

## LA VISTA CITY COUNCIL MEETING AGENDA

August 6, 2024

6:00 p.m.

Immediately following adjournment of budget hearing  
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: International Clown Week
- Service Award: Jason Allen – 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 July 15, 2024, Budget Workshop
3. Approval of the Minutes of the July 16, 2024, City Council Meeting
4. Approval of the Minutes of the July 16, 2024, Budget Workshop
5. Request for Payment – Latitude Signage & Design – Professional Services – Wayfinding – \$413.00
6. Request for Payment – Spencer Management, LLC – Professional Services – Southport Parkway Panel Replacement – \$16,810.00
7. Request for Payment – Crouch Recreation, Inc – Professional Services – Central Park East Shelter – \$71,399.00
8. Request for Payment – Public Restroom Company – Professional Services – Park Restroom – \$56,823.00
9. Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$900.00
10. Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$900.00
11. Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation - \$63,591.32
12. Request for Payment – RDG Planning & Design – Professional Services – Municipal Campus Plan & Design – \$22,462.49
13. Resolution – Authorize Payment – Central Park Irrigation System Repair
14. Resolution – Police Officers Trust – Appoint Members to the Retirement Committee
- \*15. Resolution – Approve Change Order – Mobile Data Computer Systems
16. Approval of Claims

- Reports from City Administrator and Department Heads

**B. Fiscal Year 24/25 and Fiscal Year 25/26 Municipal Budgets Agreement**

1. Appropriations Ordinance – First Reading

**C. Resolution – Award Bid – La Vista Municipal Pool Demolition**

**D. Resolution – Award Bid – Surface Parking Lot; Lot 12 La Vista City Centre Replat Three**

**E. Resolution – Approve Professional Services Agreement – Surface Parking Lot; Lot 12 La Vista City Centre Replat Three**

**F. Resolution – Authorize Agreement – BerganKDV – Financial Audit Preparation**

**G. Resolution – Authorize Agreement – BerganKDV – Keno Audit Preparation**

**H. Resolution – Authorize Purchase – Holiday Lights**

**I. Resolution – Authorize Mural Painting – Applewood Creek Trail Underpass**

- Comments from the Floor

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

**\*\*Amended August 5, 2024 4:00PM**

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  
INTERNATIONAL CLOWN WEEK

WHEREAS, for centuries, the clown aim has been to induce heartly laughter in all; and

WHEREAS, the clown is dedicated to bring joy and sunshine to the lives of others and a fun presence that gives everyone a chance to forget their troubles for a moment; and

WHEREAS, it is said that the clown leaves happiness where they go, and takes misery away with them; and

WHEREAS, Nebraska clowns devote their time and energy to entertain those in hospitals, schools, institutions, parades, festivals and fairs; and

WHEREAS, we are grateful to the laugh-makers who help to heal the heart of the world.

NOW, THEREFORE I, Douglas Kindig, Mayor of the City of La Vista, do hereby declare the week of August 1 through August 7, 2024 as **International Clown Week** in the City of La Vista and urge all citizens to take a moment to make another person's day brighter.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 6th day of August 2024.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC  
City Clerk



CITY OF LA VISTA  
CERTIFICATE OF APPRECIATION

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

WHEREAS, **Jason Allen** has served the City of La Vista since July 22, 2019; and

WHEREAS, **Jason Allen'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 **Jason Allen** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 6TH DAY OF AUGUST 2024.

  
Terrilyn Quick

Councilmember, Ward I

  
Ronald Sheehan

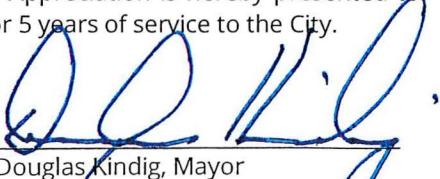
Councilmember, Ward II

  
Deb Hale

Councilmember, Ward III

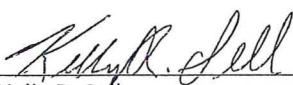
  
Kevin Wetuski

Councilmember, Ward IV

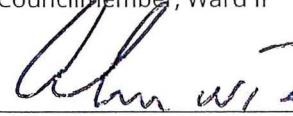
  
Douglas Kindig, Mayor

  
Kim J. Thomas

Councilmember, Ward I

  
Kelly R. Sell

Councilmember, Ward II

  
Alan W. Ronan

Councilmember, Ward III

  
Jim Frederick

Councilmember, Ward IV

ATTEST:

  
Pamela A. Buethe

Pamela A. Buethe, MMC

City Clerk

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# MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2108195KV

## LA VISTA CITY COUNCIL BUDGET WORKSHOP July 15, 2024

A Budget Workshop of the City Council of the City of La Vista, Nebraska was convened in open and public session 6:00 p.m. on July 15, 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 Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Harris, Human Resources Director Lowery, Recreation Director Buller, Library Director Barcal, Community Development Director Fountain, City Engineer Dowse and Police Captain Armbrust.

A notice of the workshop was given in advance thereof by publication in the Times on July 10, 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.

### I. CALL TO ORDER

Mayor Kindig called the meeting to order.

### II. PLEDGE OF ALLEGIANCE

Mayor Kindig led the audience in the Pledge of Allegiance.

### III. ANNOUNCEMENT OF LOCATION OF POSTED OPEN MEETINGS ACT

Mayor Kindig announced the posted location of the Open Meetings Act information.

### IV. BUDGET OVERVIEW

City Administrator Gunn gave an introduction to the FY25 & FY26 Biennial Budget. Gunn went over the budget development process, budget changes, assumptions and budget priorities.

### V. GENERAL FUND

Finance Director Harris gave an overview of the General Fund budget. Harris talked about sources of revenues and expenditures.

City Clerk Buethe went over the highlights, FY25 & FY26 priorities, and budget initiatives for the Boards and Commissions.

Assistant City Administrator Ramirez went over the highlights, FY25 & FY26 priorities, and budget initiatives for City Administration.

Communications Manager Beaumont went over the highlights, FY25 & FY26 priorities, and budget initiatives for Communication.

Director of Administrative Services Pokorny gave a general overview of Administrative Services regarding function area priorities, significant budget variances and/or requests, and strategic plan.

City Clerk Buethe went over the highlights, FY25 & FY26 priorities, and budget initiatives for the City Clerk Department.

Assistant Finance Director Cancino went over the highlights, FY25 & FY26 priorities, and budget initiatives for the Finance Department.

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Human Resources Director Lowery went over the highlights, FY25 & FY26 priorities, and budget initiatives for the Human Resources Department.

IT Manager South went over the highlights, FY25 & FY26 priorities, and budget initiatives for Information Technology.

Assistant City Administrator Ramirez gave a general overview of Community Services regarding function area priorities, significant budget variances and/or requests, and strategic plan.

Community Development Director Fountain went over the highlights, FY25 & FY26 priorities, and budget initiatives for the Community Development Department.

Library Director Barcal went over the highlights, FY25 & FY26 priorities, and budget initiatives for the Library.

Recreation Director Buller went over the highlights, FY25 & FY25 priorities, and budget initiatives for Public Transportation, Recreation Department, Senior Services, Special Services Bus, Swimming Pool and The Link.

Police Captain Armbrust went over the highlights, FY23 & FY24 priorities, and budget initiatives for Animal Control, Fire Services and the Police Department.

Director of Public Works Soucie went over the highlights, FY25 & FY26 priorities, and budget initiatives for Public Works Administration.

Building Superintendent Meyer went over the highlights, FY25 & FY26 priorities, and budget initiatives for the Public Works Building Maintenance Division.

Parks Superintendent Allen went over the highlights, FY25 & FY26 priorities, and budget initiatives for the Public Works Parks Division.

Deputy Director of Public Works Calentine went over the highlights, FY25 & FY26 priorities, and budget implications for the Public Works Streets Division.

## **VI. LOTTERY FUND**

Director of Administrative Services Pokorny presented the Lottery Fund Budget.

## **VII. SEWER & SEWER RESERVE FUND**

Director of Public Works Soucie gave a general overview of the Sewer Fund and Sewer Reserve Fund.

Sewer Foreman Terry Foster went over the highlights, FY25 & FY26 priorities, and budget initiatives for the Public Works Sewer Operations.

## **VIII. DEBT SERVICE FUND**

Finance Director Harris presented the Debt Service Fund Budget.

## **IX. CAPITAL IMPROVEMENT FUND**

Finance Director Harris presented the Capital Improvement Fund Budget.

## **X. REDEVELOPMENT FUND**

Assistant City Administrator Ramirez presented the Redevelopment Fund Budget.

## **XI. ECONOMIC DEVELOPMENT FUND**

Finance Director Harris presented the Economic Development Fund Budget.

## **XII. QUALIFIED SINKING FUND**

Finance Director Harris presented the Qualified Sinking Fund Budget.

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## XIII. OTHER FUNDS

Finance Director Harris presented information on other funds.

## XIV. DEBT CAPACITY

Finance Director Harris presented information on the debt capacity.

