864.52
CINTAS CORP, services	28.83
CITY OF PAPILLION, services	12,124.82
CNA SURETY, services	125.00
COLONIAL LIFE & ACCIDENT INS, services	2,017.56
CONNER PSYCHOLOGICAL, services	1,275.00
CORNHUSKER INTL TRUCKS, maint.	255.16
COX COMMUNICATIONS, services	467.15
CREATIVE PLANNING BUSINESS, services	2,550.00
CROWN TROPHY & AWARDS, services	3,220.50
DEARBORN NATIONAL LIFE, services	8,647.10

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

February 6, 2024

DLR GROUP, services	8,000.00
DOUGLAS COUNTY SHERIFF, services	550.00
EDGEWEAR SCREEN PRINTING, services	1,668.00
FAC PRINT & PROMO CO, services	497.00
FIRST RESPONDER OUTFITTERS, apparel	359.66
FIRST WIRELESS, supplies	313.20
FNIC, services	6,725.75
GALE, books	180.68
GALLS, supplies	347.91
GREAT PLAINS COMMUNICATION, services	2,169.58
GREAT PLAINS UNIFORMS, apparel	551.93
GREATAMERICA FINANCIAL, services	139.51
HOBBY LOBBY STORES, supplies	292.45
HUMANITIES NE, services	75.00
HY-VEE, supplies	438.77
INGRAM LIBRARY SERVICES, books	417.14
KIMBALL MIDWEST, maint.	356.43
KRIHA FLUID POWER CO, maint.	1,039.64
LIBRARY IDEAS, books	2.50
LINCOLN NATIONAL LIFE INS CO, services	6,914.00
LOU'S SPORTING GOODS, supplies	62.96
MALLOY ELECTRIC, maint.	68.66
MATT FRIEND TRUCK EQUIP, maint.	989.39
MEDICA INSURANCE CO, services	151,984.31
MENARDS, supplies	90.36
METLIFE, services	1,166.11
METROPOLITAN CHIEFS ASSOC, services	75.00
MUD, utilities	1,561.08
MICHAEL TODD & CO, supplies	985.13
MID-AMERICAN BENEFITS, services	6,985.12
MID-STATES ORGANIZED CRIME, services	200.00
MIDWEST TAPE, services	201.64
NE DENISTRY/ANIMALS, services	1,560.20
NE DEPT OF LABOR, services	6,682.00
NE DEPT OF REVENUE, taxes	72.74
NL & L CONCRETE, services	255,593.84
NMC GROUP, maint.	293.31
OFFICE DEPOT, supplies	398.35
OPPD, utilities	43,438.25
OMAHA WORLD-HERALD, services	1,799.20
OMNI ENGINEERING, services	504.00
PAYROLL MAXX, payroll & taxes	1,045,810.97
PITNEY BOWES, services	2,244.99
POLICE CHIEFS ASSN OF NE, services	100.00
POLKA DOT ENTERTAINMENT, services	200.00
POMP'S TIRE SERVICE, maint.	2,140.60
RTG BUILDING SERVICES, bldg & grnds	6,765.00
SIEBERT, PAUL, services	150.00
SIGN IT, services	380.00
SUBURBAN NEWSPAPERS, services	163.81
THE CHILD'S WORLD, books	1,497.75
THE COLONIAL PRESS, services	295.26
U.S. CELLULAR, phones	1,874.92
UNITE PRIVATE NETWORKS, services	1,100.00
US POSTAL SERVICE, postage	1,634.64

MINUTE RECORD

February 6, 2024

No. 729 — REDFIELD DIRECT E2106195KV

US BANK NAT'L ASSOC, supplies	15,645.22
WESTLAKE HARDWARE, supplies	486.77
WOODHOUSE FORD, maint.	69.65

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reported on the Strategic Visioning on February 24th and the upcoming Facility Tours.

Assistant City Administrator Ramirez provided an update on the readers in Parking Garage #2.

Library Director Barcal reported on a money donation that was given to a GED Student.

Communications Manager Beaumont played a year end video of 2023.

PRESENTATION – LONG RANGE FINANCIAL FORECAST

Finance Director Harris presented the Long Range Financial Forecast to City Council.

B. CONDITIONAL USE PERMIT – HOPE COURT HOOPS LLC DBA SHOOT 360

1. PUBLIC HEARING

At 6:47 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Conditional Use Permit – Hope Court Hoops LLC dba Shoot 360. Kyle Pelster gave an overview.

At 6:49 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-009 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR HOPE COURT HOOPS, LLC D.B.A SHOOT360 TO ALLOW FOR THE OPERATION OF AN INDOOR RECREATIONAL FACILITY ON LOT 1 CENTECH BUSINESS PARK REPLAT 7.

WHEREAS, Hope Court Hoops, LLC has applied for a Conditional Use Permit to allow for the operation of an indoor recreational facility on Lot 1 Centech Business Park Replat 7; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Hope Court Hoops, LLC d.b.a. Shoot360 to allow for the operation of an indoor recreational facility on Lot 1 Centech Business Park Replat 7.

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

February 6, 2024

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

C. ZONING TEXT AMENDMENTS – SHORT TERM RENTALS

1. PUBLIC HEARING

At 6:51 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Zoning Text Amendments – Short Term Rentals.

At 6:56 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1506 entitled: AN ORDINANCE TO AMEND SECTIONS 2.05, 2.09, 2.19, 2.20, 5.06, 5.07, 5.08, 5.09, 5.19, 7.10, AND 7.19 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 2.05, 2.09, 2.19, 2.20, 5.06, 5.07, 5.08, 5.09, 5.19, 7.10, AND 7.19 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Hale seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1506. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Frederick introduced Ordinance No. 1507 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1505, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Hale seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1507. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale

MINUTE RECORD

February 6, 2024

No. 729 -- REDFIELD DIRECT E2106195KV

and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

E. DECLARE SURPLUS PROPERTY – OUTLOT A LA VISTA

1. PUBLIC HEARING

At 7:00 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Declare Surplus Property – Outlot A La Vista.

At 7:00 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1508 entitled: AN ORDINANCE DIRECTING THE SALE AND CONVEYANCE OF, OUTLOT A LA VISTA LOCATED IN THE NW ¼ AND SW ¼ OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND THE MANNER AND TERMS THEREOF; AND TO AUTHORIZE FURTHER ACTIONS AND PROVIDE AN EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1508. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

F. ORDINANCE – AMEND POLICE RETIREMENT PLAN

Councilmember Thomas introduced Ordinance No. 1509 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND 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.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1509. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

MINUTE RECORD

G. RESOLUTION – AMEND CITY PERSONNEL POLICY AND PROCEDURES MANUAL

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-010 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AMENDING SECTION 8 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING HOLIDAYS.

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 8.3 in the manual regarding holidays be amended to allow Juneteenth to be observed as a holiday; and

WHEREAS, it is the desire of the City Council to amend Section 8 of the Personnel Policy and Procedures Manual to incorporate the change to the above listed subsection.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change to Subsection 8.3 as submitted at the City Council meeting.

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

H. RESOLUTION – ENGINEERING SERVICES AGREEMENT – QUIET ZONE SAFETY MEASURES – REQUIRED PERIODIC REVIEW

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-011 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FELSBURG, HOLT, & ULLEVIG FOR THE REVIEW OF THE LA VISTA QUIET ZONE SUPPLEMENTARY SAFETY MEASURES.

WHEREAS, the City desires to enter into a professional services agreement with Felsburg, Holt & Ullevig (FHU) for the review of the La Vista Quiet Zone Supplementary Safety Measures; and

WHEREAS, the FY23/FY2024 Biennial Budget includes funding for the proposed services and related costs; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a professional services agreement with Felsburg, Holt, & Ullevig for the review of the La Vista Quiet Zone Supplementary Safety Measures.

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

Councilmember Sheehan motioned to move Comments from the Floor up on the agenda ahead of item I. Executive Session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

February 6, 2024

No. 729 — REDFIELD DIRECT E2106195KV

COMMENTS FROM THE FLOOR

There were no comments from the floor.

I. EXECUTIVE SESSION – PERSONNEL

At 7:06 p.m. Councilmember Quick made a motion to go into executive session for the protection of an individual to discuss personnel matters. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matters contained in the motion.

At 7:37 p.m. the Council came out of executive session. Councilmember Thomas made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor or Council.

At 7:38 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



City of La Vista Nebraska
Month Ended January 31, 2024

Monthly Statement of Revenue and Expenditure

January

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	468,634	38,097	-	-	-	-	506,731	-	-
Sales and use taxes	599,980	299,990	-	-	299,990	-	1,199,959	-	-
Other Taxes ²	383,076	406	-	-	4,875	-	388,356	-	-
Licenses and Permits	27,929	-	-	-	-	-	27,929	-	-
Intergovernmental Revenues ³	206,942	-	-	-	-	37,500	244,442	-	-
Charges for Services	10,896	-	-	-	-	1,145	12,040	-	-
Grant income	11,627	-	-	-	-	-	11,627	-	-
Lottery Proceeds	-	-	-	85,839	-	-	85,839	-	-
Interest Income	38,669	69,533	8,738	29,342	35,115	3,010	184,408	27,947	27,947
Sewer Fees	-	-	-	-	-	-	-	332,451	332,451
Other Revenues ⁴	3,682	32,827	-	-	-	18,988	55,497	2	2
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	1,751,434	440,852	8,738	115,181	339,979	60,642	2,716,828	360,401	360,401
Expenditures									
CIP/Capital Outlay	-	-	7,084	-	84,488	8,000	99,573	27,949	27,949
Debt Service: Principal Expense	-	-	-	-	-	-	-	-	-
Debt Service: Interest Expense	-	-	-	-	190,229	-	190,229	-	-
Debt Service: Bond Issue Expense	-	-	-	-	450	-	450	-	-
General Government Expenses	381,916	14,883	-	1,296	-	33,063	431,158	-	-
Public Works	196,135	-	-	-	-	-	196,135	-	-
Public Safety	812,288	-	-	-	-	17,008	829,297	-	-
Culture and Recreation	186,778	-	-	-	-	-	186,778	-	-
Public Library	74,341	-	-	-	-	-	74,341	-	-
Community Betterment	-	-	-	39,555	-	-	39,555	-	-
Community Development	112,660	-	-	-	446	-	113,106	-	-
Sewer	-	-	-	-	-	-	-	584,853	584,853
Total Expenditures	1,764,118	14,883	7,084	40,851	275,614	58,071	2,160,621	612,803	612,803
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Change in Net Position	(12,684)	425,969	1,654	74,331	64,365	2,571	556,207	(252,402)	(252,402)

Key Trends

Revenue

- MUD annual franchise fees of \$106,000 was received in January
- Intergov't revenue in on other funds is Police Academy tuitions
- Intergovernmental Revenues - NE Highway Allocation
- Interest Income \$758K over budget for the year

Expenditures

- \$190K interest payment on bonds in the redevelopment fund paid in January
- Community Betterment expense include final expenses Tree Lighting and Santa's Workshop
- Community Development had a retiree payout in January
- Sewer Expenses in January include 2 month of City of Omaha sewer bills. City of Omaha was behind in their billing

¹Nonmajor Funds (EDF, OSP, PAF,QSF,TIF)

²Other tax - OCC, Hotel, Rest

³Intergovernmental Rev - rev for state, county, other municipality

⁴Other rev - parking, library, other misc.



City of La Vista NE
Monthly Treasurer Report
January FY24

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,527,101	4.2%		\$ 5,281	1/17/2024
	Dayspring Bank	\$ -	0.6%		\$ -	1/24/2024
	Total CD's	\$ 1,527,101				
Money Market	Access Bank	\$ 2,419,049	2.8%	\$ 5,981		
	Dayspring Bank	\$ 11,139,088	4.9%	\$ 51,471		
	NPAIT	\$ 27,291,669	5.3%	\$ 128,145		
	Nebraska Class	\$ 6,370,960	5.5%	\$ 27,728		
	NFIT	\$ -				
	Total Money Market	\$ 47,220,765				
Checking	Access Bank	\$ 2,027,978	1.0%	\$ 570		
	Dayspring Bank	\$ 30,591	0.0%	\$ -		
Savings	Access Bank	\$ 512,580	1.0%	\$ 398		
Total Portfolio		\$ 51,319,016		\$ 214,293	\$ 5,281	

Key Trends

- New checking acct at DaySpring Bank is for the employee Flex Savings Acct. These are restricted funds for Flex Spending only.
- Unrestricted cash of \$13.4M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- FY24 interest income is \$758K over budget for the year, we have earned \$853K in interest so far in FY24

LAMP RYNEARSON

PLEASE REMIT PAYMENT TO:

Lamp Rynearson
14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

February 13, 2024

Invoice No: 0323026.01 - 0000004

Jeff Calentine
Deputy Director of Public Works
City of La Vista, NE
8116 Park View Boulevard
La Vista, NE 68128

Project 0323026.01 La Vista 2023 Pavement Condition

**** Final Invoice ****

Professional Services through February 03, 2024

Task 100 Design Services

Professional Personnel

	Hours	Rate	Amount
Project Manager II	4.80	163.00	782.40
Project Engineer IV	.60	147.00	88.20
Project Administrator III	.50	112.00	56.00
Totals	5.90		926.60
Total Labor			926.60
Total this Task			\$926.60

Billing Limits

	Current	Prior	To-Date
Total Billings	926.60	36,630.60	37,557.20
Limit			37,700.00
Remaining			142.80

Total this Invoice \$926.60

OK to pay
JC 2/14/24
05.71.0917.000 STPT 23010

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA**

Subject:	Type:	Submitted By:
APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK/SAFETY STEERING COMMITTEE CHAIRPERSON

SYNOPSIS

A resolution has been prepared in reference to the appointment of selected personnel to the La Vista Safety Steering Committee.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

In accordance with the provision of state law 48-443, the Safety Steering Committee is comprised of an equal number of representatives for the Employer and the Employees. It is intended that the committee represent a diverse cross-section of city departments and employees. On January 5, 2024 our Chief Building Official retired. Jeff Sennett served on the committee since its inception and was our chairman for several years. Brad Baber has taken Jeff's place as the Chief Building Official and he will fill that vacant spot.

I recommend the appointment of this individual to fill the vacancy of a 2-year term:

Brad Baber Employer Representative (fill vacancy) 2-year term through 4/2025

Other members of the Safety Steering Committee include:

Pam Buethe	Employer Representative (Chairman)	2-year term through 4/2025
Don Pluta	Employee Representative	2-year term through 4/2025
Karl Meister	Employee Representative (FOP)	2-year term through 4/2025
Todd Armbrust	Employer Representative	2-year term through 4/2024
Terry Foster	Employee Representative	2-year term through 4/2024
David Karlson	Employee Representative	2-year term through 4/2024
Wendy Lowry	Employer Representative	2-year term through 4/2024
Jean Hurst	Ex-Officio (Non-Voting)	
Jeff Jones	Ex-Officio (Non-Voting) (Fire)	

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF A SAFETY STEERING COMMITTEE MEMBER.