## XV. ADJOURNMENT

At 9:31p.m. Mayor Kindig declared the meeting adjourned. There were no objections.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk

# MINUTE RECORD

A-3

No. 729 — REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING July 16, 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 July 16, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Community Development Director Fountain, Finance Director Harris, Human Resources Director Lowery, Recreation Director Buller, Assistant Library Director Norton and City Engineer Dows.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on July 3, 2024. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### POLICE DEPARTMENT LIFE SAVING AWARDS – OFFICER TYLER COLEMAN, OFFICER ANDREW MAVENCAMP AND OFFICER ALEX GRESS

Mayor Kindig and Chief of Police Schofield presented Life Saving Awards to Officer Tyler Coleman, Officer Andrew Mavencamp and Officer Alex Gress.

### SERVICE AWARD: JEFF COX – 5 YEARS

Mayor Kindig recognized Jeff Cox for 5 years of service to the City.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE CORRECTED MINUTES OF THE JUNE 18, 2024, CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE JULY 2, 2024, CITY COUNCIL MEETING
4. MONTHLY FINANCIAL REPORT – JUNE 2024
5. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – POOL DEMO – \$8,550.00
6. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$1,904.00
7. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$7,944.97
8. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$702.00
9. REQUEST FOR PAYMENT – PUBLIC RESTROOM COMPANY – PROFESSIONAL SERVICES – PARK RESTROOM – \$83,467.00
10. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE SURFACE PARKING LOT – \$16,575.00
11. REQUEST FOR PAYMENT – MCANANY CONSTRUCTION – CONSTRUCTION SERVICES – UBAS STREET MAINTENANCE PROJECT – \$280,160.00
12. RESOLUTION NO. 24-078 – AUTHORIZE PAYMENT – VIERREGGER ELECTRIC COMPANY – ELECTRICAL CIRCUIT REPAIR

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO VIERREGGER ELECTRIC COMPANY, OMAHA, NEBRASKA FOR EMERGENCY REPAIRS TO A STREETLIGHT LUMINAIRE CIRCUIT IN AN AMOUNT NOT TO EXCEED \$7,641.00.

WHEREAS, the City Council of the City of La Vista has determined that emergency repairs to the streetlight luminaire circuit near the intersection of Bartmettler Drive and Main Street was necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to Vierregger Electric Company, Omaha, Nebraska for emergency repairs to a streetlight luminaire circuit in an amount not to exceed \$7,641.00.

## 13. APPROVAL OF CLAIMS

ACCO UNLIMITED CORP, supplies	775.42
ACTIVE NETWORK, services	658.63
AKRS EQUIP SOLUTIONS, maint.	21,832.36
AMAZON, supplies	1,592.00
BOHLMANN INC, bldg & grnds	1,454.88
BOK FINANCIAL, services	905,679.45
BSN SPORTS, supplies	760.00
BUETHE, P, training	228.50
CENTER POINT, books	242.10
CENTURY LINK/LUMEN, phones	177.45
CITY OF OMAHA, services	250,410.82
CITY OF PAPILLION, services	237,694.00
COLONIAL RESEARCH CHEMICAL, bldg & grnds	674.20
COMP CHOICE, services	3,020.00
CORNHUSKER SIGN, supplies	590.00
D & K PRODUCTS, supplies	2,689.78
DLR GROUP, services	3,900.00
DOUGLAS CO SHERIFF'S OFC, services	100.00
ENTERTAINMENT GRP, services	475.00
ESSENTIAL SCREENS, services	89.20
FAC PRINT & PROMO, services	840.00
FASTENAL CO, maint.	710.18
FELSBURG HOLT & ULLEVIG, services	3,795.51
FIRST RESPONDER OUTFITTERS, apparel	1,932.06
GARDIAN ALLIANCE TECH, services	50.00
GENERAL FIRE & SAFETY EQUIP, bldg & grnds	203.25
GENUINE PARTS CO, supplies	189.82
GREAT PLAINS UNIFORMS, services	1,540.84
HOME DEPOT, supplies	217.76
HONEYMAN RENT-ALL, services	351.71
INDUSTRIAL SALES CO, supplies	742.88
INGRAM LIBRARY SVCS, books	2,414.79
INT'L CODE COUNCIL, books	180.52
ITPROTV, mbmshp	299.40
J & J SMALL ENGINE, maint.	127.87
KANOPLY, media	142.00
LA VISTA COMM FOUNDATION, payroll	240.00
LARSEN SUPPLY CO, supplies	267.72
MALLOY ELECTRIC, maint.	4,225.85
MARCO INC, services	153.87
MATHESON TRI-GAS, services	230.52
METRO COMM COLLEGE, services	21,055.07
MUD, utilities	78.87
MID-AMERICAN BENEFITS, services	9,203.86
MIDWEST TAPE, media	203.54
OFFICE DEPOT, supplies	405.85
OLSSON, services	4,500.00

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OMAHA STORM CHASERS BASEBALL, services	1,000.00
O'REILLY AUTO PARTS, supplies	3,141.53
PLCS, sponsorship	250.00
PAPILLION SANITATION, services	1,424.68
PAYROLL MAXX, payroll & taxes	515,232.98
POINT C HEALTH, services	9,619.76
RDG PLANNING & DESIGN, services	23,960.00
SARPY CO CHAMBER, training	1,450.00
SARPY CO COURTHOUSE, services	4,627.00
SARPY CO FISCAL ADMIN, services	10,129.50
SHI INT'L CORP, services	617.35
SIGN IT, supplies	97.50
SITE ONE LANDSCAPE, supplies	1,176.58
STERLING COMPUTER CORP, services	2,388.02
STOREY KENWORTHY CORP, supplies	550.31
SUBURBAN NEWSPAPERS, services	264.16
THE COLONIAL PRESS, services	391.00
TMS, services	966.48
TRAVELERS, services	223.00
U.S. CELLULAR, phones	2,270.07
UNITE PRIVATE NETWORKS, services	4,950.00
UNIVERSITY OF NE, services	50.00
UNMC, services	721.00
VERIZON CONNECT FLEET, phones	608.00
VERIZON WIRELESS, phones	18.02
WALMART, supplies	988.49
WESTLAKE HARDWARE, supplies	37.97
WHITE, SCOTT, services	1400.00
ZIMCO SUPPLY CO, maint.	1,169.00

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

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

Director of Public Works Soucie reported that the restroom facilities for Central Park has arrived.

## B. APPROVAL OF CLASS I LIQUOR LICENSE APPLICATION – BAMBOO BEAUTY, LLC DBA BAMBOO NAIL SPA

### 1. PUBLIC HEARING

At 6:08 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Class I Liquor License Application for Bamboo Beauty, LLC dba Bamboo Nail Spa.

At 6:08 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.

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## 2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-079 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS I LIQUOR LICENSE FOR BAMBOO BEAUTY, LLC DBA BAMBOO NAIL SPA IN LA VISTA, NEBRASKA.

WHEREAS, Bamboo Beauty, LLC dba Bamboo Nail Spa, 7826 S. 123<sup>rd</sup> Plaza, Suite A, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class I Liquor License submitted by Bamboo Beauty, LLC dba Bamboo Nail Spa, 7826 S. 123<sup>rd</sup> Plaza, Suite A, La Vista, Sarpy County, Nebraska.

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

## C. PUD SITE PLAN AMENDMENT – LOT 2, SOUTHPORT EAST REPLAT TWO

### 1. PUBLIC HEARING

At 6:10 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the PUD Site Plan Amendment – Lot 2, Southport East Replat Two. Joe Dethlefs with TD2 gave an overview.

At 6:14 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. 24-080 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN AMENDMENT FOR LOT 2, SOUTHPORT EAST REPLAT TWO, A SUBDIVISION LOCATED IN THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, CPM-SFI, LLC, of the above-described piece of property has made an application for approval of a PUD site plan amendment for Lot 2, Southport East Replat Two; and

WHEREAS, the Deputy Community Development Director and the City Engineer have reviewed the PUD site plan; and

WHEREAS, on June 20, 2024, the La Vista Planning Commission held a public hearing and reviewed the amendment to the PUD site plan and recommended approval as the PUD Site Plan Amendment is consistent with the Comprehensive Plan and Zoning Ordinance.

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NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD Site Plan for Lot 2, Southport East Replat Two, a subdivision located in the Southeast ¼ of Section 18, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southeast of Eastport Parkway and Giles Road, be, and hereby is, approved.

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

**D. RESOLUTION – APPROVE AMENDMENT NO. 4 – PROFESSIONAL SERVICES AGREEMENT – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION PROJECT**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-081 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HGM ASSOCIATES, INC., OMAHA, NEBRASKA FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE EAST LA VISTA SEWER AND PAVEMENT REHABILITATION PROJECT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$222,455.00.

WHEREAS, the Mayor and City Council have determined that professional services for the construction phase services associated with the East La Vista Sewer and Pavement Rehabilitation Project are necessary; and

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

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator 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, do hereby approve amendment No. 4 to the professional services agreement with HGM Associates, Inc. to provide construction phase services associated with the East La Vista Sewer and Pavement Rehabilitation Project in an additional amount not to exceed \$222,455.00.

Seconded by Councilmember Frederick. 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 E. 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.

**COMMENTS FROM THE FLOOR**

Martin Ware 7311 Lillian Avenue addressed the Council with concerns.

**E. EXECUTIVE SESSION – LITIGATION**

At 6:24 p.m. Councilmember Quick made a motion to go into executive session for the protection of the public interest for possible litigation. Seconded by Councilmember Thomas. 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 matter contained in the motion.

At 6:31 p.m. the Council came out of executive session. Councilmember Thomas made a motion to reconvene in open and public session. Seconded by Councilmember

# MINUTE RECORD

Frederick. 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

Councilmember Frederick thanked the Public Works Department for their work on the roads and thanked everyone for their work on the budget process.

Councilmember Quick commented on her personal tax statement.

At 6:37 p.m. Mayor declared the meeting adjourned. There were no objections.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

## MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

**LA VISTA CITY COUNCIL  
BUDGET WORKSHOP  
July 16, 2024**

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session immediately following the City Council meeting at 6:367 p.m. on July 16, 2024. Present were Mayor Kindig and Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Community Development Director Fountain, Finance Director Harris, Human Resources Director Lowery, Recreation Director Boller, Assistant Library Director Norton and City Engineer Dowsie.

A notice of the workshop was given in advance thereof by publication in the Times on July 10, 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.

**I. CALL TO ORDER**

Mayor Kindig called the meeting to order.

**II. ANNOUNCEMENT OF LOCATION OF POSTED OPEN MEETINGS ACT**

Mayor Kindig announced the posted location of the Open Meetings Act information.

**III. FOLLOW UP FROM JULY 15 BUDGET WORKSHOP**

Finance Director Harris gave updates on questions from the previous Budget Workshop.

**IV. COMMENTS FROM THE FLOOR**

There were no comments from the floor.

**V. COMMENTS FROM THE MAYOR AND COUNCIL**

There were no comments from the Mayor and Council.

**VI. ADJOURNMENT**

At 6:43 p.m. Mayor declared the meeting adjourned. There were no objections.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk

**Invoice No. OMAH 230466**July 19, 2024  
Page 1 of 1

**Customer** City of La Vista  
**Location** Primary Location  
**Reference** Parking sign  
**Due Date** 08/18/2024



#10187

**Bill to**  
 City of La Vista  
 Chris Solberg  
 8116 Park View Blvd.  
 La Vista, NE 68128  
 US  
 Email: csolberg@cityoflavista.org

**Ship to**  
 City of La Vista  
 Chris Solberg  
 8116 Park View Blvd.  
 La Vista, NE 68128  
 US  
 Email: csolberg@cityoflavista.org

Order Ref.	OMAH 211198	Ship/Install	08/09/2024	Terms	Net 30 days		SRs	Rebecca Kleine
F.O.B.	Job Site	Client PO	Qte. 102301	Ship Method	UPS (Ground)		PM	Kris Kibbee
No.	Item Name/Description			Qty	UOM	Ship	Unit Price	Extension
1.	<b>Sign Type Parking</b>			2	Each	2	184.00	368.00
	Sign Type Parking							
	24"(h) x 30"(w) DOT sign - prismatic material							
	Illumination: none							
	Background Color: Standard							
	Graphics Color: Standard							
	Mounting: TBD - wall or pole mounted (NOTE: pole not included.)							
2.	<b>Shipping &amp; Handling</b>			1	Each	1	45.00	45.00
	Shipping and Handling							

**REMIT TO:****Latitude Signage + Design**

1219 Zimmerman Dr.

PO Box 187

Grinnell, IA 50112

US

T: 888.236.6616

Email: ar@latitudesignage.com

Subtotal	413.00
Sales Tax (0 %)	0.00
Total	413.00
Less Deposit	0.00
<b>Amount Due</b>	<b>413.00</b>

**Notes:**

Include Latitude Signage + Design invoice number on your check to insure proper credit to your account.

Please pay within Latitude Signage + Design terms - NET 30 Days from date of invoice.

MasterCard &amp; VISA accepted for transactions under \$10,000.00. The transaction will be charged a 1.5% processing fee.

**APPROVED**  
*Batan* 7/24/24  
 05.71.0917.000. ADMN2200

## INVOICE

P.O. BOX 111623  
OMAHA, NEBRASKA 68111  
402.201.8246 (24/7) / 402.507.1920 (SALES/SERVICE)  
Email: [jmoore@spencermanagement.org](mailto:jmoore@spencermanagement.org)

**INVOICE#\_004 - City of LaVista**  
**DATE: July 22, 2024**

OWNER:  
City of LaVista  
9900 Portal Rd.  
LaVista, NE 68128

City of LaVista 2024

PROJECT #	PROJECT	PROJECT LOCATION
002	STREET RECONSTRUCTION	125 <sup>th</sup> & South PKWY Papillion, Nebraska

05 71 0917.0000 - STT2T 24004

Ok to Pay

G. Delgado 7/26/24

SPENCER MANAGEMENT LLC  
P.O. BOX 111623

**Crouch Recreation, Inc.**

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

**INVOICE**

BILL TO	SHIP TO	INVOICE	5286
Jason Allen (402) 650-2741 c/o: Central Park City of La Vista 8116 Park View Blvd La Vista, Ne 68128	Bodie Dostal c/o: Central Park 13680 S 220th St Gretna, NE 68028	DATE	06/11/2024
		TERMS	Net 15
		DUE DATE	06/26/2024

SALES REP  
 Julie Conradson

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Poligon</b> 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
	<b>Poligon</b> Stained Tongue & Groove Color: New Redwood	1	14,205.00	14,205.00
	<b>Poligon</b> Multi-Rib Roof Color: Silver Metallic	1	6,355.00	6,355.00
	<b>Poligon</b> Electrical Access	1	500.00	500.00
	<b>Poligon</b> 4 Cutouts	4	50.00	200.00
	<b>Poligon</b> Anchor Bolt Kit	1	530.00	530.00
	<b>Poligon</b> Engineering	1	500.00	500.00
	<b>Poligon</b> Sourcewell Discount Member Number: 94124	1	-5,791.00	-5,791.00
	<b>Poligon</b> Freight	1	4,300.00	4,300.00
	<b>Dostal's Construction</b> Dirt Work	0	1,600.00	0.00

Dostal's Construction Footings	0	9,975.00	0.00
Dostal's Construction Erection	0	34,125.00	0.00
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	0	19,170.00	0.00
Dostal's Construction Seeding and Restoration	0	1,600.00	0.00

1. If late payment is added to any invoice 14 days past the due date	SUBTOTAL	71,399.00
2. Projects not yet paid in full will be charged interest monthly at 8% interest	TAX	0.00
We appreciate your business!	TOTAL	71,399.00
	BALANCE DUE	<b>\$71,399.00</b>

Central Park East Imports CP

JL 7/22/24

16.71.0917.000 - PARK 23003

PO# - 24-010196



**PUBLIC  
RESTROOM  
COMPANY**

Building Better Places To Go.<sup>SM</sup>

# INVOICE

Invoice Date:	Invoice #:
7/31/2024	25592

Bill To:

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

Ship To

Progress Billing For The Period Ending:

7/31/2024

P.O. #:

23-010100

S.O. No.

Project:

11515 - La Vista Ce...

Item	Description	Qty	U/M	Rate	Amount Due
all. Minden Pr...	<p>Progress Billing Invoice - For Percentage Complete of All Scheduled Values Please See Continuation Sheet Attached</p> <p>La Vista Park Restroom PO#23-010100; Vendor NO: 100830</p> <p><i>Central Park East Improvements</i> <i>J</i> <i>7/31/24</i></p> <p><i>16.71,0917.000 - PARK 23003</i> <i>PO# 23-010100</i></p>	1		56,823.00	56,823.00
		0			0.00

THE PUBLIC RESTROOM CERTIFICATION: The Public Restroom Company certifies that to the best of our knowledge, information and belief the work covered by this payment request has been completed in accordance with the contract documents, that all amounts have been paid for by the Public Restroom Company for work which previous payment requests were issued and payments received from the Owner, and that payments shown above is now due.

<b>Total</b>	<b>\$56,823.00</b>
<b>Payments</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$56,823.00</b>

**Invoice**

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

# olsson

May 17, 2024

Invoice No: 497396

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

<b>Invoice Total</b>	<b>\$900.00</b>
----------------------	-----------------

Olsson Project # 022-03277 La Vista City Park Pavilion Testing  
 Professional services rendered through May 4, 2024 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 500 SWPPP

**Fee**

Number of internal units	1.00
Fee Each	900.00
Subtotal	900.00

<b>Subtotal</b>	<b>900.00</b>
-----------------	---------------

<b>Total this Phase</b>	<b>\$900.00</b>
-------------------------	-----------------

<b>AMOUNT DUE THIS INVOICE</b>	<b>\$900.00</b>
--------------------------------	-----------------

Email invoices to: pdowse@cityoflavista.org

Authorized By: Douglas Carey

OK Pay  
 PMP 7/31/24

16.71,0017.000 -

PARK 16001

**Invoice**

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



July 25, 2024  
 Invoice No: 505800

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

**Invoice Total** **\$900.00**

Olsson Project # 022-03277                    La Vista City Park Pavilion Testing  
 Professional services rendered through July 6, 2024 for work completed in accordance with our Agreement dated June 1, 2022.