WHEREAS, The City Council of the City of La Vista has determined that an appointment to the La Vista Safety Steering Committee is necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointment complies with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby appoint the following city employee to the La Vista Safety Steering Committee for the term specified:

Brad Baber Employer Representative (fill vacancy) 2 year term through 4/2025

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

User: LELIAS

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2923(E)	02/06/2024	FNIC	6,730.75	N
2924(A)	02/06/2024	ABM INDUSTRIES, INC	30,328.35	N
2925(A)	02/06/2024	QUESTICA LTD.	23,175.00	N
141406	02/07/2024	HGM ASSOCIATES, INC.	27,949.44	N
141407	02/07/2024	OLSSON, INC.	900.00	N
141408	02/07/2024	RDG PLANNING & DESIGN	6,734.74	N
141409	02/07/2024	THOMPSON DREESSEN & DORNER, INC.	349.50	N
141410	02/07/2024	FITZGERALD SCHORR BARMETTLER	29,835.60	N
141411	02/07/2024	O'REILLY AUTO PARTS	5,951.78	N
2926(E)	02/08/2024	US BANK NATIONAL ASSOCIATION	19,751.27	N
2934(E)	02/15/2024	ACCESS BANK	35.00	N
2935(E)	02/15/2024	ACTIVE NETWORK LLC	96.11	N
2936(E)	02/15/2024	BLACK HILLS ENERGY	11,856.85	N
2937(E)	02/15/2024	CENTURY LINK/LUMEN	80.49	N
2938(E)	02/15/2024	COX COMMUNICATIONS, INC.	1,364.18	N
2939(E)	02/15/2024	ESSENTIAL SCREENS	296.22	N
2940(E)	02/15/2024	GREAT PLAINS COMMUNICATION	1,084.79	N
2941(E)	02/15/2024	GREATAMERICA FINANCIAL SERVICES	3,782.89	N
2942(E)	02/15/2024	MARCO INCORPORATED	61.43	N
2943(E)	02/15/2024	METROPOLITAN UTILITIES DISTRICT	1,359.16	N
2944(E)	02/15/2024	MID-AMERICAN BENEFITS INC	237.18	N
2945(E)	02/15/2024	NE DEPT OF REVENUE-LOTT/51	83,713.00	N
2946(E)	02/15/2024	NE DEPT OF REVENUE-SALES TAX	63.75	N
2947(E)	02/15/2024	PAYROLL MAXX	431,264.11	N
2948(E)	02/15/2024	U.S. CELLULAR	1,875.13	N
0(E)	02/20/2024	POINT C HEALTH	8,164.91	N
2949(A)	02/20/2024	CITY OF OMAHA	779,070.00	N
2950(A)	02/20/2024	CITY OF PAPILLION - MFO	237,694.00	N
2951(A)	02/20/2024	SHI INTERNATIONAL CORP.	656.80	N
141530	02/20/2024	A-1 FLAGS, POLES, AND REPAIR LLC	200.00	N
141531	02/20/2024	ACTION BATTERIES UNLTD INC	22.00	N
141532	02/20/2024	AKRS EQUIPMENT SOLUTIONS, INC.	1,587.64	N
141533	02/20/2024	AMAZON CAPITAL SERVICES, INC.	3,571.72	N
141535	02/20/2024	ARCORO HOLDINGS CORP	1,995.00	N
141536	02/20/2024	ARNOLD MOTOR SUPPLY	2,727.44	N
141538	02/20/2024	BABER, BRAD	310.50	N
141539	02/20/2024	BACON LETTUCE CREATIVE	3,893.60	N
141540	02/20/2024	BIBLIOTHECA LLC	54.39	N
141541	02/20/2024	BIG RED LOCKSMITHS	160.00	N
141542	02/20/2024	BISHOP BUSINESS EQUIPMENT	1,471.19	N
141543	02/20/2024	BLUE COURAGE LLC	22,280.00	N
141544	02/20/2024	BOBCAT OF OMAHA	254.40	N
141545	02/20/2024	BRONDELL INC	79.99	N
141546	02/20/2024	BUSBOOM, DAN	198.00	N
141547	02/20/2024	CENTER POINT, INC.	236.10	N
141548	02/20/2024	CENTURY LINK/LUMEN	1,768.16	N
141549	02/20/2024	CINTAS CORPORATION NO. 2	1,727.87	N

User: LELIAS

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
141550	02/20/2024	CITY OF PAPILLION	21,703.80	N
141551	02/20/2024	COLLAB. SUMMER LIBRARY PROGRAM	886.83	N
141552	02/20/2024	CONVERGINT TECHNOLOGIES LLC	1,218.28	N
141553	02/20/2024	CULLIGAN OF OMAHA	45.65	N
141554	02/20/2024	DELL MARKETING L.P.	26.50	N
141555	02/20/2024	DFC FLOORING SPECIALISTS	9,678.63	N
141556	02/20/2024	DXP ENTERPRISES INC	134.00	N
141557	02/20/2024	EYMAN PLUMBING INC	617.52	N
141558	02/20/2024	FASTENAL COMPANY	12.18	N
141559	02/20/2024	FERGUSON US HOLDINGS INC	369.00	N
141560	02/20/2024	FIKES COMMERCIAL HYGIENE LLC	33.00	N
141561	02/20/2024	FIRST NATIONAL BANK OF OMAHA	38.10	N
141562	02/20/2024	FIRST RESPONDER OUTFITTERS, INC	32.23	N
141563	02/20/2024	FISHER PARKING & SECURITY INC	10,078.00	N
141564	02/20/2024	FLAGSHOOTER INC	222.72	N
141565	02/20/2024	FUN EXPRESS LLC	77.88	N
141566	02/20/2024	GALE	28.49	N
141567	02/20/2024	GENERAL FIRE & SAFETY EQUIP CO	2,380.50	N
141568	02/20/2024	GENERAL TRAFFIC CONTROLS INC	55.00	N
141569	02/20/2024	GENUINE PARTS COMPANY-OMAHA	337.78	N
141570	02/20/2024	GREAT PLAINS UNIFORMS	453.46	N
141571	02/20/2024	GREGG YOUNG CHEVROLET INC	1,217.75	N
141572	02/20/2024	HANEY SHOE STORE	131.99	N
141573	02/20/2024	HOBBY LOBBY STORES INC	213.89	N
141574	02/20/2024	HOTSY EQUIPMENT COMPANY	148.24	N
141575	02/20/2024	HY-VEE SHADOW LAKE	734.64	N
141576	02/20/2024	INGRAM LIBRARY SERVICES LLC	1,693.60	N
141577	02/20/2024	J & J SMALL ENGINE SERVICE	2,799.00	N
141578	02/20/2024	KANOPY, INC.	248.00	N
141579	02/20/2024	KINDIG, DOUGLAS	79.34	N
141580	02/20/2024	KRIHA FLUID POWER CO INC	427.32	N
141581	02/20/2024	LABRIE, DONALD P	600.00	N
141582	02/20/2024	LARSEN SUPPLY COMPANY	655.50	N
141583	02/20/2024	LARSON, CRYSTAL	53.84	N
141584	02/20/2024	LIBRARY SUPPLY	105.32	N
141585	02/20/2024	MATHESON TRI-GAS INC	292.56	N
141586	02/20/2024	MECHANICAL SALES INC	220.55	N
141587	02/20/2024	MENARDS-RALSTON	688.58	N
141588	02/20/2024	METRO AREA TRANSIT	1,684.00	N
141589	02/20/2024	METROPOLITAN COMMUNITY COLLEGE	19,051.12	N
141590	02/20/2024	METROPOLITAN UTILITIES DISTRICT	38.74	N
141591	02/20/2024	MICHAEL TODD AND COMPANY INC	379.23	N
141592	02/20/2024	MIDWEST TAPE	94.90	N
141593	02/20/2024	MIDWEST TURF & IRRIGATION	3,191.69	N
141594	02/20/2024	MSC INDUSTRIAL SUPPLY CO	119.24	N
141595	02/20/2024	NCOA/MIKE CHRISTENSEN	450.00	N
141596	02/20/2024	NE ASSN OF COMM PROPERTY OWNERS	30.00	N

User: LELIAS

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
141597	02/20/2024	NEBRASKA ARBORISTS ASSOCIATION	215.00	N
141598	02/20/2024	NEBRASKA IOWA INDL FASTENERS INC	67.12	N
141599	02/20/2024	NEBRASKA STATE PATROL	2,714.50	N
141600	02/20/2024	NEWMAN SIGNS INC	3,715.52	N
141601	02/20/2024	NMC GROUP INC	154.74	N
141602	02/20/2024	NPZA-NE PLANNING/ZONING ASSN	705.00	N
141603	02/20/2024	OFFICE DEPOT INC	381.99	N
141604	02/20/2024	OLD NEWS	17.00	N
141605	02/20/2024	OMAHA SLINGS INCORPORATED	140.10	N
141606	02/20/2024	OMAHA WORLD-HERALD	966.20	N
141607	02/20/2024	OMNI ENGINEERING	1,639.75	N
141608	02/20/2024	ONE CALL CONCEPTS INC	263.84	N
141609	02/20/2024	PAPILLION SANITATION	5,806.48	N
141610	02/20/2024	PER MAR SECURITY SERVICES	430.20	N
141611	02/20/2024	POMP'S TIRE SERVICE, INC	4,513.52	N
141612	02/20/2024	RTG BUILDING SERVICES INC	6,765.00	N
141613	02/20/2024	SARPY COUNTY FISCAL ADMINSTRTN	9,365.30	N
141614	02/20/2024	SARPY DOUGLAS LAW ENFORCE. ACADEMY	3,000.00	N
141615	02/20/2024	SARPY DOUGLAS LAW ENFORCE. ACADEMY	51.00	N
141616	02/20/2024	SCHAEFFER MANUFACTURING COMPANY	686.40	N
141617	02/20/2024	SHERWIN-WILLIAMS	119.93	N
141618	02/20/2024	SIGN IT	427.00	N
141619	02/20/2024	SMALL, BRADY	114.50	N
141620	02/20/2024	SPORTS FACILITY MAINTENANCE, LLC	3,060.00	N
141621	02/20/2024	SUBURBAN NEWSPAPERS INC	246.71	N
141622	02/20/2024	SUCCESS FACTORS INCORPORATED	12,617.12	N
141623	02/20/2024	TEAMSIDELINE.COM	699.00	N
141624	02/20/2024	THE COLONIAL PRESS, INC	6,955.27	N
141625	02/20/2024	THE FILTER SHOP, INC.	86.20	N
141626	02/20/2024	THE LIBRARY STORE INC	187.40	N
141627	02/20/2024	THE SCHEMMER ASSOCIATES INC	770.00	N
141628	02/20/2024	THE WALDINGER CORPORATION	1,100.00	N
141629	02/20/2024	THREE RIVERS LIBRARY SYSTEM	15.00	N
141630	02/20/2024	TORNADO WASH LLC	147.00	N
141631	02/20/2024	TRAFFIC AND PARKING CONTROL CO, INC	1,370.50	N
141632	02/20/2024	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
141633	02/20/2024	TRUCK CENTER COMPANIES	530.61	N
141634	02/20/2024	TURF TANK	1,700.00	N
141635	02/20/2024	TURFWERKS	531.30	N
141636	02/20/2024	TY'S OUTDOOR POWER & SERVICE	1,030.02	N
141637	02/20/2024	UNITE PRIVATE NETWORKS LLC	4,950.00	N
141638	02/20/2024	UNITED PARCEL SERVICE	13.32	N
141639	02/20/2024	UNMC	338.00	N
141640	02/20/2024	VERIZON CONNECT NWF, INC.	608.00	N
141641	02/20/2024	VERIZON WIRELESS	18.02	N
141642	02/20/2024	VERIZON WIRELESS	365.85	N
141643	02/20/2024	VOIANCE LANGUAGE SERVICES, LLC	41.12	N

Check #	Check Date	Vendor Name	Amount	Voided
141644	02/20/2024	WALMART COMMUNITY BRC	366.63	N
141645	02/20/2024	WELDON PARTS INC.	1,593.43	N
141646	02/20/2024	WINTER EQUIPMENT COMPANY INC	2,047.50	N
141647	02/20/2024	ZEITNER, ZACH	114.50	N
145	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$1,924,616.61	0

Check #	Check Date	Vendor Name	Amount	Voided
---------	------------	-------------	--------	--------

APPROVED BY COUNCIL MEMBERS ON: 02/20/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – POINT C	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to authorize the execution of a professional services agreement with Point C, Cherry Hill, New Jersey to administer the City's Flexible Spending Account (FSA) Plan in an amount not to exceed \$2,706.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The City has a contract with Mid-American Benefits, Omaha, Nebraska, to provide administrative services related to the City's FSA Plan. Recently, Mid-American Benefits has partnered with Point C for several administrative services including FSA Plans. With the change to Point C, we are asking for approval of a new professional services agreement with Point C to provide the administrative services associated with the City's FSA Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH POINT C, CHERRY HILLS, NEW JERSEY TO PROVIDE PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE CITY'S FSA PLAN IN AN AMOUNT NOT TO EXCEED \$2,706.00.

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

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

WHEREAS, that the form of amended and restated Welfare Benefit Plan, effective January 01, 2024, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the city are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan; and

WHEREAS, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan; and

WHEREAS that the proper agents of the City shall act as soon as possible to notify the employees of the City of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the Mayor to execute a professional services agreement with Point C to provide professional administrative services for the City's FSA plan in an amount not to exceed \$2,706.00.

PASSED AND APPROVED THIS 20TH DAY FEBRUARY OF 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC

December 19, 2023

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

**RE: City of La Vista
Invoice: 24187.01
Point C Administration Agreements**

Hello,

On behalf of Mid-American Benefits and Point C we would like to thank you for your business. Our goal is to exceed your expectations in service excellence. If there is anything we can do to better service you, please let us know.

Please review the (FSA) Setup and Plan Administration Fees listed below.

Services	Volume	Rate	Total
Plan Set-up		\$500.00	Waived
Debit Card Set-up Per Card	41	\$3.50	Waived
Monthly Plan Administration PEPM	41	\$5.50 (MMF \$75.00)	\$225.50
<i>Fees shown will be on the next monthly invoice.</i>			
Total			\$225.50

To assist in proper and accurate administration and clear communication, I have attached to this letter, agreement(s) outlining our responsibilities to your organization. Enclosed are the following:

Consumer Directed Administration Agreement
Schedule B
Business Associate Agreement

Since these agreements are also for our mutual protection, I ask that you review them with your corporate counsel. If everything is in order based on the scope of the work we have been retained to provide, please sign, and return a copy to our office.

Sincerely,

Debbie Klein

Debbie Klein
Manager Consumer Directed Benefits

Enclosures

Point C

Administration Agreement

This Administrative Services Agreement and accompanying exhibits and appendices which are attached hereto and incorporated herein (collectively referred to as the "Agreement") made the **1st** day of **January, 2024** ("Effective Date"), by **City of La Vista** ("Plan Sponsor"), **City of La Vista** ("Plan Administrator") and Point C. ("Contractor"), a corporation formed and existing under the laws of the State of New Jersey, having its principal place of business at 1934 Olney Ave., Suite 200, Cherry Hill, NJ 08003.

The purpose of this Agreement is to state the terms and conditions by which the Contractor will provide independent administrative services to the Plan Sponsor as it relates to administration of the Plan(s). This Agreement shall not be deemed to be a contract of insurance under any laws or regulations. The Contractor does not insure, guarantee or underwrite liability. The Contractor has no responsibility and the Plan Sponsor has total responsibility for payment of claims arising under the Plan and all expenses incidental to it.

WHEREAS, the Plan Sponsor desires to make available a program of healthcare benefits (the "Plan") and funds said Plan from general assets of the employer through salary reductions and/or other assets;

WHEREAS, the Plan Sponsor wishes to contract with an independent third party to perform certain services with respect to the Plan as enumerated below;

WITNESSETH

DEFINITIONS

For purposes of this Agreement, the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular shall include the plural and the plural shall include the singular.

Adjudicate means process (electronically or manually) and pay, deny or pend for additional information, all claims submitted to the Plan.

Calendar Year means January 1st through December 31st of the same year.

Claim means a request by a Claimant for payment or reimbursement for Covered Services from the Plan.

Claimant means any person or entity submitting expenses for payment or reimbursement from the Plan.

Claims Payment Account means an account established on behalf of the Plan Sponsor for payment or reimbursement for Covered Services, which Account shall be an asset of the Plan Sponsor.

Claims Runout means Claims that are incurred but unreported and/or unpaid as of the effective date of termination of this Agreement.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Covered Services means the care, treatments, services, or supplies described in the Plan Document as eligible for payment or reimbursement from the Plan.

Employer means Plan Sponsor (unless otherwise stated), and any successor organization or affiliate of such Employer which assumes the obligations of the Plan and this Agreement.

Initial: _____

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Health Care Providers means physicians, dentists, hospitals, or other medical practitioners or medical care facilities that are duly licensed and authorized to receive payment or reimbursement for Covered Services provided under the terms of the Plan.

Paid Claims means claims for benefits solely funded by Plan Sponsor and submitted for processing to Contractor and for which payment has been issued to the Claimant or assignee.

Plan means the self-funded employee welfare benefit plan, which is the subject of this Agreement and which the Plan Sponsor has established pursuant to the applicable Plan Document.

Plan Document means the instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan which provide for the payment or reimbursement of Covered Services, as may be amended from time to time.

Plan Participant is any person eligible for enrollment, and his/her covered dependents, who are properly enrolled and entitled to benefits from the Plan. Persons eligible for enrollment are those who meet the Plan's eligibility requirements.

Plan Year means the period of time specified as such in the Plan Document.

Summary Plan Description means the document required to be provided to Plan Participants under Sec. 102 of ERISA that describes the terms and conditions under which the Plan operates. In the event of any conflict or inconsistency between the Summary Plan Description and the Plan Document, the terms of the Plan Document will control, when permitted by law.

Utilization Management means the review and evaluation of medical necessity and appropriateness of the use of health care services, procedures or facilities utilized by a Plan Participant under the terms of the Plan.

Initial:_____

SECTION I

The Plan

- 1.1 The Plan Sponsor has established the Plan, providing means by which Plan Participants can secure the benefits set forth in the Plan.
- 1.2 The Plan Sponsor acknowledges that it serves as Plan Administrator and Named Fiduciary (as those terms are defined in ERISA), and shall have discretionary authority and control over the management of the Plan, and all discretionary authority and responsibility for the administration of the Plan. The Contractor does not serve either as Plan Administrator or as a Named Fiduciary of the Plan. All functions, duties and responsibilities of the Contractor are governed exclusively by this Agreement and the Plan Document.
- 1.3 Notwithstanding anything herein to the contrary, it is acknowledged and understood that the source of funding for payment of claims are contributions made by the Plan Sponsor, the Plan Administrator or, if applicable, the Plan Sponsor's employees.
- 1.4 The Plan Sponsor and Plan Administrator have retained Contractor to provide services to the Plan Sponsor, Plan Administrator and Plan Participants in accordance with the terms and conditions of this Agreement and pursuant to Schedules attached hereto and made a part hereof.
- 1.5 Plan Sponsor shall fund the Claims Payment Account and grant the Contractor drafting authority with respect to such Account. The Contractor shall notify the Plan Sponsor of the amount necessary to pay Claims adjudicated from the previous check cycle and the Plan Sponsor will deposit amounts necessary to pay such claims within five(5) business days or as agreed upon by and between the parties. Unless otherwise arranged with the Contractor, The Claims Payment Account shall be set up by the Plan Sponsor who shall execute and deliver to the Contractor and a depository selected by the Plan Sponsor any and all documents necessary to empower the Contractor to act as signatory on such account.
- 1.6 Plan Administrator will Pre-fund in a Claim Account established by Contractor on behalf of the Plan.
 - a. Debit Card Funding Option:
 - a. Daily: 3% of Covered Employee Annual Benefit
 - b. Weekly: 5% of Covered Employee Annual Benefit
 - c. Monthly: 10% of Covered Employee Annual Benefit
- 1.7 With the exception of the initial funding of the Claims Payment Account, claim funding requests will be fulfilled by ACH (Automated Clearing House). If funding by check is requested in place of ACH, the Pre-fund amount will be increased to two (2) times the above deposit per covered employee.

SECTION II

The Contractor

- 2.1 The Contractor shall assist the Plan Sponsor and the Plan Administrator in the administration and management of the Plan as it may be requested and authorized from time to time.
- 2.2 The Plan Administrator and Plan Sponsor authorize the Contractor to do all things deemed necessary or convenient to carry out the terms and purposes of this Agreement.
- 2.3 Subject to Paragraph 2.4, the Contractor shall have the responsibility for processing Claims under the Plan and for arranging for the payment thereof from funds of the Plan by issuing a check or draft upon the Claims Payment Account. The Contractor shall honor any assignment of benefits of a Plan Participant under the Plan to any person or institution qualified as an assignee under the Plan Document.
- 2.4 The Contractor shall use reasonable care and due diligence in exercising its duties and responsibilities under this Agreement. Provided that the Contractor meets the standard of care set forth in this Paragraph, the Contractor shall not be liable to the Plan, the Plan Sponsor, the Plan Administrator or any third party, including without limitation, the Sponsor's employees, for any disputed claim or failure to pay a claim. In no event shall the

Initial: _____

Contractor be liable for any act or failure to act on the part of any insurance carrier utilized in connection with the Plan, including without limitation, any failure by such carrier to pay a claim.

- 2.5 If for any reason an action is brought against Contractor by the United States of America or any state or federal agency to recover for any payment with respect to any item of service under the Plan, whether under 42 U.S.C. §1395(b) (B) (2) (ii) or otherwise (a "Recovery Action"), the Plan Administrator and the Plan Sponsor shall indemnify, defend and hold harmless Contractor against such Recovery Action and shall reimburse on demand Contractor for any amount any such party recovers against Contractor in connection with any such Recovery Action.
- 2.6 The Plan Sponsor agrees that the Contractor shall have no liability for any refusal by any insurance company to issue or to continue any policy, or for any termination of any policy by any insurance company, or for any action by any insurance company.
- 2.7 The Contractor shall render monthly reports to the Plan Sponsor and/or Plan Administrator in accordance with a Schedule, mutually agreed upon between the parties, which shall include the following:
- a. Receipts of the Plan, other than deposits made by the Plan Sponsor from its own funds or from collections from employees.
 - b. Disbursements, by category, made or recommended by the Contractor or Plan Administrator under the Plan.
- 2.8 The Contractor, at its expense, shall obtain the bond required by Section 412 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The amount of the bond shall be fixed at the beginning of each Plan Year and shall not be less than the greatest of (i) 10 percent of the amount of funds handled by the Contractor under this Agreement or (ii) \$1,000.
- 2.9 The Contractor shall:
- a. Assist and/or arrange preparation of the Plan Document/Summary Plan Description (collectively, "Documents"). Documents will include when necessary or requested Board Resolutions and Salary reduction/change of election forms. Contractor will customize such documentation only to the extent necessary to incorporate the Employer's responses to plan design questions submitted by Contractor. In addition, Contractor will provide sample document changes to comply with revisions in applicable legislation or regulations; however Contractor shall in no case be liable to Plan Administrator, Plan Sponsor, or any Plan Participant for any damage or harm resulting from a change in applicable law or regulation.
 - b. Process and maintain employee census, including initial enrollments, annual enrollments and changes made to such payroll deductions in accordance with the terms of the Plan. All elections and changes to elections will be processed in accordance with the terms of the Plan.
 - d. Follow the claims administration procedures and practices as determined by the Plan Document(s).
 - e. Provide suitable facilities, personnel, procedures, forms and instructions for the administration of claims under the Plan.
 - f. With the assistance of Plan Sponsor and Plan Administrator, when necessary, certify eligibility of Plan Participants to receive payments under the Plan.
 - g. Determine, in accordance with the Plan Documents and reasonable claims administration procedures and practices, the qualification of claims submitted.
 - h. Make payments with Plan Sponsor's funds as provided for in the Plan Documents, of the amount due with respect to claims that qualify under the Plan Documents as provided above.
 - i. Provide advice on disputed claims.
 - j. Refer to Plan Administrator, for consideration and final decision, any claim or class of claims Plan Administrator may specify or for which an exercise of discretionary authority is necessary, including but not limited to claims involving:

Initial:_____

- a. Eligibility;
 - b. A question with respect to qualification of claims submitted under the terms of the Plan;
 - c. A question with respect to the amount due; and
 - d. Any controversy, for which the Contractor will furnish Plan Administrator with an analysis of the issues to assist Plan Administrator in reaching a decision.
- k. Report to Plan Administrator with respect to non-routine claims in process.
 - l. Submit to Plan Administrator a monthly accounting of payments made, with sufficient detail to provide for the audit and control of funds used.
 - m. Make custom reports available to Plan Sponsor and/or Administrator at the specified rates in Schedule "B"
 - n. Submit to Plan Sponsor and Plan Administrator an annual accounting of benefit payments to participants and dependents by major line of coverage.
 - o. Provide advice on benefit and Plan Document revisions as requested by Plan Sponsor and/or Administrator.
 - p. Assist Plan Sponsor in preparation of Plan Amendments and related materials as necessary. The Contractor shall be remunerated on an hourly basis as specified in Schedule "B".
 - q. Plan Sponsor will have access to web-based tools, allow plan members to check status of claims, request identification cards, add/remove dependents, review balances (where applicable), and access comprehensive plan performance metrics.
 - r. Various levels of access and information will be developed, with authorization to access different levels set by the Plan Sponsor. Plan Sponsor will be responsible for submitting customization requests, and providing a list of who is to be provided which level of access.
 - s. Provide storage for Plan Sponsor records related to the Plan. Hard copy records will be destroyed in compliance with HIPAA standards, unless the Plan Sponsor wishes to retain hard copy records at its location, in which case, the Plan Sponsor will be solely responsible for maintaining the integrity and the confidentiality of the records and must inform Contractor of its desire to retain said hard copy records with enough advance notice to reasonably comply with the request.

SECTION III

Claims for Benefits

- 3.1 Any Plan Participant may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Contractor. Each applicant shall fully and truthfully complete such application for benefits and the applicant shall supply such pertinent information as may be required by the Contractor.
- 3.2 Notwithstanding anything herein to the contrary, the Contractor's due investigation and verification shall be limited to a review of the application for benefits to verify that the applicant is a Plan Participant or duly authorized representative/assignee, that the claimed benefit is covered by the Plan and that any deductible or other prerequisite under the Plan has been met. The Contractor can rely on the factual statements contained in any application unless such statements are such that any reasonable person would recognize them as fraudulent on their face.
- 3.3 The Contractor shall not be liable for any action taken at the direction of the Plan Administrator and/or the Plan Sponsor not to pay or honor any Claim. The Plan Administrator and the Plan Sponsor agree to indemnify and hold the Contractor harmless in all instances in which the Contractor follows the express directions of the Plan Sponsor and/or Plan Administrator.

Initial: _____

- 3.4 The Contractor may, at its option, and unless the Plan Participant request otherwise in writing not later than the time of filing proofs of claim, arrange payment of the applicable benefits directly to the health provider rendering the service. Nothing herein contained shall be construed to require that a service be provided by a particular health provider.

SECTION IV

Cost of Administration

- 4.1 The Contractor shall be entitled to fees for its services under this Agreement which shall be payable on a monthly basis, except for the installation or annual compliance fees, in accordance with the Schedule of Fees attached to this Agreement as Schedule "B", as revised each contract anniversary, (or more frequently if additional services are requested by Plan Sponsor or Plan Administrator) and signed by a representative of the Plan Sponsor and/or Plan Administrator.
- 4.2 An administrative fee invoice will be mailed to Plan Administrator's designee on a monthly basis. Funding of invoice is due on the 1st of the month following receipt. Payments not received by the 10th of the month will incur a delinquent fee as described below.
- a. Past due Administrative fees: 1% of outstanding fees per month.
- 4.3 Plan Claim Funding request will be requested no less than a weekly basis. Funding of claims is due within 10-days of funding request. Payments not received within 10-days of the funding request will incur an administrative delinquency fee as described below.
- a. Past due claim funding administration fee: 1% of outstanding funding request.

SECTION V

The Plan Sponsor and Plan Administrator

- 5.1 As of the Effective Date of this Agreement, if requested, the Plan Sponsor and/or Plan Administrator shall provide the Contractor with a complete list of all employees of the Plan Sponsor who are eligible for benefits from the Plan. Thereafter, the Plan Sponsor and/or Plan Administrator shall notify the Contractor on a monthly basis of all changes in participation. This information shall be provided in a format reasonably acceptable to the Contractor and include the following for each Plan Participant: name and address, Social Security number, date of birth, type of coverage, sex, relationship to employee, changes in coverage, date coverage begins or ends, and any other information necessary to determine eligibility and coverage levels under the Plan. The Plan Sponsor assumes responsibility for any erroneous disbursement of benefits by the Contractor caused by error or neglect on the Plan Sponsor's part in providing eligibility and coverage information to the Contractor, including but not limited to failure to give timely notification of ineligibility of a former Plan Participant. Eligibility information may be communicated via electronic eligibility file, transmitted to Contractor by Plan Sponsor.
- 5.2 The Plan Sponsor and/or Plan Administrator shall collect the contributions, if any, made by the employees of the Plan and shall transfer the money collected to the Claims Payment Account on at least on a monthly basis. The Plan Sponsor, upon notice from the Contractor, shall pay to the Claims Payment Account any deficiencies in the Plan. The obligation to adequately fund the Claims Payment Account for payment of benefits shall always remain on the Plan Sponsor and the Plan Administrator and the funding of the Claims Payment Account and Plan shall never be the responsibility of the Contractor.
- 5.3 The Plan Sponsor and/or Plan Administrator shall assist in the enrollment of the employees in the Plan, cooperate with the Contractor with regard to proper settlement of claims, and transmit any inquires pertaining to the Plan to the Contractor. The Plan Sponsor and Plan Administrator shall maintain a supply of forms, enrollment material or other documents and shall distribute or make available such documents to the employees.