Phase                    500                    SWPPP

**Fee**

Number of internal units	1.00
Fee Each	900.00
Subtotal	900.00

Subtotal	900.00
----------	--------

Total this Phase	\$900.00
------------------	----------

AMOUNT DUE THIS INVOICE	\$900.00
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**Outstanding Invoices**

Number	Date	Balance
497396	5/17/2024	900.00
<b>Total</b>		<b>900.00</b>

Email invoices to: pdowse@cityoflavista.org

Authorized By: Douglas Carey

OK TO PAY  
 PMN 7/31/24  
 16.71.0917.06 - PART 18001



450 Regency Pkwy  
Suite 120  
Omaha, NE 68114  
(712) 323-0530

**City of LaVista**  
Attn: Mr. Patrick Dowse, P.E.  
9900 Portal Road  
LaVista, NE 68128

## INVOICE

Invoice Number: 702619-33  
Date: July 11, 2024  
Client Code: 7220  
P.O. Number: 20-008340

**Progress billing for engineering services for the East LaVista Sewer and Pavement Rehabilitation - Phase 2 Final Design, per agreement dated June 4, 2019 & Amendments..**

**Construction Observation, Administration & Testing Through: June 30, 2024**

	Hours	Rate	Current Period	Billed To Date
<b>001: Phase I Investigation (LS \$53,340)</b>		90% Complete		<b>\$48,006.00</b>
<b>002: Trekk (\$90,420) (Hrly)</b>				<b>\$89,172.71</b>
<b>003: Thiele Geotech (\$18,675) (Hrly)</b>				<b>\$19,200.00</b>
<b>004: Emspace &amp; Lovgren (\$9,775) (Hrly)</b>				<b>\$11,809.67</b>
<b>005: Amendment 1 HGM (LS \$923)</b>		100% Complete		<b>\$923.00</b>
<b>006: Amendment 1 TREKK (\$4,000) (Hrly)</b>				<b>\$4,000.00</b>
<b>007: Phase 2 Final Design (Hrly)</b>				<b>\$201,345.71</b>
<b>008: Phase 2 Final Design TREKK (Hrly)</b>				<b>\$64,665.61</b>
<b>009: Phase 2 Final Design Emspace (Hrly)</b>				<b>\$10,763.73</b>
<b>010: Midwest Right of Way (\$58,725) (Hrly)</b>				<b>\$20,205.00</b>
<b>011: Construction Admin (Hrly)</b>				
Design Engineer	57.00	117.12		\$6,675.84
Design Engineer	168.00	136.32		\$22,901.76
Design Engineer	152.00	148.48		\$22,568.96
Engineer Technician	16.00	105.60		\$1,689.60
Engineer Technician	27.00	123.84		\$3,343.68

	Hours	Rate	Current Period	Billed To Date
Senior Project Engineer	8.50	234.91	<u>\$1,996.74</u>	
			<u>\$59,176.58</u>	<u>\$598,716.60</u>

**012: Const. Testing - Thiele Geotech (\$93,873) (Hrly)**

Thiele Geotech, Inc.	<u>\$2,778.00</u>	
	<u>\$2,778.00</u>	<u>\$35,611.00</u>

**014: Const. Surveying (Hrly)**

Engineer Technician	6.00	67.20	\$403.20
Engineer Technician II	6.50	128.00	\$832.00
Land Surveyor	2.00	200.77	<u>\$401.54</u>
			<u>\$1,636.74</u>
			<u>\$2,439.82</u>

Total Amount Billed	<u>\$1,106,858.85</u>
Less Previous Invoices	<u>\$1,043,267.53</u>
<b>Invoice Total</b>	<u><b>\$63,591.32</b></u>

←

PA-1  
THIS  
AMOUNT

**Outstanding Invoices**

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
702619-32	6/7/2024	\$62,625.44			\$62,625.44
		<u>\$62,625.44</u>			<u>\$62,625.44</u>

OH TO PAY  
PMD 7/31/24  
02.71.0917.CC - SEWER 13001  
(48%)SEWER = \$30,513.83  
(52%)STREET = \$33,067.49



**Remit To:**  
**RDG Planning & Design**  
**301 Grand Avenue**  
**Des Moines, Iowa 50309**  
**Questions: [invoicing@rdgusa.com](mailto:invoicing@rdgusa.com)**

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

June 30, 2024  
 Project No: R3005.930.00  
 Invoice No: 57419

Project R3005.930.00 City of La Vista - Municipal Campus Master Plan and Design

**Professional Services through June 30, 2024**

**Fee**

<b>Billing Phase</b>	<b>Fee</b>	<b>Billed %</b>	<b>Earned</b>	<b>Prior Fee</b>	<b>Current Fee</b>
Planning	149,750.00	90.00	134,775.00	112,312.51	22,462.49
Total Fee	149,750.00		134,775.00	112,312.51	22,462.49
<b>Total Fee</b>					<b>22,462.49</b>
<b>Total this Invoice</b>					<b>\$22,462.49</b>

05.71.0917.000 - CTHL15002

*Rachel Carl*  
 7/31/2024



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PAYMENT – IRRIGATION SYSTEM REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared authorizing payment to Dexter Pump Service, Blue Springs, Missouri for emergency repair of the VFD controller at the Central Park Irrigation Pump Station in an amount not to exceed \$8,099.80.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Central Park Irrigation Pump System is used to maintain the turf and landscapes in Central Park and at the Link. The Variable Frequency Drive (VFD) controller, which regulates the pump's speed and ensures optimal water distribution across the park, was determined to be faulty, making the irrigation system inoperable.

Dexter Pump Service was used to complete the repair of the system. Dexter Pump Service is one of the few regional companies certified and equipped to service Watertronics systems. The immediate need to repair the irrigation was determined because of the time of year and the landscapes need for water. Dexter Pump service ordered and replaced the drive, and the irrigation system is up and running smoothly.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO DEXTER PUMP SERVICES, BLUE SPRINGS, MISSOURI FOR EMERGENCY REPAIR OF THE VFD CONTROLLER IN AN AMOUNT NOT TO EXCEED \$8,099.80.

WHEREAS, the City Council of the City of La Vista has determined that emergency repair of the VFD controller at the Central Park Irrigation Pump Station was necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to Dexter Pump Services, Blue Springs, Missouri for emergency repair of the VFD controller in an amount not to exceed \$8,099.80.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

# Invoice

DEXTER PUMP SERVICE  
605 SW US HWY 40  
BOX 176  
BLUE SPRINGS, MO 64014  
816-210-8140

DATE	INVOICE #
6/29/2024	5663 INV

## BILL TO

CITY OF LA VISTA  
LA VISTA CENTRAL PARK  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

DUE DATE	P.O. NUMBER
7/29/2024	JASON

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
WORK SCOPE	REPLACE DEFECTIVE VFD	1		0.00
Misc Labor	6/28/2024 - ENGINEERING FOR VFD REPLACEMENT - AGED ALTIVAR STANDALONE TO BE REPLACED WITH 30 HP - WATERTRONICS JOB # 2018-489 SEE NOTES	2	100.00	200.00
Misc Parts	30 HP VFD	1	4,565.70	4,565.70
Misc Parts	ACCU DRIVE FIRMWARE	1	250.00	250.00
Misc Labor	PROGRAMMING	1	110.00	110.00
Misc Labor	SCHEMATICS	1	110.00	110.00
Freight	UPS SHIPPING - INBOUND	1	248.85	248.85

# Invoice

DEXTER PUMP SERVICE  
605 SW US HWY 40  
BOX 176  
BLUE SPRINGS, MO 64014  
816-210-8140

DATE	INVOICE #
6/29/2024	5663 INV

## BILL TO

CITY OF LA VISTA  
LA VISTA CENTRAL PARK  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

DUE DATE	P.O. NUMBER
7/29/2024	JASON

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc Labor	7/5/2024 - VFD WAS PROGRAMMED FOR STANDALONE BASED ON CONVERSATIONS BETWEEN JASON & MYSELF - FROM OUR CONVERSATION WITH THE ELECTRICIAN AND WHAT HAD OCCURRED THERE WAS NO MENTION OF A PLC OR PLC CONTROL AS I ASK HOW THE VFD WAS CONTROLLED. I SENT THE INFO TO WATERTRONICS. ON THE WAY UP FRIDAY JASON HAD SENT PICS AND IT WAS EVIDENT THERE WAS A POSSIBLE PLC. I CALLED TECH SUPPORT AND THE VFD HAD TO BE RETURNED. IN THE INTERIM I DID MY BEST ON THE STATION SHOWING JASON WHAT I COULD, CHECKING THE	10	100.00	1,000.00
NOTE	7/5/2024 - SUBS AND IT WAS EVIDENT 1 MOTOR IS ON THE VERGE OF BEING BAD. AT THE LOCATION OF THE SKID IT IS POSSIBLE THE PIPE IS FULL OF MUD & DEBRIS AND THE MOTOR HAS RUN HOT. THE SECOND IS NOT BAD HOWEVER IT READS 56 MEG OHM AND THAT IS LOW FOR A 3 YR OLD MOTOR IN MY OPINION.	1		0.00

# Invoice

DEXTER PUMP SERVICE  
605 SW US HWY 40  
BOX 176  
BLUE SPRINGS, MO 64014  
816-210-8140

DATE	INVOICE #
6/29/2024	5663 INV

BILL TO

CITY OF LA VISTA  
LA VISTA CENTRAL PARK  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