Initial: _____

- 5.4 The Plan Sponsor and/or Plan Administrator shall provide all materials and documents, including summaries for employees, reports, applications and notice forms, as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing laws.
- 5.5 Indemnification. In addition to the terms already set forth, each party agrees to indemnify and hold harmless the other party against all claims, demands, costs, expenses (including reasonable attorneys' fees), liabilities, and losses arising under this Agreement where such claims, demands, costs, expenses, liabilities, and losses are caused by acts or omissions of the indemnifying party.
- a. The Contractor will indemnify, defend, and hold the Plan Sponsor and Plan Administrator and their respective directors, officers and employees harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Plan Sponsor or Plan Administrator may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Contractor or its employees, or by a breach of confidentiality or right of privacy of any Plan Participant by the Contractor except for acts taken at the specific direction of the Plan Sponsor or Plan Administrator. Should the Contractor be called upon to indemnify the Plan Sponsor or Plan Administrator, it may at its discretion choose to handle any defense efforts necessary to counter claims against the Contractor and/or the Plan Sponsor or Plan Administrator which would give rise to, and necessitate, said indemnification. The Contractor shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Plan Sponsor or Plan Administrator or agents thereof. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement. The remedy for payments made in error will be to seek recovery from the Plan Participant or the provider of services.
 - b. The Plan Sponsor and Plan Administrator will indemnify, defend, and hold the Contractor and its respective directors, officers and employees harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Contractor may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Plan Sponsor or Plan Administrator or their employees, or by the Plan Sponsor or Plan Administrator's breach of confidentiality or right of privacy of any Plan Participant except for acts taken at the specific direction of the Contractor. Should the Plan Sponsor or Plan Administrator be called upon to indemnify the Contractor, it may at its discretion choose to handle any defense efforts necessary to counter claims against the Contractor and/or the Plan Sponsor or Plan Administrator which would give rise to, and necessitate, said indemnification. The Plan Sponsor and Plan Administrator shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Contractor or agents of the Contractor. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement.
 - c. The Contractor will not be liable for any damages, assessments, or other contractual or other issues arising between the Plan Sponsor or Plan Administrator and any vendor thereof, even in the event the Contractor has suggested, introduced, or otherwise endorsed the particular vendor. Contracting with vendors and ensuring that such contracts are adhered to is ultimately the responsibility of the Plan Sponsor.
- 5.6 Notwithstanding anything in this agreement to the contrary, in no event will the Contractor be liable to the Plan Sponsor or the Plan Administrator for any incidental, indirect, special, consequential or non-pecuniary damages of any kind or nature whatsoever arising out of this agreement, whether based in warranty, contract, negligence, strict liability or other tort, breach of any statutory duty, principles of indemnity or contribution, or any other legal theory.
- 5.7 Plan Sponsor will maintain excess loss insurance with a carrier approved by the Contractor and promptly notify the Contractor of any termination, expiration, lapse, or modification of this insurance, if applicable.

Initial: _____

- 5.8 The Plan Sponsor will not require the Contractor, under any circumstances, to issue payment(s) for Claims, or any other costs arising out of the subject matter of this Agreement, unless the Plan Sponsor has previously deposited sufficient funds in the Claims Payment Account or otherwise made sufficient funds available to Contractor to cover such payment(s).

SECTION VI

Termination of the Agreement

- 6.1 Either party may terminate this Agreement on each Plan anniversary. Additionally, either party may terminate this Agreement by providing the other party written notice of termination if: (a) the other party materially breaches its obligations under this Agreement, and the breach is not cured within ninety (90) calendar days after written notice of the breach is provided by the non-breaching party; or (b) the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership or similar proceeding, is deemed by the Commissioner of the New Jersey Department of Banking and Insurance to be an "impaired third party administrator" as defined at N.J.A.C. 11:23-1.2, or makes a general assignment for the benefit of its creditors.
- 6.2 All obligations of the Contractor related to the rights of Plan Participants to payment of benefits under the Plan will be terminated and extinguished on the effective date of termination even if the claim for such benefits arose prior to the termination of this Agreement.
- 6.3 If this Agreement is terminated by the Plan Sponsor or Plan Administrator in a manner other than as set forth in Paragraph 6.1 above, all fees due to the Contractor pursuant to Schedule "B" will be annualized reduced by fees paid through the termination date and be paid to the Contractor. Payment of any such fees shall be made to the Contractor within thirty (30) days of receipt of Contractor's invoice for such fees.
- 6.4 Upon termination by either party and upon remittance to the Contractor of the amount due pursuant to Paragraph 6.3, the Contractor shall, within sixty (60) days after the date of termination, prepare and deliver to the Plan Sponsor and Plan Administrator a complete and final accounting and report as of the date of termination of the financial status of the Plan. The Contractor, at the time of the final accounting, shall also deliver any funds of the Plan which may be in its possession and control to the Plan Sponsor and shall irreversibly relinquish any control of or access to the Claims Payment Account.
- 6.5 Upon termination by either party, the Plan Sponsor and/or Plan Administrator shall immediately notify all Plan Participants and/or beneficiaries of the termination and its effect upon them.

SECTION VII

Miscellaneous Provisions

- 7.1 In the event of the resignation, termination or inability to serve of the Contractor, the Contractor may appoint a successor. Any successor, upon appointment and his acceptance, shall succeed to and be vested with all rights and obligations conferred on the Contractor. There shall be no assignment of duties by the Contractor without the prior, written consent of the Plan Sponsor, which consent may be granted or withheld at the Plan Sponsor's sole discretion.
- 7.2 If during the operation of the Plan, the Federal Government, the government of any state, or any political subdivision or any instrumentality of either shall assess any tax against or arising from the Plan and the Contractor is required to pay such tax, the Contractor shall report the payment to the Plan Sponsor and make a charge against the Plan for such tax. The Plan Sponsor shall pay any and all taxes, surcharges, licenses, and fees levied, if any, by any local, State, or Federal authority in connection with the Plan.
- 7.3 Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.

Initial: _____

- 7.4 This Agreement may be amended by the Plan Sponsor, Plan Administrator and Contractor at any time by mutual written consent of said parties; provided however, that said amendment may not contradict the Plan Document or prejudice any existing Claim.
- 7.5 The Contractor shall not assume any of the functions, responsibilities, liabilities or obligations of the Plan Administrator except as herein expressly set forth.
- 7.6 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as though such invalidity or unenforceable provisions were omitted.
- 7.7 Neither party may assign its rights or obligations under this Agreement without the prior, written consent of the other party.
- 7.8 Except to the extent preempted by federal law, this Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to its choice of law principles.
- 7.9 The Plan Sponsor, the Plan Administrator and the Contractor each acknowledge that as a result of entering into this Agreement, each party has and will continue to reveal and disclose to the other, information that is proprietary and/or confidential of such party ("Confidential Information"). Such Confidential Information may include, but is not limited to all technical and business information relating to products, services, business techniques, costs, profit and margin information, customers, marketing and employee information learned or acquired by or on account of this Agreement. The parties agree that they will (a) hold any such Confidential Information of another party in strict confidence; (b) not disclose Confidential Information of another party to any third parties or to any of its employees not having a legitimate need to know such Confidential Information; and (c) will not use Confidential Information of another party for any purpose not directly related to and necessary for the performance of obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). The terms and conditions of this paragraph shall survive the termination of this Agreement. Confidential Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered Confidential Information for purposes hereof if; (a) when, and to the extent such Confidential Information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the Confidential Information; or (b) if the unrestricted use of such Confidential Information by the party receiving or disclosing the Confidential Information has been expressly authorized in writing and in advance by an authorized representative of the other party.
- 7.10 If a party is prevented from fulfilling its obligations hereunder by force majeure, such party shall not be liable under this agreement for any delay or failure caused by such occurrence. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to an act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to any of these causes to obtain necessary labor, materials or facilities.
- 7.11 Resolution of Disputes-Arbitration of Disputes:
- a. **Agreement to Arbitrate:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and judgment upon the award rendered by the Arbitrator(s) shall be entered in any court having jurisdiction thereof. The Arbitration shall take place in the State of New Jersey, at a site mutually agreed upon.
 - b. **Appointment of Arbitrators:** Appointment of Arbitrators shall follow the AAA's Commercial Arbitration Rules on the appointment from party appointed panel members, inclusive of selection of neutral umpire, and expedited procedure for all disputes.
 - c. **Award of Arbitrators:** The award of the Arbitrator or Arbitration Panel shall be in writing and shall be final and binding on all parties.

Initial: _____

- d. **Expenses of Arbitration:** All of the parties hereto shall pay their pro rata share of the expenses of such arbitration as provided under the AAA's Commercial Arbitration Rules, which require, among other things, payment of the party appointed arbitrator, one-half (1/2) payment of the neutral umpire. The expenses of witnesses for either side shall be paid by the party producing such witnesses. In addition, each party shall bear its own fees, costs and expenses (including attorney's fees) incurred in connection with the arbitration.
- e. **Arbitration Records to be Held in Confidence:** All arbitration proceedings hereunder, and records thereof, shall be held in strictest confidence by the Arbitrators and the parties. The Arbitrators shall agree in writing to be bound by this provision, prior to the commencement of the arbitration. However, this provision shall not prohibit the Arbitrators or parties from releasing documents for judicial proceedings, regulatory compliance, or pursuant to a properly certified subpoena, or as otherwise permitted under the AAA's Commercial Arbitration Rules.

IN WITNESS WHEREOF, the Plan Sponsor, the Plan Administrator and the Contractor, all intending to be legally bound, have executed this Agreement this 1st day of January / 2024.

Attest:

Point C

BY: _____
CONTRACTOR

Attest:

City of La Vista

BY: _____
PLAN SPONSOR

Attest:

City of La Vista

BY: _____
PLAN ADMINISTRATOR

Point C Administrative Services
Schedule B
City of La Vista

The Following list of fees shall apply to the implementation and maintenance of the benefit program for the Employee and their dependents covered under the Employee Health Care Benefit Program.

Group Number: 24187

Service		Fee	Frequency
Consumer Smart Services		\$ 5.50	Per Employee Per Month
(FSA/DepCare)		\$ 75.00	(Stand alone Minimum Monthly Fee)
Consumer Smart Debit Card Set-up	Waived	\$ 3.50	Initial Card: Maximum Two
		\$ 3.50	Additional Cards
		\$ 3.50	Replacement Cards
Other Services			
Consumer Smart Service Set-up		Waived	One Time Fee
Consumer Smart Annual Compliance	Yr.2	\$ 250.00	Annually
Postage (For non-routine mailings)			Billed As Incurred
Banking Fees:			Vendor Cost For Claim Account
Services Upon Request			
Plan Document Amendments		\$ 150.00	Per Amendment
Custom Reports		\$ 125.00	Computer Programming Hour
(Upon Request)		\$ 75.00	Per Report
Copies	Black and White	\$ 0.15	Per Copy
	Color	\$ 0.50	
Custom Service Request Rates			
Clerical		\$ 45.00	Per Hour
Mid-level Consultant		\$ 125.00	Per Hour
Senior Consultant		\$ 175.00	Per Hour
Travel Cost			Billed As Incurred

*The above Fee Schedule is in effect for 12-months and continues until changed by written agreement of the parties:
This Fee Schedule is effective: **January 1, 2024***

Point C Representative Date

City of La Vista Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") dated 1/1/2024, is entered into by and between **CITY OF LA VISTA** ("Covered Entity") and **POINT C**, ("Business Associate"), and will be made effective as of the last date of signature hereto **January 1, 2024** (the "Effective Date"). Covered Entity and Business Associate are referred to herein collectively as the "Parties" and may be referred to individually as a "Party."

WHEREAS, the purpose of this BAA is to assure the privacy and security of Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") (each as defined below) of the Covered Entity in accordance with the regulations (including, but not limited to, the "Privacy Rule" (45 C.F.R. Part 160, subpart A and C, and Part 164, subparts A and E), the "Security Rule" (45 C.F.R. Part 160, subpart A and C, and Part 164, subparts A and C), the "Breach Notification Rule" (45 C.F.R. Part 160, Subparts A and C, and 45 C.F.R. Subpart D), the "Enforcement Rule" (45 C.F.R. Part 160, Subparts C and D); and the "Electronic Transaction Rule" (45 C.F.R. Parts 160 and 162) issued by the U.S. Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act, including the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all such laws and regulations as may be amended from time to time. The Privacy Rule, the Security Rule, the Breach Notification Rule, the Enforcement Rule, and the Electronic Transaction Rule are collectively referred to as the "HIPAA Rules";

WHEREAS, HIPAA provides, among other things, that a covered entity is permitted to disclose and allow access to PHI and EPHI to a business associate, and to allow the business associate to obtain and receive PHI, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will comply with all applicable HIPAA Rules;

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this BAA shall have the meanings set forth in HIPAA, HITECH, and the HIPAA Regulations.
2. **Services and Applicability.** The Covered Entity and Business Associate have entered into the Services Agreement under which Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of the Covered Entity. This BAA shall only be effective in the event that Business Associate meets the definition of a business associate under 45 C.F.R. 160.103. In the event of a conflict between the terms of the Services Agreement and this BAA with respect to the HIPAA Rules, this BAA shall control unless expressly stated otherwise.
3. **Relationship of the Parties.** None of the provisions of this BAA are intended to create, nor shall they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this BAA and the Services Agreement evidencing their business relationship. Business Associate is an independent contractor and not an agent of the Covered Entity.

4. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by the Services Agreement and this BAA, or as otherwise Required by Law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Services. Business Associate shall make uses and disclosures of, and requests for PHI from Business Associate only in a manner consistent with the Covered Entity minimum necessary policies and procedures, and shall request, use or disclose no more than the minimum PHI necessary to perform the Services. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Business Associate's obligations under the HIPAA Rules, or (ii) that would violate the HIPAA Rules if disclosed or used in such a manner by Covered Entity.

4.1 Business Associate may use and disclose PHI for the proper management and administration of its business and to carry out its legal responsibilities in accordance with 45 C.F.R. §164.504(e)(4).

4.2 Business Associate may use PHI to create de-identified information pursuant to the standards set forth at 45 C.F.R. § 164.514(b).

4.3 Business Associate may use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity.

4.4 Business Associate may disclose PHI in its possession to third parties to support Business Associate's performance of Services, provided that Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as Required by Law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. § 164.504(e)(4).

4.5 To the extent Business Associate is carrying out one or more obligations of the Covered Entity under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

5. **Safeguards for the Protection of PHI.** Business Associate warrants that it has implemented and shall maintain commercially reasonable and appropriate security safeguards for PHI and will protect the confidentiality and integrity of such PHI created, received, used, maintained or transmitted from, or on behalf of the Covered Entity. Business Associate shall comply with the Security Rule, as may be amended, and with the applicable provisions of the Privacy Rule, as may be amended, in carrying out its obligations under the Services Agreement.