DUE DATE	P.O. NUMBER
7/29/2024	JASON

ITEM	DESCRIPTION	QTY	RATE	AMOUNT								
Freight	POSTSAGE - RETURN VFD OUTBOUND	1	216.40	216.40								
Misc Labor	RETURN FREIGHT - INBOUND NO CHARGE ON PROGRAMMING OR PRINTS FOR RETURN	1	248.85	248.85								
Misc Labor PER DIEM EXP	7/18/2024 - INSTALL VFD & FINE TUNE 7/18/2024 - HOTEL	10 1	100.00 150.00	1,000.00 150.00								
Thank You for your business - Seller retains 100% interest in the product or labor sold until paid in full - Article 9 of the UCC - Failure to pay for Services rendered can result in filing of a ML.												
<table border="1"><tr><td>Subtotal</td><td>8,099.80</td></tr><tr><td>0% Tax</td><td>0.00</td></tr><tr><td>Total</td><td>8,099.80</td></tr><tr><td>Balance Due</td><td>8,099.80</td></tr></table>					Subtotal	8,099.80	0% Tax	0.00	Total	8,099.80	Balance Due	8,099.80
Subtotal	8,099.80											
0% Tax	0.00											
Total	8,099.80											
Balance Due	8,099.80											

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 6, 2024**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
POLICE OFFICERS TRUST - APPOINT NEW MEMBERS TO THE RETIREMENT COMMITTEE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to appoint the City Administrator and City Clerk to the retirement committee of the Police Officers Trust.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City of La Vista established the Police Officers Pension plan in September 1990. Neb. Rev. Stat. Section 16-1015 requires a retirement committee to be set up with six members, of which four are selected by the active paid police officers. The remaining two members shall be the City Administrator and City Clerk per La Vista Municipal Code §34.26.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPOINT THE CITY ADMINISTRATOR AND CITY CLERK TO THE RETIREMENT COMMITTEE OF THE CITY OF LA VISTA POLICE OFFICER'S RETIREMENT PLAN AND TRUST.

WHEREAS, the City of La Vista, maintains the City of La Vista Police Officers Retirement Plan and Trust; and

WHEREAS, the Plan and Trust require a retirement committee; and

WHEREAS, Section 16-1015 of the Nebraska Statutes provides that the retirement committee shall have six members, four of whom shall be selected by the police officers from the police force of the City, and two of whom shall be designated by the City Council

NOW, THEREFORE, BE IT RESOLVED, that the Council hereby appoints the following two positions to serve a term of four years on the retirement committee pursuant to Neb. Rev. Stat. Section 16-1015 and La Vista Municipal Code §34.26:

City Administrator  
City Clerk

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute such documents and take such further actions as necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – MOBILE DATA COMPUTER SYSTEMS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize a change in the purchase price of four (4) Mobile Data Computer Systems (MDC's) to include laptops, docking stations, printers, scanners, and power management systems from BIZCO Technologies, Lincoln, Nebraska from \$19,684.24 to an amount not to exceed 20,441.44 of which 75% will be reimbursed by NDOT-HSO grant.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

On April 16, 2024 the City Council authorized the purchase of four (4) Mobile Data Computer Systems (MDC's) to include laptops, docking stations, printers, scanners, and power management systems.

This item is being brought back due to a slight increase in cost. The original bid was a three-year service – maintenance – parts & labor agreement. The updated bid is with a four-year service – maintenance – parts & labor agreement as recommended by IT. The overall difference is \$757.20.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER FOR THE PURCHASE OF FOUR (4) MOBILE DATA COMPUTER SYSTEMS FROM BIZCO TECHNOLOGIES, LINCOLN, NEBRASKA INCREASING THE NOT TO EXCEED AMOUNT FROM \$19,684.24 TO \$20,441.44 OF WHICH 75% WILL BE REIMBURSED BY NDOT-HSO GRANT.

WHEREAS, the City Council of the City of La Vista has determined the purchase of Four (4) Mobile Data Computer Systems (MDC's) to include laptops, docking stations, printers, scanners, and power management systems is necessary, and

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

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

WHEREAS, the change order is for the change from a three-year service – maintenance – parts & labor agreement to a four-year service – maintenance – parts & labor agreement and will increase the amount of purchase from \$19,684.24 to \$20,441.44.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize a change order for the purchase of Four (4) Mobile Data Computer Systems from BIZCO Technologies, Lincoln, Nebraska increasing the not to exceed amount from \$19,684.24 to \$20,441.44 of which 75% will be reimbursed by NDOT-HSO grant.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

Quote #:	000Q4025-01
Date:	Jan 15, 2024

7950 O Street  
Lincoln, NE 68510

### Prepared For:

Stu Nadgwick  
La Vista Police Department - NE  
Phone +14023311582  
8116 Park View Boulevard  
La Vista, NE 68128  
United States

### Your Account Manager:

Carl Steffens  
csteffens@bizco.com  
402-323-4805  
7950 O St  
Lincoln, NE 68510-2500  
United States

### Notes:

Here is the quote you requested.

Qty	Description	Unit Price	Ext. Price
4	Panasonic TOUGHBOOK FZ-55 LTE 14" Touchscreen Semi-rugged Notebook - Full HD - 1920 x 1020 - Intel Core i5 11th Gen i5-1145G7 - 16 GB Total RAM - 512 GB SSD - Intel Chip - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - 18 Hours Battery Run Time - 4G - IEEE 802.11ax Wireless LAN Standard	\$2,628.13	\$10,512.52
	 <i>Purpose-built, rugged laptops for your extraordinary work. Your work is extraordinary, and your laptop needs to match you step for step. That's why we build rugged TOUGHBOOK® laptops that are trusted and used by hardworking people in the toughest environments anywhere.</i>		
4	Panasonic Protection Plus - 3 Year - Service - Maintenance - Parts & Labor - Electronic and Physical	\$249.58	\$998.32
4	Gamber-Johnson Trimline Lite Port Replication Laptop vehicle docking station (No Pass) for the Panasonic Toughbook 54/55 laptop computer. Serial, Ethernet, USB 3.0 (2)	\$882.41	\$3,529.64
4	Panasonic CF-LNDDC120 Auto Adapter - 120 W - 12 V DC Input	\$149.24	\$596.96
			
4	PocketJet8 PJ822 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire)	\$539.20	\$2,156.80
4	L-Tron 4910LR Microphone Style Driver License Reader Kit	\$472.50	\$1,890.00

Qty	Description	Unit Price	Ext. Price
	SubTotal		\$19,684.24
	Tax		\$0.00
	Shipping		\$0.00
	<b>TOTAL</b>		<b>\$19,684.24</b>

To accept this quote, sign here and return:

### Thank You For Your Business!

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by Bizco or 2.) an order is placed on-line and accepted by Bizco or 3.) a written proposal is accepted by you. The prices contained in this list may not be relied upon as the price at which Bizco will accept an offer to purchase products unless expressly agreed to by Bizco in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by Bizco Technologies within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms are available upon credit approval; unless otherwise stated in writing, terms shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be addressed by your sales representative.



www.bizco.com  
4023234850  
7950 O Street, Lincoln, NE 68510

Quote 000Q4025-01

Valid through April 30, 2024 @ 11:59 pm

**Prepared For:**

La Vista Police Department - NE  
Stu Nadwick  
Phone: +14023311582  
8116 Park View Boulevard  
La Vista, NE 68128  
snadgwick@cityoflavista.org

**Prepared By:**

Carl Steffens  
Phone: 402-323-4805  
Fax:  
Email: csteffens@bizco.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

**Line Item Detail**

Qty	Description	Unit Price	Ext Price
4	Panasonic TOUGHBOOK FZ-55 LTE 14" Touchscreen Semi-rugged Notebook - Full HD - 1920 x 1020 - Intel Core i5 11th Gen i5-1145G7 - 16 GB Total RAM - 512 GB SSD - Intel Chip - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - 18 Hours Battery Run Time - 4G - IEEE 802.11ax Wireless LAN Standard	\$2,628.13	\$10,512.52
4	Panasonic Protection Plus - 4 Year - Service - Maintenance - Parts & Labor - Physical	\$438.88	\$1,755.52
4	Gamber-Johnson Trimline Lite Port Replication Laptop vehicle docking station (No Pass) for the Panasonic Toughbook 54/55 laptop computer. Serial, Ethernet, USB 3.0 (2)	\$882.41	\$3,529.64
4	Panasonic CF-LNDDC120 Auto Adapter - 120 W - 12 V DC Input	\$149.24	\$596.96
4	PocketJet8 PJ822 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire)	\$539.20	\$2,156.80
4	L-Tron 4910LR Microphone Style Driver License Reader Kit	\$472.50	\$1,890.00

**SubTotal:** **\$20,441.44**  
**Shipping:** **\$0.00**  
**Sales Tax:** **\$0.00**  
**Total:** **\$20,441.44**

**Acceptance Detail**

*This Quote was accepted by proxy.*

**Payment Details**

## Payment History

QUOTE Total: \$20,441.44. Total payments made to date: \$0.00 (\$20,441.44 balance remaining)

### Uploads Area

### Have Questions?

**Quote Accepted. Have additional questions?**

**Submit**

*(Note, you will receive a copy of your message by email.)*

**No questions posted yet.**

*Time expressed in Central Daylight Time UTC-05:00*

This page was created using QuoteValet - *The online quote delivery and acceptance vehicle for QuoteWerks.*

Check #	Check Date	Vendor Name	Amount	Voided
142740	07/17/2024	ALFRED BENESCH & COMPANY	8,646.97	N
142741	07/17/2024	CITY OF PAPILLION	12,104.82	N
142742	07/17/2024	DLR GROUP	16,575.00	N
142743	07/17/2024	FENCL, JOHN	1,600.00	N
142744	07/17/2024	FREDERICK, MARGARET M.	533.25	N
142745	07/17/2024	HOBBY LOBBY STORES INC	32.98	N
142746	07/17/2024	KEVIN LLOYD	400.00	N
142747	07/17/2024	MCANANY CONSTRUCTION	280,160.00	N
142748	07/17/2024	PITNEY BOWES GLOBAL FIN SVCS	721.05	N
142749	07/17/2024	PUBLIC RESTROOM COMPANY	83,467.00	N
142750	07/17/2024	THOMPSON DREESSEN & DORNER, IN	10,454.00	N
142751	07/17/2024	UNITED STATES POSTAL SERVICE	1,915.41	N
6(E)	07/31/2024	POINT C HEALTH	6,779.63	N
1261753(E)	07/31/2024	ACTIVE NETWORK LLC	223.90	N
1261754(E)	07/31/2024	AMERICAN HERITAGE LIFE INSURANCE	463.59	N
1261755(E)	07/31/2024	BLACK HILLS ENERGY	1,672.34	N
1261756(E)	07/31/2024	CENTURY LINK/LUMEN	587.42	N
1261757(E)	07/31/2024	COX COMMUNICATIONS, INC.	467.15	N
1261758(E)	07/31/2024	DEARBORN NATIONAL LIFE INSURANC	1,302.00	N
1261759(E)	07/31/2024	DEARBORN NATIONAL LIFE INSURANC	7,487.35	N
1261760(E)	07/31/2024	FNIC	15,662.50	N
1261761(E)	07/31/2024	GREATAMERICA FINANCIAL SERVICES	1,735.58	N
1261762(E)	07/31/2024	LINCOLN NATIONAL LIFE INS CO	7,099.07	N
1261763(E)	07/31/2024	MEDICA INSURANCE COMPANY	155,068.57	N
1261764(E)	07/31/2024	METROPOLITAN UTILITIES DISTRICT	14,450.76	N
1261765(E)	07/31/2024	MID-AMERICAN BENEFITS INC	5,891.89	N
1261766(E)	07/31/2024	NE DEPT OF REVENUE-SALES TAX	1,098.60	N
1261767(E)	07/31/2024	OMAHA PUBLIC POWER DISTRICT	54,019.78	N
1261768(E)	07/31/2024	PAYROLL MAXX	500,748.98	N
1261769(E)	07/31/2024	COLONIAL LIFE & ACCIDENT INS CO	2,058.84	N
1261770(E)	07/31/2024	METLIFE	1,116.65	N
1261771(E)	07/31/2024	NE DEPT OF REV-MOTOR FUEL TAX	597.00	N
142752	08/06/2024	1000 BULBS	244.16	N
142753	08/06/2024	AA WHEEL & TRUCK SUPPLY INC	91.64	N
142754	08/06/2024	ACCO UNLIMITED CORPORATION	2,809.23	N
142755	08/06/2024	ACE INTERDICTION TACTICS LLC	339.00	N
142756	08/06/2024	ACTION BATTERIES UNLTD INC	430.31	N
142757	08/06/2024	AKRS EQUIPMENT SOLUTIONS, INC.	1,070.63	N
142758	08/06/2024	AMAZON CAPITAL SERVICES, INC.	2,161.27	N
142760	08/06/2024	ANTHEM SPORTS LLC	121.47	N
142761	08/06/2024	ARNOLD MOTOR SUPPLY	10.76	N
142762	08/06/2024	AT&T MOBILITY LLC	98.42	N
142763	08/06/2024	AXON ENTERPRISE INC	5,814.20	N
142764	08/06/2024	BACON LETTUCE CREATIVE	2,847.50	N
142765	08/06/2024	BENNETT REFRIGERATION INC	497.75	N
142766	08/06/2024	BISHOP BUSINESS EQUIPMENT	2,051.20	N
142767	08/06/2024	BIZCO, INC.	1,960.81	N
142768	08/06/2024	BOBCAT OF OMAHA	516.25	N
142769	08/06/2024	BODY BASICS INC	380.10	N
142770	08/06/2024	CAIN, MADDIE	140.00	N
142771	08/06/2024	CALIBRE PRESS	1,432.00	N
142772	08/06/2024	CANOYER GARDEN CENTER	1,842.52	N
142773	08/06/2024	CENTER POINT, INC.	47.94	N
142774	08/06/2024	CINTAS CORPORATION NO. 2	5,882.94	N
142775	08/06/2024	CITY OF PAPILLION	16,413.66	N
142776	08/06/2024	CLEARVIEW PET CARE CENTRE	251.70	N
142777	08/06/2024	COLONIAL RESEARCH CHEMICAL CO	1,249.32	N
142778	08/06/2024	CONCRETE SUPPLY, INC.	12,535.25	N
142779	08/06/2024	CONNER PSYCHOLOGICAL SERVICES, P	2,550.00	N
142780	08/06/2024	CORNHUSKER SIGN & MFG CORP	505.22	N

Check #	Check Date	Vendor Name	Amount	Voided
142781	08/06/2024	CROUCH RECREATION	4,995.00	N
142782	08/06/2024	CULLIGAN OF OMAHA	37.50	N
142783	08/06/2024	CUMMINS SALES AND SERVICE	862.78	N
142784	08/06/2024	D & K PRODUCTS	1,686.35	N
142785	08/06/2024	DAIGLE LAW GROUP, LLC	3,280.00	N
142786	08/06/2024	DILLON BROS MOTORSPORTS	410.47	N
142787	08/06/2024	DOG WASTE DEPOT	791.92	N
142788	08/06/2024	DOUGLAS COUNTY SHERIFF'S OFC	600.00	N
142789	08/06/2024	FERGUSON US HOLDINGS INC	177.98	N
142790	08/06/2024	FIKES COMMERCIAL HYGIENE LLC	157.00	N
142791	08/06/2024	FIRST RESPONDER OUTFITTERS, INC	1,588.15	N
142792	08/06/2024	FIRST WIRELESS INC	52.95	N
142793	08/06/2024	FITZGERALD SCHORR BARMETTLER	30,826.70	N
142794	08/06/2024	FREDERICK, MARGARET M.	459.00	N
142795	08/06/2024	G I CLEANERS & TAILORS	605.45	N
142796	08/06/2024	GALE	273.65	N
142797	08/06/2024	GALLS LLC	357.11	N
142798	08/06/2024	GENERAL FIRE & SAFETY EQUIP CO	553.00	N
142799	08/06/2024	GRAINGER	251.42	N
142800	08/06/2024	GREAT PLAINS UNIFORMS	136.49	N
142801	08/06/2024	ICMA-INTL CITY/COUNTY MGMT	795.00	N
142802	08/06/2024	INGRAM LIBRARY SERVICES LLC	1,165.88	N
142803	08/06/2024	J & J SMALL ENGINE SERVICE	178.74	N
142804	08/06/2024	JANITOR DEPOT MIDWEST LLC	218.00	N
142805	08/06/2024	JONES AUTOMOTIVE INC	1,375.00	N
142806	08/06/2024	KIMBALL MIDWEST	133.80	N
142807	08/06/2024	LIBRARY IDEAS LLC	1,181.50	N
142808	08/06/2024	LOGAN CONTRACTORS SUPPLY	58.40	N
142809	08/06/2024	LOGO LOGIX EMBROIDERY & SCREEN	457.00	N
142810	08/06/2024	LOWE'S CREDIT SERVICES	550.98	N
142811	08/06/2024	LYMAN-RICHEY SAND & GRAVEL CO	8,812.40	N
142812	08/06/2024	MCGRATH, MAREN	140.00	N
142813	08/06/2024	MCGRATH, MOLLY	140.00	N
142814	08/06/2024	MENARDS-RALSTON	1,524.62	N
142816	08/06/2024	METRO AREA TRANSIT	950.00	N
142817	08/06/2024	METROPOLITAN COMMUNITY COLLEG	37,018.79	N
142818	08/06/2024	MICHAEL TODD AND COMPANY INC	766.08	N
142819	08/06/2024	MIDWEST TAPE	114.05	N
142820	08/06/2024	MIDWEST TURF & IRRIGATION	145.53	N
142821	08/06/2024	MILLARD METAL SERVICES INC	390.00	N
142822	08/06/2024	MOTOROLA SOLUTIONS INC	1,149.20	N
142823	08/06/2024	MR. PICNIC	740.70	N
142824	08/06/2024	MSC INDUSTRIAL SUPPLY CO	101.16	N
142825	08/06/2024	MURPHY TRACTOR/POWERPLAN	105.36	N
142826	08/06/2024	NEBRASKA IOWA INDL FASTENERS INC	10.11	N
142827	08/06/2024	NMC GROUP INC	241.08	N
142828	08/06/2024	NORTH AMERICAN RESCUE	1,083.80	N
142829	08/06/2024	OCLC INC	2,309.92	N
142830	08/06/2024	OFFICE DEPOT INC	869.02	N
142831	08/06/2024	OMAHA WINNELSON SUPPLY	4,359.93	N
142832	08/06/2024	OMNI ENGINEERING	578.19	N
142833	08/06/2024	ONE CALL CONCEPTS INC	524.96	N
142834	08/06/2024	PAPILLION SANITATION	2,170.21	N
142835	08/06/2024	PEPSI COLA COMPANY	395.37	N
142836	08/06/2024	PER MAR SECURITY SERVICES	206.22	N
142837	08/06/2024	PITNEY BOWES GLOBAL FIN SVCS	429.99	N
142838	08/06/2024	POMP'S TIRE SERVICE, INC	3,831.81	N
142839	08/06/2024	PORT-A-JOHNS	540.00	N
142840	08/06/2024	PRIMA DISTRIBUTION, INC.	149.62	N
142841	08/06/2024	RED WING BUSINESS ADVANTAGE ACC	150.00	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
142842	08/06/2024	REVOLUTION WRAPS LLC	524.82	N
142843	08/06/2024	RTG BUILDING SERVICES INC	6,765.00	N
142844	08/06/2024	SARPY CO TIMES-LEE SUBSCRIPTIONS	130.00	N
142845	08/06/2024	SARPY DOUGLAS LAW ENFORCE. ACAD	308.24	N
142846	08/06/2024	SARPY DOUGLAS LAW ENFORCE. ACAD	12,000.00	N
142847	08/06/2024	SECURITY EQUIPMENT INC.	219.75	N
142848	08/06/2024	SHERWIN-WILLIAMS	603.05	N
142849	08/06/2024	SIGN IT	171.00	N
142850	08/06/2024	SITE ONE LANDSCAPE SUPPLY LLC	1,169.84	N
142851	08/06/2024	STRAIGHT-LINE STRIPING	19,370.00	N
142852	08/06/2024	SUBURBAN NEWSPAPERS INC	418.86	N
142853	08/06/2024	SUN COUNTRY DISTRIBUTING LTD	266.51	N
142854	08/06/2024	SWANK MOTION PICTURES INC	755.00	N
142855	08/06/2024	THE ASTRO THEATER	13,231.72	N
142856	08/06/2024	THE COLONIAL PRESS, INC	2,978.26	N
142857	08/06/2024	THE SCHEMMER ASSOCIATES INC	858.75	N
142858	08/06/2024	THE WALDINGER CORPORATION	22,426.00	N
142859	08/06/2024	THOMPSON DREESSEN & DORNER, IN	5,742.00	N
142860	08/06/2024	TRAFFIC SAFETY WAREHOUSE	1,108.26	N
142861	08/06/2024	TRANS UNION RISK AND ALT. DATA S	75.00	N
142862	08/06/2024	TRANSPARENT LANGUAGE INC	1,260.00	N
142863	08/06/2024	TRUCK CENTER COMPANIES	771.14	N
142864	08/06/2024	TURFWERKS	501.86	N
142865	08/06/2024	TY'S OUTDOOR POWER & SERVICE	10.20	N
142866	08/06/2024	ULINE, INC.	44.43	N
142867	08/06/2024	UNITED DISTRIBUTORS INC	112.59	N
142868	08/06/2024	UNMC	117.00	N
142869	08/06/2024	VERIZON WIRELESS	445.89	N
142870	08/06/2024	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
142871	08/06/2024	WALMART COMMUNITY BRC	1,327.87	N
142872	08/06/2024	WASTE MANAGEMENT NEBRASKA	45.25	N
142873	08/06/2024	WELDON PARTS INC.	58.00	N
1261772(A)	08/06/2024	ABM INDUSTRIES, INC	14,216.90	N
1261773(A)	08/06/2024	CITY OF PAPILLION - MFO	237,694.00	N
1261774(A)	08/06/2024	SHI INTERNATIONAL CORP.	1,193.10	N
		TOTAL:	1,730,547.96	