6. **Reporting of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this BAA, including any Security Incident, then Business Associate shall provide notification without unreasonable delay to Covered Entity in writing. Notwithstanding the above, the Parties acknowledge that probes and reconnaissance scans are commonplace in the industry and as such, the Parties acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents, this

Section 6 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of such Security Incidents for which no additional notice to Covered Entity shall be required, as long as such probes and reconnaissance scans do not result in unauthorized access, Use, or Disclosure of PHI. Probes and reconnaissance scans as used in this Section 6 include, without limitation, pings and other broadcast attacks on Business Associate's firewalls, port scans, and unsuccessful log-on attempts that do not result in unauthorized access, Use, or Disclosure of PHI.

7. **Reporting of Breach of Unsecured PHI.** Business Associate agrees to promptly report to Covered Entity any Breach of Unsecured PHI of which Business Associate becomes aware in the time and manner specified under 45 C.F.R. 164.410, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Following a Breach, Business Associate shall provide Covered Entity with sufficient information to permit the Covered Entity to comply with the Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. To the extent Business Associate is not able to provide all of the information requested by Covered Entity within the time frame set forth above, Business Associate agrees to promptly supplement such information with additional information as it becomes available. Business Associate agrees to act, in cooperation with the Covered Entity, in good faith to investigate and mitigate any harm caused by any unauthorized use, Security Incident, or Breach.

8. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any Subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to terms, restrictions, conditions, and requirements no less stringent than those that apply to Business Associate set forth herein.

9. **Individual Rights.** To the extent that Business Associate maintains PHI in a Designated Record Set and at the request of Covered Entity, Business Associate agrees to provide the following to Covered Entity to permit Covered Entity to comply with Individual rights requirements as applicable to PHI used or maintained by Business Associate:

9.1. **Right of Access.** Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, if any, at the request of the Covered Entity or as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Upon receipt of a request for access from an Individual, Business Associate shall forward the request, or direct the Individual, to the Covered Entity within fifteen (15) calendar days of receipt.

9.2. **Right of Amendment.** Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set, if any, that the Covered Entity directs or agrees to, pursuant to 45 C.F.R. §164.526, or take such other measures as directed or agreed to by the Covered Entity to satisfy the Covered Entity's instructions pursuant to such regulation. Upon receipt of a request for amendment from an Individual, Business Associate shall forward such request to the Covered Entity within fifteen (15) calendar days of receipt.

9.3. **Right to Accounting of Disclosures.** Business Associate agrees to document such disclosures of PHI as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to maintain and provide to the Covered Entity such information collected in order to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Upon receipt of a request for an accounting of disclosures Business Associate shall forward the request to the Covered Entity within fifteen (15) calendar days of receipt.

9.4. **Modifications to Individual Rights.** Business Associate shall comply with any request from Covered Entity to comply with Individuals' requests to restrict the uses and disclosures of their PHI under 45 C.F.R. §164.522.

10. **Prohibition on Sale of PHI.** Business Associate shall not receive or provide direct or indirect remuneration in exchange for any PHI in a manner that would violate Section 13405(d) of HITECH or 45 C.F.R. §164.502(a)(5)(ii).

11. **Inspection of Books and Records.** Business Associate shall make its internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Covered Entity, available to the DHHS Office for Civil Rights ("OCR"), or their agents, or to the Covered Entity for purposes of monitoring compliance with the HIPAA Rules and the HITECH Act. Such information shall be made available in a time and manner designated by the Covered Entity, DHHS or OCR.

12. **Obligations of Covered Entity.**

12.1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Covered Entity's then-current Notice of Privacy Practices.

12.2. **Revocation of Permitted Use or Disclosure of PHI.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by a patient to use or disclose PHI of Covered Entity, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

12.3. **Restrictions on Use or Disclosure of PHI.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in

accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

12.4. Requested Uses or Disclosures of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity.

13. **Term and Termination.**

13.1. Term. This BAA shall commence on the Effective Date and end with the termination of the Services Agreement, unless terminated sooner pursuant to this Section 13.

13.2. Termination for Breach. As provided under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate the Services Agreement and any related agreements if the Covered Entity determines that Business Associate has breached a material term of this BAA after Covered Entity shall have provided Business Associate with written notice of the existence of the breach, stating with particularity the nature of the breach, and shall have provided Business Associate with thirty (30) calendar days to cure said breach.

13.3. Termination of Subcontractor. If the Covered Entity determines that a Subcontractor of Business Associate has breached a material term of this BAA, the Covered Entity shall provide Business Associate with written notice of the breach, stating with particularity the nature of the breach, and provide Business Associate with thirty (30) calendar days to require Subcontractor to cure said breach. Failure by Business Associate to cure a breach or violation by the Subcontractor, in the manner set forth above, shall be grounds for immediate termination of the Services Agreement.

13.4. Effect of Termination. Upon termination of the Services Agreement, the Covered Entity may, in its sole discretion, recover all PHI relating to the Covered Entity in the possession of Business Associate and its Subcontractors, agents, or representatives. Business Associate shall return to the Covered Entity or destroy all such PHI, and shall retain no copies. If Business Associate reasonably believes that it is not feasible to return or destroy all PHI as described above, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this BAA shall be extended to any PHI retained after the termination of this BAA, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible.

14. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by email transmission, and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be sent to the addresses set forth on the signature page of this BAA or at such other address as each Party may designate by written notice to the other by following this notice procedure. Notices shall be sent by both email and hard copy mail.

15. **Miscellaneous.**

15.1. **Regulatory References.** A citation in this BAA to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

15.2. **Amendment.** This BAA may be amended or modified only in a writing signed by the Parties.

15.3. **Interpretation/Integration.** Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA, the HIPAA Rules, and HITECH. This BAA supersedes any business associate agreement or business associate BAA previously entered into by and between the Parties.

15.4. **Governing Law; Venue.** This BAA shall be governed by and construed in all respects under the governing law identified in the Services Agreement. To the extent that the Services Agreement is silent on such matters, the laws of the State of Delaware shall govern.

15.5. **No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

15.6. **Assignment.** This BAA may only be assigned in accordance with the terms and conditions of the Services Agreement.

15.7. **Binding Effect.** The provisions of this BAA shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15.8. **Counterparts.** This BAA may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this BAA effective as of the Effective Date.

CITY OF LA VISTA

POINT C

“COVERED ENTITY”

“BUSINESS ASSOCIATE”

By: _____

By: _____

Print Name: _____

Christine Hammerquist

Print Title: _____

President/CEO

Date: _____

Date: _____

Address: _____

Address: 1934 Olney Ave, Cherry Hill, NJ

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – ♦ PARKING FACILITIES DESIGN AMENDMENT NO. 11	RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 11 to the Professional Services Agreement with DLR Group to provide additional services related to the design of a surface parking lot in an amount not to exceed \$32,500.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

On December 20, 2016, the City Council approved Resolution No.16-057 authorizing a Professional Services Agreement with DLR Group to provide design services in preparation related to public off- street parking facilities and associated public infrastructure in the 84th Street redevelopment project area. Additional design services are necessary to design a surface parking lot on Lot 12 La Vista City Centre, which is a requirement of the second amendment to the subdivision agreement for La Vista City Centre, approved by City Council on March 3, 2020.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING AMENDMENT NUMBER ELEVEN TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP TO PROVIDE DESIGN SERVICES FOR A SURFACE PARKING LOT ON LOT 12 LA VISTA CITY CENTRE IN AN AMOUNT NOT TO EXCEED \$32,500.00.

WHEREAS, the City Council has determined design services for a surface parking lot on Lot 12 La Vista City Centre are necessary; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista does hereby approve amendment number eleven to the professional services agreement with DLR Group to provide design services for a surface parking lot on Lot 12 La Vista City Centre in an amount not to exceed \$32,500.00.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



DLR Group inc.
a Nebraska corporation
6457 Frances Street, Suite 200
Omaha, NE 68106

February 7, 2024

Mr. Christopher Solberg
Deputy Director - Community Development
City of La Vista
9900 Portal Road
La Vista, Nebraska 68128

Re: La Vista City Centre - Lot 12 Surface Parking Lot - REVISED

Dear Mr. Solberg:

DLR Group is pleased to submit this Proposal to provide professional design services for your project. We look forward to the opportunity to continue working together on the wonderful La Vista City Centre development.

Our understanding of the project scope and proposed DLR Group services are noted below.

1 | Project Scope & Understanding

1. The project scope includes the construction of a “temporary” surface parking lot that will be located on Lot 12 in La Vista City Center. Lot 12 is designated for the future La Vista City Centre Parking Garage Number 3. The surface parking lot shall be used in the interim until Parking Garage Number 3 is needed. Refer to Exhibit C – Project Location & Parking Layout Plan.
2. The design will include a bid with concrete paving as the base-bid and shall include an alternate for asphalt paving.
3. The parking lot layout will maximize the number of stalls as economically as possible and will generally align with the concept plan originally developed, as shown on Exhibit C – Project Location & Parking Layout Plan.
4. Scope will include signage and striping modifications needed along City Centre Drive, and the inclusion of vehicular access bollards and chain, so access to the lot may be limited.
5. Scope will include the elimination of the driveway access to S 84th Street at the northern end of the parking area, and re-construction of public sidewalk along S 84th Street.
6. Demolition of existing temporary paving will be incorporated into the drawings.
7. Grading design will include shifting the existing slope towards the north to accommodate the parking area and will need to align with as-built grades along the east and south sides to accommodate future development in Lots 1 and 11. Ideally the grading design will balance on-site and will not require fill to be hauled in.
8. Geotechnical investigation is not required, as recommendations for pavement subgrade preparation for other work will be sufficient for a temporary parking area.

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

9. The overall site does have an active PCWP / City of La Vista Grading Permit and a NDEE NPDES Permit. It is our understanding that the city would like to close out the overall grading permit and apply for a new permit. Preparation of a new grading permit and NDEE permit along with preparation of a grading permit modification is included in the scope. Closure of the existing NDEE and City's Grading permit will have to be completed by either the Design Engineer or inspector associated with that Permit, as DLR Group won't have access to Permix to upload the modification, or as-builts for the overall permit.
10. Stormwater BMPs will be implemented to treat water quality from the parking area. Stormwater quantity is being handled by the overall development. Implementation of storm sewer shall be minimal to avoid reconstruction of storm sewer when the future parking garage 3 is built.

2 | Coordination and Meetings

1. Prepare for and attend up to four (4) project-related meetings.
 - a. Up to two (2) design meetings with the Owner and other project stakeholders to discuss and coordinate the design of the project. Interim plan check-ins will be completed as needed through conference calls and email correspondence.
 - i. Meeting #1 – Initial design review.
 - ii. Meeting #2 – Final Documents review and page turn.
 - b. Meeting #3 - Bid Opening. One person from DLR Group will attend the Bid Opening.
 - c. Meeting #4 - Bid Review & Award
2. Coordinate with Olsson to obtain as-built survey boundary and topographic information to use for design.
3. Coordinate with adjacent developer, through Owner, for grading at common lot lines to ensure grading for the temporary parking lot will align with plans for adjacent construction.
4. Attend one (1) on-site meeting with the Owner and OPPD to confirm parking lot lighting requirements and determine from where lighting will be powered.

3 | Construction Documents, Permitting & Bidding

1. Prepare and Develop a Project Manual that includes the Conditions of the Contract for Construction (General, Supplementary, and other Conditions).
2. Prepare and distribute Construction Documents and Project Manual to plan rooms for bidding.
3. Facilitate the Bidding Process.
4. Prepare and submit Construction Documents and Project Manual to the appropriate Authorities Having Jurisdiction for plan review, permitting and approvals.
5. Prepare Construction Documents including the following:
 - a. Site Demolition Plan: Shall indicate scope within the site that needs to be removed or modified to build the temporary parking lot.
 - b. Site Layout Plan (Horizontal Control Plan): Site plan shall follow the requirements set by the Owner and the City of La Vista to provide a site plan meeting current zoning requirements. Plan shall locate curbs and gutters, sidewalks and associated curb ramps, parking stall striping (including ADA parking stall striping), adjacent street pavement striping modifications, and required signage to meet the City of La Vista Municipal Code requirements.

- c. Site Grading and Drainage Plan: Shall include proposed and existing contours, vertical control information for parking lot design, and adjacent tie-in elevations to previously constructed project scope. Spot elevations will be provided to indicate surface drainage patterns, curb returns, grade breaks, and at cover elevations of proposed drainage structures. This plan will also indicate proposed storm sewer design for the parking lot, including alignment, pipe sizes, structures, and elevations to storm sewer outfall.
- d. PCSMP Plan: Shall include the post-construction stormwater management BMPs to be implemented to meet the City's water quality requirements for the lot. It is assumed that water quantity requirements are already accounted for in the overall City Center development.
- e. SWPPP Plan: Provide a Stormwater Pollution Prevention Plan (including submittal to the Owner any necessary Grading Permit modifications that will be required by the city) based on final proposed improvements which shall meet the requirements of the State NPDES Permit and local agency requirements and which shall include BMP's such as silt fence, construction entrances, sediment basins, etc.
- f. Landscape Plan: Provide landscape plan that indicates code minimum required landscaping and limits of sod or seed. Irrigation design is excluded.
- g. Site Electrical Utilities Plan: Provide site electrical utilities plan that indicates required site lighting needed to properly light the parking lot. This plan shall also include power lines as needed to power the lighting. Site power and lighting utilities, including associated details will be included in the Bid Documents as an Alternate so separate pricing for this scope can be obtained.
- h. Construction Details: Shall include miscellaneous construction details required to construct the Project.
- i. Construction Specifications: Shall reference City of La Vista Standards and shall be in the form of notes on the plans.

Exclusions

- 1. Boundary and Topographic Survey
 - a. DLR Group does not provide these services. Olsson had previously estimated these services at approximately \$2,500, however we feel the survey limits area should be adjusted. DLR Group will coordinate with Olsson to obtain a proposal that you may contract directly with them for the Boundary and Topographic Survey.
- 2. Construction Services
 - a. Following the City's approval and award of the Construction Contract, DLR Group will prepare a proposal for Construction Services as requested by the Owner.
- 3. Special Inspections and Materials Testing.
 - a. DLR Group will coordinate with Olsson to obtain a proposal for these services that you may contract directly with them for this scope of services.
- 4. No more than one revision to address city comments during the design phase or permitting phase.
- 5. Public improvements plans, permitting fees, or entitlements.
- 6. As-built drawings/certifications.
- 7. Parking access control or security design
- 8. Mechanical or plumbing design services
- 9. Irrigation design and specifications
- 10. Structural design services

11. Retaining wall design
12. Cost estimating

Project Team: Architecture, Planning, Project Management, Civil and Electrical Engineering:
DLR Group
6457 Frances Street, Suite 200
Omaha, NE 68106

Schedule

Design Review Meeting #1:	Week of February 19, 2024.
As-Built Survey (Owner Provided):	March 1 to April 1, 2024.
Construction Documents:	April 1 to April 26, 2024
Print CDs for Owner Review:	April 29, 2024
Final Documents Review Meeting #2:	Week of April 29, 2024
Issue Final CDs for Permitting & Bidding:	May 8, 2024
Potential Bid Day, Meeting #3:	May 30, 2024

Additional Services

With respect to this Proposal, any services not defined herein are considered Additional Services. If Additional Services are requested by the Owner, DLR Group will prepare a proposal for the requested services.