APPROVED BY COUNCIL MEMBERS ON: 08/06/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FISCAL YEARS 24/25 & 25/26 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

**SYNOPSIS**

The first reading of an ordinance has been scheduled to adopt the proposed municipal budget for FY 24/25 (FY25) and FY25/26 (FY26). Only the first reading of the Appropriations Ordinance is requested at this time as the final valuation of the City will not be received from Sarpy County until August 20, 2024.

**FISCAL IMPACT**

The proposed amended budget for FY25 is \$52,732,513 and for FY26 is \$52,696,241 in all funds. The total proposed preliminary property tax request for FY25 is for \$12,970,893 which will require a property tax levy of \$0.54 per \$100 dollars of assessed valuation.

The owner of a home valued at \$222,900 will pay \$1,204 in property taxes, or \$100.33 per month.

**RECOMMENDATION**

Approval of first reading of the Appropriations Ordinance.

**BACKGROUND**

The City Council held budget workshops on July 15 and 16, 2024. The proposed Appropriations Ordinance is based on the discussions from these meetings.

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

AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING ON SEPTEMBER 30, 2026 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That after complying with all procedures required by law, the proposed budget presented and set forth in the budget statements, as amended, is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2024, through September 30, 2025 and the fiscal year beginning October 1, 2025, through September 30, 2026. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. The budget document, as amended, together with the amount to be received from personal and real property taxation to fund the adopted budget, shall be filed with and certified to the County Clerk of Sarpy County, Nebraska for use by the levying board, and shall be filed with the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, as provided by law.

Fund	Proposed Budget of Disbursements and Transfers FY25	Proposed Budget of Disbursements and Transfers FY26	Amount to be Raised by Property Tax FY25	Amount to be Raised by Property Tax Levy FY26
General Fund	27,435,337.00	28,338,175.00	12,007,424.00	12,007,424.00
Sewer Fund	5,806,075.00	5,441,029.00	0.00	0.00
Sewer Reserve Fund	0.00	0.00	0.00	0.00
Debt Service Fund	4,682,278.00	4,406,992.00	963,469.00	963,469.00
Capital Fund	4,556,230.00	2,995,000.00	0.00	0.00
Lottery Fund	1,404,378.00	1,341,335.00	0.00	0.00
Economic Development	1,147,555.00	1,152,374.00	0.00	0.00
Redevelopment Fund	5,825,769.00	7,016,012.00	0.00	0.00
Police Academy	272,331.00	284,361.00	0.00	0.00
TIF – City Centre Phase 1A	426,173.00	439,226.00	0.00	0.00
TIF – City Centre Phase 1B	647,702.00	667,460.00	0.00	0.00
Qualified Sinking Fund	370,000.00	450,000.00	0.00	0.00
TIF – City Centre Phase 1C	67,061.00	69,581.00	0.00	0.00
TIF – City Centre Phase 1D	91,626.00	94,698.00	0.00	0.00
<b>Total All Funds</b>	<b>52,732,513</b>	<b>52,696,241.00</b>	<b>13,006,839.00</b>	<b>13,006,839.00</b>

Section 2. This ordinance shall take effect from and after passage, approval and publication as provided by law.

Ordinance No.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**FY25 - FY26 Biennial Budget Itemized Changes - Budget Workshop to 1st Reading**

<b>Category</b>	<b>Description</b>	<b>FY25 Amount</b>	<b>FY26 Amount</b>
Personnel Services	Mayor & Council Salary Increase 1/1/2025	5,723	13,254
Capital Improvement	Move \$150K for Reflections Plaza from FY26 to FY25	150,000	(150,000)
	<b>Total Increase/(Decrease) in Appropriation</b>	<b>155,723</b>	<b>(136,746)</b>