Professional Service Fees

We propose a fixed fee of **Thirty-Two Thousand Five Hundred Dollars (\$32,500)** for the services described in this proposal.

Acceptance

With your approval of this proposal, we will prepare an AIA G802-2017 "Amendment to the Professional Services Agreement", to amend our current AIA B103-2007 "Standard Form of Agreement Between Owner and Architect" dated November 16th, 2016. DLR Group will create a new project number for the services described herein.

The Owner's signature indicates a Notice to Proceed with the services defined in this Agreement and provides Approval to DLR Group to invoice for services while the AIA G802 is being prepared.

Please let us know if you have any questions and thank you for the opportunity to continue to work with you on this exciting project.

With Gratitude,
DLR Group



Lana J. Bayless, PE
National Civil Engineering Discipline Leader | Principal
e: lbayless@dlrgroup.com
o: 402-393-4100

City of La Vista (Owner)

DLR Group inc., a Nebraska corporation

Signature: _____

Name: _____

Date: _____

cc: Matthew Gulsvig, AIA

- Encl: Exhibit A – Prevailing Reimbursable Expenses
 Exhibit B – DLR Group Hourly Rates
 Exhibit C – Project Location & Concept Parking Plan

PREVAILING REIMBURSABLE EXPENSES

Effective April 1, 2020

Exhibit A

<u>Description</u>	<u>Rates</u> *
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond	\$.20
8-1/2" x 11" Color	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF) B&W	\$.20
Scanning 8-1/2 x 11 (.65 SF) Color	\$.45
11" x 17" B&W Bond	\$.50
11" x 17" Color	\$ 2.00
Scanning 11 x 17 (1.30 SF) B&W	\$.40
Scanning 11 x 17 (1.30 SF) Color	\$.90
Bond 15x21 to 36x48	\$.65
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF)	\$.65/SF
Large Format Vellum	\$ 1.05/SF
Large Format Mylar	\$ 2.15/SF
HP Plotter B&W Bond Plots	\$.65/SF
HP Plotter B&W Vellum Plots	\$ 2.00/SF
HP Plotter B&W Mylar Plots	\$ 2.50/SF
HP Plotter Color Line Plots	\$.65/SF
HP Plotter Color 24-lb. Bond Paper Plots	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots	\$10.00/SF
HP Plotter Color Low Density Bond Print	\$.80/SF
HP Plotter Color High Density Bond Print	\$ 1.60/SF

* Rates include all binding, stapling, collating, maintenance, etc.
Shipping and handling not included.

Mileage (rate per mile)	Prevailing Government Rate
Air Fare	As billed to DLR Group
Auto Rental	As billed to DLR Group
Other Transportation	As billed to DLR Group
Parking and Tolls	As billed to DLR Group
Meals	As billed to DLR Group
Lodging	As billed to DLR Group
Postage	As billed to DLR Group
Delivery Charges	As billed to DLR Group
Telephone (Long Distance)	As billed to DLR Group
Materials and Supplies	As billed to DLR Group
Models and Renderings (Presentation)	As billed to DLR Group
Photographic/Film	As billed to DLR Group
Photographic/Typeset	As billed to DLR Group
Codes/Ordinances	As billed to DLR Group
Legal	As billed to DLR Group
Consultants	Cost plus 10%

Project Reimbursable Expenses will be invoiced at cost plus 10%, except
Consultants, which will be billed as noted. Reimbursable Expenses are subject to
periodic adjustment.

DLR Group inc.

Initialed by:

Owner _____ dated: _____

Architect _____ dated: _____

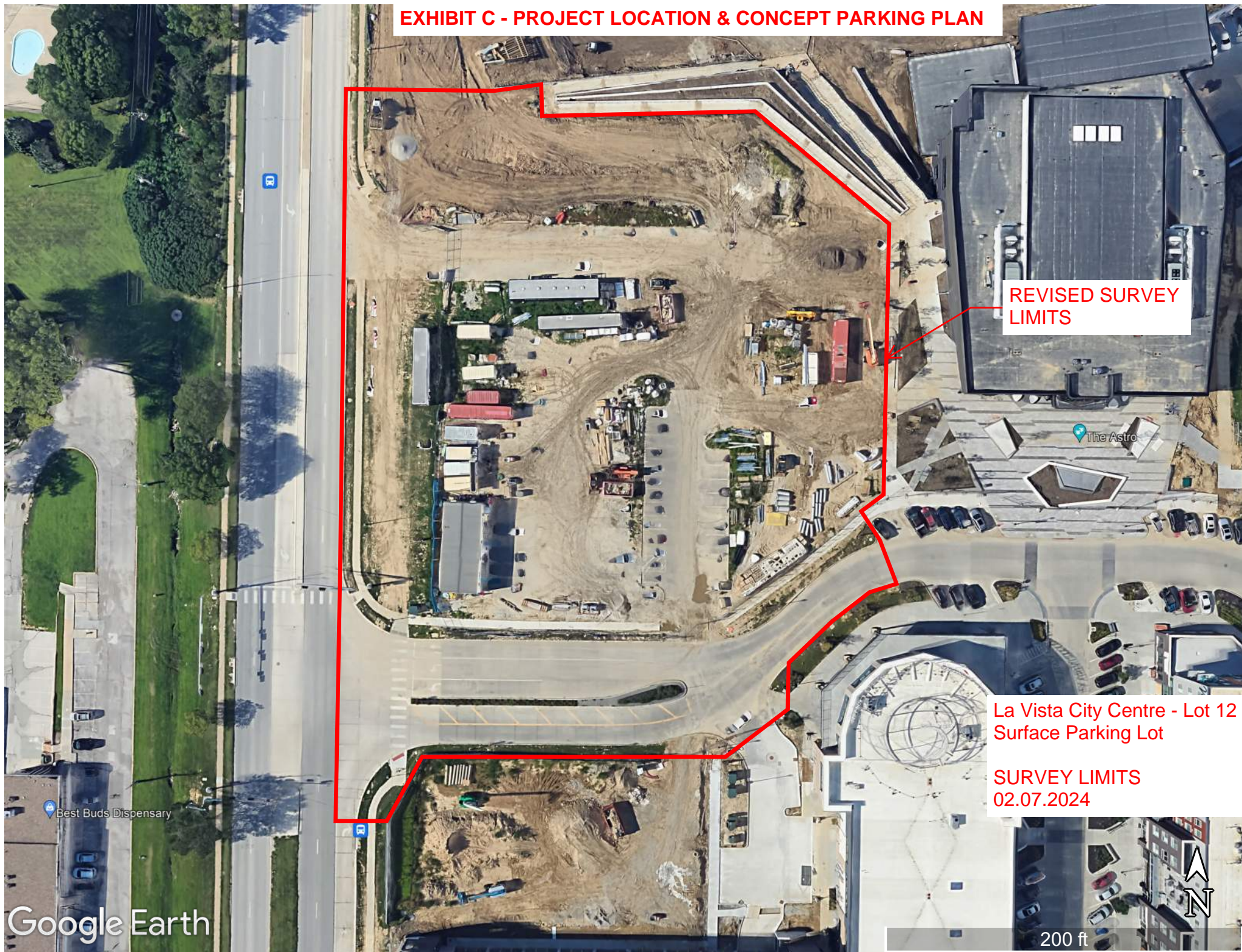
DLR Group

Standard Hourly Billing Rates

Title	Client Hourly Billing Rate
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.

EXHIBIT C - PROJECT LOCATION & CONCEPT PARKING PLAN



**REVISED SURVEY
LIMITS**

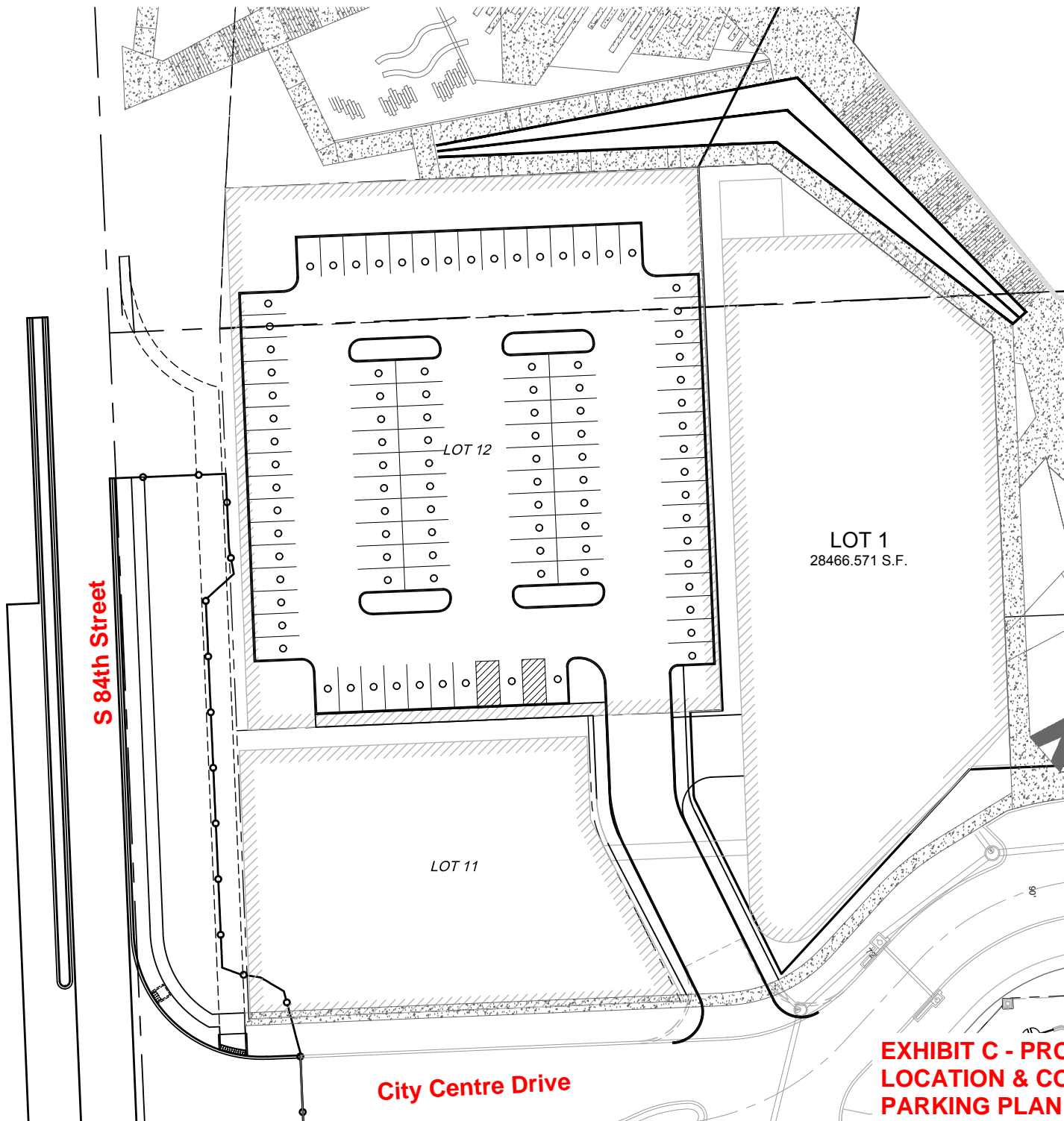
**La Vista City Centre - Lot 12
Surface Parking Lot**

**SURVEY LIMITS
02.07.2024**

Google Earth

200 ft





**EXHIBIT C - PROJECT
LOCATION & CONCEPT
PARKING PLAN**



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

10-17105-00, 10-17105-40,
10-17105-42
La Vista City Centre parking Garage
Structure No. 2

AGREEMENT INFORMATION:

Date: November 16, 2016

AMENDMENT INFORMATION:

Amendment Number: 011

Date: February 7, 2024

OWNER: *(name and address)*

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

ARCHITECT: *(name and address)*

DLR Group inc., a Nebraska corporation
6457 Frances Street, Suite 200
Omaha, NE 68106

The Owner and Architect amend the Agreement as follows:

As defined in DLR Group's attached proposal for Design Services for LVCC Lot 12 Surface Parking Lot dated February 7, 2024.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

1 - Additional Services during the Design Services Phase for Architecture, Planning, Project Management, Civil Engineering, and Electrical Engineering. Fixed Fee: Thirty Two Thousand Five Hundred Dollars (\$32,500.00).

DLR Group will use Project Number 10-17105-42 for the work defined herein.

Schedule Adjustment:

Extended through May of 2024, more specifically defined in DLR Group's attached Proposal for Design Services for LVCC Lot 12 Surface Parking Lot dated February 7, 2024.

SIGNATURES:

DLR Group inc.,
a Nebraska corporation

ARCHITECT *(Firm name)*

Lana J. Bayless

SIGNATURE

Lana Bayless

PRINTED NAME AND TITLE

February 7, 2024

DATE

City of La Vista

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA

Subject:	Type:	Submitted By:
AWARD BID – 2024 PAVEMENT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to award a contract to Western Engineering Company, Inc, Harlan, Iowa for the 2024 Pavement Rehabilitation project for concrete base repair, curb and gutter replacement, and asphalt mill and overlay of certain streets within the Granville East subdivision in an amount not to exceed \$1,347,918.50.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

On Friday, February 9, 2024, bids were opened and read aloud for the above-mentioned project. Two (2) bids were received, with the total Base Bid plus bid Alternate #1 and Alternate #2 totals as follows:

Western Engineering Company, Inc. -	\$1,347,918.50
Old Castle Materials Group dba OMNI Engineering -	\$1,414,309.75

Preparation of plans and specifications for this project were completed by Thompson, Dreessen & Dorner (TD2). Both bids were under the Engineer's Estimate, with Western Engineering's coming in 13.0% below the \$1,555,000 estimate.

It is recommended that the base bid, Alternate #1 consisting of base repair, mill and overlay for Lantana Court and Alternate #2 consisting of base repair throughout the project in the amount of \$1,347,918.50 be awarded to Western Engineering Company, Inc.

Work is anticipated to begin in the spring and be completed by the fall of this year.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WESTERN ENGINEERING COMPANY, INC., HARLAN, IOWA FOR THE 2024 PAVEMENT REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$1,347,918.50.

WHEREAS, the Mayor and City Council have determined that the 2024 Pavement Rehabilitation Project is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Western Engineering Company, Inc. for the 2024 Pavement Rehabilitation Project in an amount not to exceed \$1,347,918.50.


PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.


CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

SUBMITTED PROPOSALS & COSTS Date of Bid: Feb. 9th, 2024 Client: City of La Vista Project: La Vista Mill and Overlay TD2 File No: 171-425 Engineers Estimate: \$1,555,000 Bond: 5% of Bid		 Thompson, Dreesen & Dörner, Inc.		Bidder Western Engineering Company 1149 Hwy 44, PO Box 350 Harlan, IA 51537 P: 712-755-5191 F: 712-755-3292 Chad.Lyon@westernmco.com		Bidder Oldcastle Materials Midwest Co. DBA OMNI Engineering 14012 Giles Road Omaha, NE 68138 P: 402-895-6666 F: 402-895-3697 gary.kinloch@omni-engineering.com	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	1	L.S.	\$135,000.00	\$135,000.00	\$66,197.00	\$66,197.00
2	Traffic Control	1	L.S.	\$5,800.00	\$5,800.00	\$5,278.00	\$5,278.00
3	Remove Combination Curb and Gutter	3,850	L.F.	\$15.50	\$59,675.00	\$16.20	\$62,370.00
4	Perform 2" Cold Planing - Asphalt (105.003) or Concrete (105.013)	31,975	S.Y.	\$2.90	\$92,727.50	\$4.75	\$151,881.25
5	Remove and Replace Curb Inlet Top - Type I/II/III	12	EA.	\$2,650.00	\$31,800.00	\$2,802.00	\$33,624.00
6	Remove and Replace Curb Inlet Top - Irregular	8	EA.	\$3,550.00	\$28,400.00	\$3,772.00	\$30,176.00
7	Remove Driveway Pavement	180	S.Y.	\$13.50	\$2,430.00	\$14.00	\$2,520.00
8	Remove Sidewalk Pavement	6,900	S.F.	\$2.05	\$14,145.00	\$2.15	\$14,835.00
9	Construct 2" Asphalt Surface Course, Type SPR (PG64-34)	3,600	TONS	\$115.50	\$415,800.00	\$126.00	\$453,600.00
10	Construct 5" PCC Sidewalk	6,005	S.F.	\$6.15	\$36,930.75	\$6.45	\$38,732.25
11	Construct PCC Curb Ramp	1,820	S.F.	\$16.40	\$29,848.00	\$17.20	\$31,304.00
12	Construct Detectable Warning Panel	530	S.F.	\$30.50	\$16,165.00	\$32.30	\$17,119.00
13	Construct 5" PCC Stamped Pavement	945	S.F.	\$6.25	\$5,906.25	\$6.45	\$6,095.25
14	Construct 6" Concrete Driveway (Type L65)	180	S.Y.	\$64.50	\$11,610.00	\$67.90	\$12,222.00
15	Construct 10" Combination Curb and Gutter	3,850	L.F.	\$41.00	\$157,850.00	\$43.10	\$165,935.00
16	Install Curb Inlet Protection	34	EA.	\$26.00	\$884.00	\$206.00	\$7,004.00
17	Maintain Curb Inlet Protection	34	EA.	\$26.00	\$884.00	\$79.20	\$2,692.80
18	Remove Curb Inlet Protection	34	EA.	\$26.00	\$884.00	\$52.80	\$1,795.20
19	Install Sodding	900	S.Y.	\$8.20	\$7,380.00	\$8.60	\$7,740.00
20	Permanent Paint Marking - 4" White	350	L.F.	\$1.05	\$367.50	\$1.05	\$367.50
21	Permanent Paint Marking - 4" Yellow	700	L.F.	\$1.05	\$735.00	\$1.05	\$735.00
22	Permanent Paint Marking - 24" White	375	L.F.	\$6.50	\$2,437.50	\$6.55	\$2,456.25
23	Furnish and Install Traffic Posts and Signs	5	EA.	\$360.00	\$1,800.00	\$370.00	\$1,850.00
24	Remove and Re-install Sign	15	EA.	\$190.00	\$2,850.00	\$195.00	\$2,925.00
	TOTAL BASE BID				\$1,062,309.50		\$1,119,454.50

SUBMITTED PROPOSALS & COSTS Date of Bid: Feb. 9th, 2024 Client: City of La Vista Project: La Vista Mill and Overlay TD2 File No: 171-425 Engineers Estimate: \$1,555,000 Bond: 5% of Bid		 Thompson, Dreessen & Dörner, Inc.		Bidder Western Engineering Company 1149 Hwy 44, PO Box 350 Harlan, IA 51537 P: 712-755-5191 F: 712-755-3292 Chad.Lyon@westerngco.com		Bidder Oldcastle Materials Midwest Co. DBA OMNI Engineering 14012 Giles Road Omaha, NE 68138 P: 402-895-6666 F: 402-895-3697 gary.kinloch@omni-engineering.com	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	ALTERNATE BID #1 (LANTANA COURT)						
25	Remove Combination Curb and Gutter	70	L.F.	\$31.00	\$2,170.00	\$32.30	\$2,261.00
26	Perform 2" Cold Planing - Asphalt	830	S.Y.	\$5.25	\$4,357.50	\$5.75	\$4,772.50
27	Remove Sidewalk Pavement	65	S.F.	\$2.10	\$136.50	\$2.15	\$139.75
28	Construct 2" Asphalt Surface Course, Type SPR (PG64-34)	95	TONS	\$125.00	\$11,875.00	\$128.00	\$12,160.00
29	Construct 5" PCC Sidewalk	30	S.F.	\$6.30	\$189.00	\$6.45	\$193.50
30	Construct 10" Combination Curb and Gutter	70	L.F.	\$42.00	\$2,940.00	\$43.10	\$3,017.00
31	Subgrade Preparation	325	S.Y.	\$2.60	\$845.00	\$2.70	\$877.50
32	Remove and Construct 9" Concrete Base (Type L85), with Integral Curb	325	S.Y.	\$88.00	\$28,600.00	\$91.60	\$29,770.00
	ALTERNATE BID #1 TOTAL				\$51,113.00		\$53,191.25
	ALTERNATE BID #2						
33	Subgrade Preparation	2,560	S.Y.	\$2.60	\$6,656.00	\$2.80	\$7,168.00
34	Remove and Construct 9" Concrete Base (Type L85), with Integral Curb	2,560	S.Y.	\$89.00	\$227,840.00	\$91.60	\$234,496.00
	ALTERNATE BID #2 TOTAL				\$234,496.00		\$241,664.00
	TOTAL BID W/ ALTERNATES				\$1,347,918.50		\$1,414,309.75

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – TACTICAL ATHLETE PROGRAM (TAP)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to authorize the purchase of the Tactical Athlete Program (TAP) course from Complete Tactical Consultants, Omaha, Nebraska in the amount not to exceed \$5000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The Police Department participates in TAP for its defensive tactics training and the certification and recertification of all officers and instructors. In 2024, Complete Tactical Consultants moved to a tiered payment system from a per instructor cost. The Police Department fits in to the 50 or less officers payment tier offered by Complete Tactical Consultants.

Included in the cost is 24/7 annual access to all courses and recertifications, as well as the master instructor certification & recertification courses. This allows all of our officers access to the courses offered throughout the year for review at any time.

The Tactical Athlete Program is medically and legally supported and provides today's police officer with instruction in Nutrition, Fitness, Mental health Awareness, Officer Stress Management: Performance Enhancement Techniques, De-Escalation Techniques, Use of Force Law, Report Writing and prove and effective Defensive Tactics.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF THE TACTICAL ATHLETE PROGRAM (TAP) COURSE FROM COMPLETE TACTICAL CONSULTANTS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$5,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of the Tactical Athlete Program course is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of the Tactical Athlete Program course from Complete Tactical Consultants, Omaha, Nebraska in an amount not to exceed \$5,000.00.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



PURCHASE INVOICE

PO # : 1523
PO Date : 12/12/23

To : **La Vista Police Department**
7701 S. 96th Street
La Vista, NE 68128
Attn: Sergeant: Ben Iversen
Phone: 402-331-1582
Email: beversen@cityoflavista.org

Item No	Description	Qty	Unit Price	Total
1007	Tactical Athlete Program Agency Pricing. <i>*Includes All Courses, All Recerts, and 24/7 Access yearly.</i>	50	\$100.00	\$ 5000.00 per year
1002	T.A.P. Certification Course - 1yr access <i>*Master Instructors do all officer recertifications internally.</i>	50	\$495.00	\$0.00 <i>*Included in agency pricing.</i>
1003	T.A.P. Instructor Course. - 1yr access <i>*Master Instructors do all Instructor Certifications & Instructor Recerts internally.</i>	10	\$999.00	\$0.00 <i>*Included in agency pricing.</i>
1004	T.A.P. Master Instructor Course <i>*Master Instructors have to recertify every 2 years.</i>	3	\$1495.00	\$0.00 <i>*Included in agency pricing.</i>
Remarks: TAP INSTRUCTOR/MASTER INSTRUCTOR COURSE JANUARY 8 th -12 th 2024 Makes Check Payable: Complete Tactical Consultants 13540 Discovery Drive Omaha, Ne 68137 Call 402-658-6448 for Credit Card Payment			Subtotal	\$5,000.00
			Tax	
			Freight	
			Total	\$5,000.00

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – HVAC SYSTEM (ANNEX)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CODY MEYER BUILDING SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to authorize the purchase and installation of a 10-ton Lennox HVAC system for the Annex from The Waldinger Corporation, La Vista, Nebraska in an amount not to exceed \$23,000.

FISCAL IMPACT

The FY23/FY24 Biennial budget provides funding for the proposed purchase & installation.

RECOMMENDATION

Approval.

BACKGROUND

The current HVAC system at the Annex has reached the end of its useful life. Numerous repairs by staff and contractors have been performed over the last couple years. We have reached the point where replacement makes more sense due to upkeep costs.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF A HVAC SYSTEM FOR THE ANNEX FROM THE WALDINGER CORPORATION, LA VISTA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$23,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of a HVAC system is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase and installation of a HVAC System for the Annex from Waldinger Corporation, La Vista, Nebraska in an amount not to exceed \$23,000.00.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

PROPOSAL

Customer: La Vista (NE), City of (290923)
Fire Station #4 (8110)
8110 Park View Boulevard
La Vista, NE 68128-2132

Date: 1/21/2024
Quote #: 401654.1

Customer PO:
Work Order:

Project: Replace RTU - Fire Station #4

Is Equipment Running: Yes
Condition of Equipment: Recommend Replacement

We propose to furnish the materials and/or perform the work described below:

Replace 10-ton RTU - Fire Station #4
Furnish and install new Lennox RTU to replace existing Lennox RTU.
Includes the following:
> Disconnect gas piping, electrical and duct work.
> Remove RTU from the roof.
> Set new RTU on existing steel beams on roof.
> Install economizer.
> Reconnect duct work and waterproof duct connections at rooftop unit.
> Reconnect gas piping and electrical.
> Start rooftop unit to verify proper operation.
> Rooftop unit availability is April 2024.

We have included the following:

- All labor during regular business hours
- Final adjustment and calibration of equipment

We have not included:

- All work not specifically stated in this proposal
- Next day or Express shipping is not included

All for the sum of: twenty-two thousand four hundred twenty-six dollars
\$22,426.00

This proposal is subject to the terms and conditions as shown on the attached page.
This quote is good for 30 (thirty) day(s).

Purchaser's Acceptance:
Fire Station #4

Respectfully Submitted:
The Waldinger Corporation

Signature

Date

Signature

1/21/2024

Date

Printed Name

Roger Cheros
Printed Name

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.



Eyman Plumbing Heating & Air
8506 S 117th Street
LaVista, NE 68128
(402) 731-2727

Estimate 100069202
Job 94741942
Estimate Date 1/31/2024
Customer PO

Billing Address
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128 USA

Job Address
Firehouse No. 4
8110 Park View Boulevard
La Vista, NE 68128 USA

Estimate Details

Replace Lennox RTU; We will take down existing rail mounted Lennox RTU and properly dispose of it, use Lift All Crane Service to set new Lennox exact replacement RTU directly on existing steel I-beams and re-connect to all existing horizontal ducting and utilities, have licensed electrician re-connect hi-voltage, apply for all necessary permits.

Task #	Description	Quantity	Your Price	Your Total
Subcontractor Sell	Lift All Crane Service	1.00	\$993.75	\$993.75
HVAC Sales - Mid Level Elec Serv	HVAC Sales -Mid Level Electric Service	1.00	\$575.00	\$575.00
HVAC - Res Furnace Install Kit	HVAC - Commercial Furnace Install Kit - miscellaneous materials (package unit)	1.00	\$300.00	\$300.00
NE Service Labor - Reg Rate	NE Service Labor - Reg Rate	32.00	\$103.00	\$3,296.00
Permits Sell	La Vista mechanical plus MUD gas permit	1.00	\$264.19	\$264.19
Equipment - Non Stock	Lennox model LGT20H4E exact replacement Roof Top Unit package gas/electric	1.00	\$29,833.33	\$29,833.33
Sub-Total				\$35,262.27
Tax				\$0.00
Total				\$35,262.27

Thank you for choosing Eyman Plumbing Heating & Air
www.trusteyman.com

Eyman Plumbing, Heating & Air, Inc. hereby proposes to furnish material and labor in accordance with above specifications, subject to any attached terms and conditions.

All material is guaranteed to be as specified. Work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from the above specifications, involving extra costs, will be executed only upon written authorization and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Where appropriate, Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Eyman Plumbing Heating & Air accepts all forms of payment. A surcharge of 3% will be assessed for a Credit Card Payment exceeding \$500. No surcharge for Electronic Check. You may pay by phone by calling 402-718-9378 and a pay specialist will assist you. A bank service fee will be charged for any returned check.



Helm Mechanical
10901 "I" Street
Omaha, NE 68137
402-331-8420
www.helmgroup.com

2/6/2024

Quote#OD-24-027

City of La Vista
Papillion Fire Station 4
8110 Park View Blvd.
La Vista, Nebraska 68128

ATTN: Cody Meyer

Helm Mechanical would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Mechanical for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

Our scope is as follows:

- Replace the Existing RTU with a 10-ton Lennox RTU with 3 stage cooling/ 2 stage gas heat/ enthalpy economizer with barometric relief.
- Lead time 10-12 weeks.
- Crane, Electrical, Sheet Metal, and Gas Piping provided by Helm.

☐ ► Total Proposed Project Price.....\$31,992.00
(Thirty-One Thousand Nine Hundred Ninety-Two Dollars and 00/100)

Clarifications:

- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- No returns added.
- Proposal is valid for 30 days.

Exclusions:

- Painting
- Temporary HVAC equipment or rental equipment.
- Payment and performance bonds.

Thank you again for your consideration of our proposal. Please do not hesitate to contact me direct should you have any additional questions or comments.

Respectfully,

Travis Carpenter

Travis Carpenter
Strategic Account Manager | Helm Group

Fax: 402-331-9268

Cell: 402-238-6454

tcarpenter@helmgroup.com

Authorized Signature

Date

of Approval



...your assurance of quality and value
"Your MSCA Star Certified Contractor"

Our MSCA STAR Qualified Contractor designation gives you peace of mind by guaranteeing the job will be done efficiently, safely and professionally.

PROJECT AGREEMENT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS, WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF MECHANICAL INC.'S PORTION OF THE PROJECT.
2. Title to the materials and equipment shall remain with Mechanical Inc. until the customer has paid the total price in full, and if the customer should fail to make any payment to Mechanical Inc. as the same becomes due or the customer fails to perform any other obligation under this contract, Mechanical Inc. may take possession of the materials and equipment and take whatever other action it deems appropriate.
3. Mechanical Inc. warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Mechanical Inc. warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Mechanical Inc. has good title thereto. Mechanical Inc. does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Mechanical Inc.'s suppliers or the manufacturers of the materials and equipment. Mechanical Inc. will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL MECHANICAL INC. BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Mechanical Inc. and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Mechanical Inc. as an Additional Insured to the extent of its interest. The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract. The Customer must provide Mechanical Inc. a Certificate of Insurance providing General Comprehensive and Independent Contractors Liability with minimum limits of \$500,000.00 per occurrence for Bodily Injury and Property Damage.
5. Mechanical Inc. will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.
6. Mechanical Inc. will make delivery and/or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by: owner's vendors or contractors; owner-provided rental equipment or job-specific equipment ordered and supplied by the owner; unavailability or discontinuation of machinery, equipment, materials or parts; work stoppage(s) due to unforeseen site issue, safety concerns or training requirements (unknown at time of agreement); owner or third party re-engineering or re-design; shipper's delays or delays with owner-coordinated deliveries; strikes; lockouts; restrictions imposed by civil or military authority; delays or restrictions due to an authority having jurisdiction; priority regulation of some governmental body; Insurrection or riot; or any other cause beyond Mechanical Inc.'s control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only. Should any of these delays occur, additional costs may be applied. If Mechanical Inc. is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.
7. If Mechanical Inc. shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Mechanical Inc. ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance but Mechanical Inc.'s liability shall be limited to what it reasonably costs the customer to obtain completion of Mechanical Inc.'s obligations under this contract. If Mechanical Inc. fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Mechanical Inc. ten (10) days written notice.
8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Mechanical Inc. or if the Project should be stopped for a period of thirty (30) days by Mechanical Inc. for the customer's failure to make payment thereon as provided in Paragraph 1, then Mechanical Inc. may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.
9. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.
10. The Customer shall not leave any of the equipment or systems furnished or installed by Mechanical Inc. in operation until the customer has approved and accepted same and paid Mechanical Inc. the price in full.
11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Mechanical Inc., its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Mechanical Inc.

Initials _____

Date _____

* Please Return Initialed Document With Proposal To Mechanical Incorporated

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – CENTRAL PARK SHELTER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to authorize the purchase and installation of a replacement shelter for Central Park from Crouch Recreation in an amount not to exceed \$137,869.

FISCAL IMPACT

The FY23/FY24 Biennial budget provides funding for the proposed purchase & installation.

RECOMMENDATION

Approval.

BACKGROUND

The Thompson Creek rehabilitation project in Central Park that occurred in 2022 required the removal of the existing playground equipment, shelter and rest room. Staff engaged the Park and Recreation Advisory Board in an effort to plan for the replacement of these items. The shelter replacement is planned to include a concrete pad and sidewalk connection to the surrounding trails, restroom and road. Approval to order the shelter is being requested as there is a 15-week delivery time with anticipated summer installation. The purchase of this shelter will be using Sourcewell contract #012621-PPC.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF A REPLACEMENT SHELTER FOR CENTRAL PARK FROM CROUCH RECREATION IN AN AMOUNT NOT TO EXCEED \$137,869.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of a replacement shelter is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase and installation of a replacement shelter for Central Park in an amount not to exceed \$137,869.00.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Crouch Recreation, Inc.

1309 S 204th Street #330
Elkhorn, NE 68022
nicole@crouchrec.com
www.crouchrec.com



INVOICE

BILL TO Jason Allen (402) 650-2741 c/o: Central Park City of La Vista 8116 Park View Blvd La Vista, Ne 68128	SHIP TO Bodie Dostal c/o: Central Park 13680 S 220th St Gretna, NE 68028	INVOICE 5286 DATE 02/02/2024 TERMS Due on receipt DUE DATE 02/02/2024
--	---	--

SALES REP
Julie Conradson

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Poligon NSL-30x34STGMR - 8:12 Pitch - 7.5 ft. Entry 30x34 ft. Northern Skyline 2018 IBC Snow Load: 25 lb Wind Speed: 116 mph Color: Flint	1	50,600.00	50,600.00
	Poligon Stained Tongue & Groove Color: New Redwood	1	14,205.00	14,205.00
	Poligon Multi-Rib Roof Color: Silver Metallic	1	6,355.00	6,355.00
	Poligon Electrical Access	1	500.00	500.00
	Poligon 4 Cutouts	4	50.00	200.00
	Poligon Anchor Bolt Kit	1	530.00	530.00
	Poligon Engineering	1	500.00	500.00
	Poligon Sourcewell Discount Member Number: 94124	1	-5,791.00	-5,791.00
	Poligon Freight	1	4,300.00	4,300.00
	Dostal's Construction Dirt Work	1	1,600.00	1,600.00

Dostal's Construction Footings	1	9,975.00	9,975.00
Dostal's Construction Erection	1	34,125.00	34,125.00
Dostal's Construction 6" Concrete Pad 1,922 SF - 34'x38' Concrete Pad - Extra 10'x38' on One Side - 50'x5' Connection Walk - 2 Concrete Pours	1	19,170.00	19,170.00
Dostal's Construction Seeding and Restoration	1	1,600.00	1,600.00
Dostal's Construction * No private locates and no sprinkler repair * Anticipated schedule to be determined at the time of bid acceptance. * Bid Proposal Applies for 90 Days	1		0.00

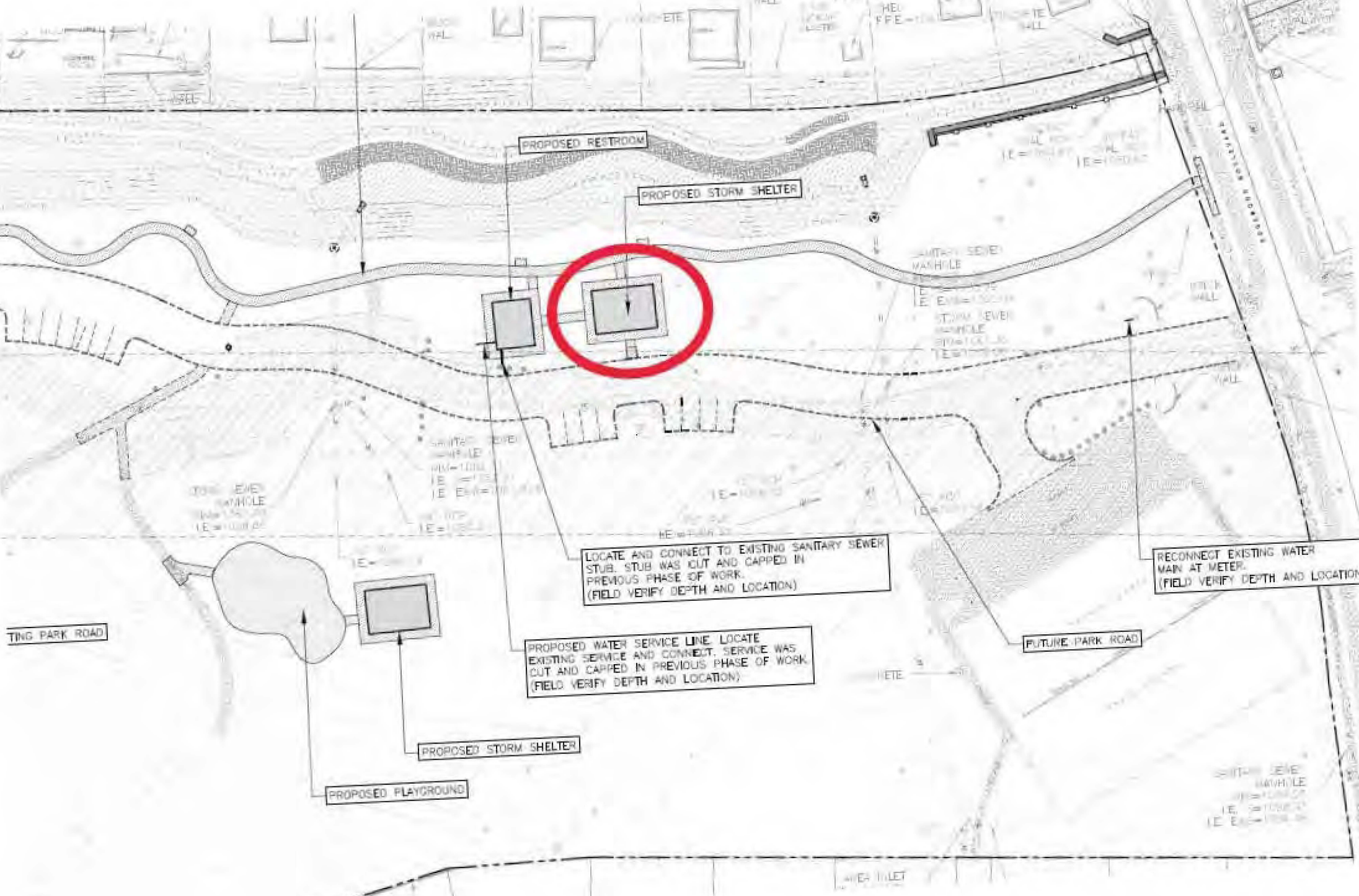
1.5 Late Fee will be added to any invoice 14 days past the due date.

3% Processing Fee will be added to all payments made by a Credit Card.

We appreciate your business!

SUBTOTAL	137,869.00
TAX	0.00
TOTAL	137,869.00
BALANCE DUE	\$137,869.00





PROPOSED RESTROOM

PROPOSED STORM SHELTER

SANITARY SEWER
MANHOLE

STORM SEWER
MANHOLE

SANITARY SEWER
MANHOLE

SANITARY SEWER
MANHOLE

LOCATE AND CONNECT TO EXISTING SANITARY SEWER
STUB. STUB WAS CUT AND CAPPED IN
PREVIOUS PHASE OF WORK.
(FIELD VERIFY DEPTH AND LOCATION)

PROPOSED WATER SERVICE LINE. LOCATE
EXISTING SERVICE AND CONNECT. SERVICE WAS
CUT AND CAPPED IN PREVIOUS PHASE OF WORK.
(FIELD VERIFY DEPTH AND LOCATION)

RECONNECT EXISTING WATER
MAIN AT METER.
(FIELD VERIFY DEPTH AND LOCATION)

FUTURE PARK ROAD

PROPOSED STORM SHELTER

PROPOSED PLAYGROUND

TING PARK ROAD

METER

SANITARY SEWER
MANHOLE

WATER TOWER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA**

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

SYNOPSIS

A resolution has been prepared to authorize the purchase of twenty-three (23) Dell computers and accessories for various City departments on the State contract bid in an amount not to exceed \$51,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

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

Based on the above, we request authorization to purchase (23) Dell computers for the following departments: Administration (1); Building Maintenance (2); City Clerk (1); Human Resources (1); Information Technology (3); Library (6); Police (8); Public Works (1).

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

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF TWENTY-THREE (23) DELL COMPUTERS AND ACCESSORIES ON THE STATE CONTRACT BID FROM DELL IN AN AMOUNT NOT TO EXCEED \$51,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of twenty-three (23) computers and accessories for various City departments is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of twenty-three (23) Dell Computers and accessories on the state contract bid from Dell in an amount not to exceed \$51,000.00.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

City of La Vista
FY24 IT Computer Order

Department	Location	Current Computer	New Computer	Quantity
Administration	City Hall	Dell XPS Laptop	Dell 2-in-1	1
				1
Building Maintenance	Public Works Hupp	Dell AIO	Dell AIO	1
Building Maintenance	Public Works Hupp	Dell AIO	Dell AIO	1
				2
City Clerk	City Hall	Dell AIO	Dell 2-in-1	1
				1
Human Resources	HR Office	Dell Laptop	Dell 2-in-1	1
				1
Information Technology	City Hall	Dell Precsion Tower	Dell Precision Tower	1
Information Technology	Police Department	Dell Precsion Tower	Dell Precision Tower	1
Information Technology	IT Office	Dell Precsion Workstation	Dell Precision Workstation	1
				3
Library	Library	Dell Laptop	Dell Laptop	1
Library	Library	Dell Laptop	Dell Laptop	1
Library	Library	Dell Laptop	Dell Laptop	1
Library	Library	Dell Laptop	Dell Laptop	1
Library	Library	Dell Laptop	Dell Laptop	1
Library	Library	Dell Laptop	Dell Laptop	1
				6
Police	Police Department	Dell Tower PC	Dell Micro PC	1
Police	Police Department	Dell Tower PC	Dell Micro PC	1
Police	Police Department	Dell AIO	Dell AIO	1
Police	Police Department	Dell AIO	Dell AIO	1
Police	Police Department	Dell AIO	Dell AIO	1
Police	Police Department	Dell AIO	Dell AIO	1
Police	Police Department	Dell AIO	Dell 2-in-1	1
Police	Police Department	Dell AIO	Dell AIO	1
Police	Police Department	Dell AIO	Dell AIO	1
				8
Public Works	Public Works Main	Dell Laptop	Dell Precision Laptop	1
				1
Computer Replacement Total				23

Computer Type	Quantity	Unit Cost	Total Cost
Dell 2-in-1	4	\$2,379.74	\$9,518.96
Dell AIO	7	\$1,551.54	\$10,860.78
Dell Laptop	6	\$1,934.60	\$11,607.60
Dell Micro PC	2	\$1,353.23	\$2,706.46
Dell Precision Laptop	1	\$2,482.61	\$2,482.61
Dell Precision Tower	2	\$2,522.27	\$5,044.54
Dell Precision Workstation	1	\$3,846.46	\$3,846.46
Computer Total			\$46,067.41
Monitors and Accessories Total			\$3,903.82
FY24 Computer Order Total			\$49,971.23

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA**

Subject:	Type:	Submitted By:
EXPENDITURE AUTHORIZATION – LA VISTA DAYS CELEBRATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNICATIONS MANAGER

SYNOPSIS

A resolution has been prepared to authorize various expenditures associated with the annual La Vista Days celebration in an amount not to exceed the approved FY24 budget for this event, which is \$167,200.

FISCAL IMPACT

The FY23/FY24 Biennial Budget (Lottery Fund) includes funding for the annual festival.

RECOMMENDATION

Approval.

BACKGROUND

As the annual La Vista Days celebration has evolved over the years, new events are added, costs increase, and there are now some individual elements of the event that exceed the City Administrator's authorization threshold of \$5,000. In order to facilitate efficiency in planning and booking these components and remain within the City's purchasing policy guidelines, we are requesting authority to expend up to, but not exceeding the budgeted amount for this festival.

All invoices for all expenditures will continue to be presented to Council via the bi-monthly claims run as part of the consent agenda.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING VARIOUS EXPENDITURES ASSOCIATED WITH THE ANNUAL LA VISTA DAYS CELEBRATION IN AN AMOUNT NOT TO EXCEED THE APPROVED FY24 BUDGET OF \$167,200.00.

WHEREAS, the City Council of the City of La Vista has determined that the La Vista Days celebration is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the La Vista Days event; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize various expenditures associated with the annual La Vista Days celebration in an amount not to exceed the approved FY24 budget of \$167,200.00.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, MMC
City Clerk