## City of La Vista

### All Funds Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Property Tax	12,924,222	13,610,479	5.31%	13,995,444	2.83%
Sales Tax	10,999,884	12,139,103	10.36%	12,573,170	3.58%
Payments in Lieu of Taxes	229,986	236,884	3.00%	243,991	3.00%
State Revenue	2,199,941	2,308,133	4.92%	2,421,657	4.92%
Occupation and Franchise Taxes	1,102,409	1,063,166	-3.56%	1,288,311	21.18%
Hotel Occupation Tax	1,089,450	1,154,817	6.00%	1,224,106	6.00%
Licenses and Permits	488,869	372,741	-23.75%	389,137	4.40%
Interest Income	95,520	1,185,672	1141.28%	899,345	-24.15%
Recreation Fees	169,950	179,457	5.59%	196,181	9.32%
Special Services	20,500	20,500	0.00%	20,500	0.00%
Grant Income	5,195,752	414,000	-92.03%	334,000	-19.32%
Restaurant Tax	700,000	700,000	0.00%	700,000	0.00%
Miscellaneous	687,675	611,193	-11.12%	617,294	1.00%
Bond Proceeds	7,000,000	-	-100.00%	12,000,000	0.00%
Sewer Charges	5,146,251	5,256,838	2.15%	5,466,632	3.99%
Community Betterment	900,000	900,000	0.00%	900,000	0.00%
Taxes - Form 51	313,043	315,000	0.63%	315,000	0.00%
Loan Payments	142,951	699,461	389.30%	654,749	-6.39%
Police Academy	214,500	247,445	15.36%	247,445	0.00%
Tax Increment Financing	1,754,584	1,232,562	-29.75%	1,270,965	3.12%
Parking Garage Fees	392,853	301,746	-23.19%	321,846	6.66%
<b>Total Revenues</b>	<b>51,768,340</b>	<b>42,949,197</b>	<b>-17.04%</b>	<b>56,079,772</b>	<b>30.57%</b>
<b>Expenditures</b>					
Personnel Services	15,997,141	16,334,128	2.11%	17,159,986	5.06%
Compensation Study		358,889		372,347	
Commodities	1,004,447	1,084,081	7.93%	1,082,590	-0.14%
Contractual Services	10,571,593	11,074,460	4.76%	11,639,719	5.10%
Maintenance	1,159,783	1,529,785	31.90%	1,270,667	-16.94%
Other Charges	895,015	871,250	-2.66%	966,946	10.98%
Debt Service	10,589,153	10,176,901	-3.89%	9,804,372	-3.66%
Capital Outlay	1,788,500	1,164,400	-34.90%	871,594	-25.15%
Capital Improvement	19,110,500	7,006,230	-63.34%	6,655,000	-5.01%
<b>Total Expenditures</b>	<b>61,116,133</b>	<b>49,600,124</b>	<b>-18.84%</b>	<b>49,823,221</b>	<b>0.45%</b>
<b>Other Financing Sources</b>					
Transfers In	(14,406,393)	(3,132,390)		(2,873,020)	
Transfers Out	14,406,393	3,132,390		2,873,020	
Transfer from Annexation	-	-		-	
<b>Total Other Uses Of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Balance</b>	<b>48,419,918</b>	<b>50,778,442</b>		<b>44,127,515</b>	
<b>Change In Fund Balance</b>	<b>(9,347,792)</b>	<b>(6,650,927)</b>		<b>6,256,551</b>	
<b>Ending Fund Balance</b>	<b>39,072,126</b>	<b>44,127,515</b>		<b>50,384,066</b>	

## City of La Vista

### General Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Percent Change	FY26 Recommended Budget	FY25 - FY26 Percent Change
<b>Revenue</b>					
Property Tax	11,996,493	12,635,598	5.33%	12,993,602	2.83%
Sales Tax	5,562,691	6,069,551	9.11%	6,286,585	3.58%
Payments in Lieu of Taxes	209,079	215,350	3.00%	221,811	3.00%
State Revenue	2,199,941	2,308,133	4.92%	2,421,657	4.92%
Occupation and Franchise Taxes	848,323	868,166	2.34%	898,311	3.47%
Hotel Occupation Tax	1,089,450	1,154,817	6.00%	1,224,106	6.00%
Licenses and Permits	488,869	372,741	-23.75%	389,137	4.40%
Interest Income	21,625	439,388	1931.85%	372,417	-15.24%
Recreation Fees	169,950	179,457	5.59%	196,181	9.32%
Special Services	20,500	20,500	0.00%	20,500	0.00%
Grant Income	195,752	414,000	111.49%	334,000	-19.32%
Restaurant Tax	700,000	700,000	0.00%	700,000	0.00%
Parking Garage Fees	392,853	301,746	-23.19%	321,846	6.66%
Miscellaneous	293,750	212,993	-27.49%	216,519	1.66%
<b>Total Revenues</b>	<b>24,189,276</b>	<b>25,892,440</b>	<b>7.04%</b>	<b>26,596,672</b>	<b>2.72%</b>
<b>Expenditures</b>					
Personnel Services	15,003,255	15,589,299	3.91%	16,384,431	5.10%
Commodities	727,738	754,623	3.69%	755,375	0.10%
Contractual Services	6,113,499	6,916,246	13.13%	7,352,659	6.31%
Maintenance	1,069,548	1,462,159	36.71%	1,203,041	-17.72%
Other Charges	319,622	440,469	37.81%	392,200	-10.96%
Capital Outlay	1,478,500	1,164,400	-21.24%	871,594	-25.15%
<b>Total Expenditures</b>	<b>24,712,162</b>	<b>26,327,195</b>	<b>6.54%</b>	<b>26,959,301</b>	<b>2.40%</b>
<b>Other Financing Sources</b>					
<b>Transfers In</b>					
Lottery Fund	15,044	-	-	-	-
Qualified Sinking Fund	-	270,000	-	350,000	-
<b>Total Transfer In</b>	<b>15,044</b>	<b>270,000</b>	-	<b>350,000</b>	-
<b>Transfers Out</b>					
(Debt Service Fund)	(300,000)	(300,000)	-	(300,000)	-
(Capital Improvement Fund)	-	(277,230)	-	-	-
(Economic Development Fund)	(1,006,574)	(330,912)	-	(878,874)	-
(Off-Street Parking Fund)	(437,636)	-	-	-	-
(Qualified Sinking Fund)	(100,000)	(200,000)	-	(200,000)	-
<b>Total Transfer Out</b>	<b>(1,844,210)</b>	<b>(1,108,142)</b>	-	<b>(1,378,874)</b>	-
<b>Total Other Uses Of Funds</b>	<b>(1,829,166)</b>	<b>(838,142)</b>	-	<b>(1,028,874)</b>	-
<b>Beginning Fund Balance</b>	<b>14,997,667</b>	<b>17,223,280</b>	-	<b>15,950,384</b>	-
<b>Change In Fund Balance</b>	<b>(2,352,052)</b>	<b>(1,272,896)</b>	-	<b>(1,391,503)</b>	-
<b>Ending Fund Balance</b>	<b>12,645,615</b>	<b>15,950,384</b>	-	<b>14,558,881</b>	-
<b>Operating Reserve %</b>	<b>54%</b>	<b>63%</b>	-	<b>56%</b>	-

## City of La Vista

### Sewer Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Sewer Service Charges	23,095	24,018	4.00%	24,979	4.00%
Sewer User Fees	5,020,020	5,220,820	4.00%	5,429,653	4.00%
Sales Tax Collection Fee	21	-	-100.00%	-	0.00%
Sewer Hookup Fee	103,115	12,000	-88.36%	12,000	0.00%
Interest Income	3,000	29,393	879.77%	23,161	-21.20%
<b>Total Revenues</b>	<b>5,149,251</b>	<b>5,286,231</b>	<b>2.66%</b>	<b>5,489,793</b>	<b>3.85%</b>
<b>Expenditures</b>					
Compensation Study	-	15,815	0.00%	16,408	3.75%
Personnel Services	700,865	736,231	5.05%	764,480	3.84%
Commodities	36,785	38,360	4.28%	38,360	0.00%
Contractual Services	3,542,103	3,648,820	3.01%	3,790,033	3.87%
Maintenance	73,610	67,626	-8.13%	67,626	0.00%
Other Charges	16,068	19,976	24.32%	19,976	0.00%
Capital Outlay	60,000	-	-100.00%	-	0.00%
Capital Improvement Program	2,320,000	-	-100.00%	25,000	0.00%
<b>Total Expenditures</b>	<b>6,749,431</b>	<b>4,526,827</b>	<b>-32.93%</b>	<b>4,721,883</b>	<b>4.31%</b>
<b>Other Financing Sources</b>					
<b>Transfers In</b>					
Lottery Fund	726	-	-	-	-
<b>Total Transfer In</b>	<b>726</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Transfers Out</b>					
(Sewer Reserve Fund)	(702,553)	(1,279,248)	-	(719,146)	-
<b>Total Transfer Out</b>	<b>(702,553)</b>	<b>(1,279,248)</b>	<b>-</b>	<b>(719,146)</b>	<b>-</b>
<b>Total Other Uses Of Funds</b>	<b>(701,827)</b>	<b>(1,279,248)</b>	<b>-</b>	<b>(719,146)</b>	<b>-</b>
<b>Beginning Fund Balance</b>	<b>3,461,838</b>	<b>1,651,551</b>	<b>-</b>	<b>1,131,707</b>	<b>-</b>
<b>Change In Fund Balance</b>	<b>(2,302,007)</b>	<b>(519,844)</b>	<b>-</b>	<b>48,764</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>1,159,831</b>	<b>1,131,707</b>	<b>-</b>	<b>1,180,471</b>	<b>-</b>
<b>Operating Reserve %</b>	<b>17%</b>	<b>25%</b>	<b>-</b>	<b>25%</b>	<b>-</b>

## City of La Vista

### Sewer Reserve Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Percent Change	FY26 Recommended Budget	FY25 - FY26 Percent Change
<b>Revenue</b>					
Interest Income	8,690	74,746	760.14%	75,657	1.22%
<b>Total Revenues</b>	<b>8,690</b>	<b>74,746</b>	<b>760.14%</b>	<b>75,657</b>	<b>1.22%</b>
<b>Expenditures</b>					
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>0.00%</b>
<b>Other Financing Sources</b>					
<b>Transfers In</b>					
Sewer Fund	702,553	1,279,248		719,146	
<b>Total Transfer In</b>	<b>702,553</b>	<b>1,279,248</b>		<b>719,146</b>	
<b>Transfers Out</b>					
(Sewer Fund)	-	-		-	
<b>Total Transfer Out</b>	<b>-</b>	<b>-</b>		<b>-</b>	
<b>Total Other Uses Of Funds</b>	<b>702,553</b>	<b>1,279,248</b>		<b>719,146</b>	
<b>Beginning Fund Balance</b>	<b>2,195,073</b>	<b>2,768,537</b>		<b>4,122,531</b>	
<b>Change In Fund Balance</b>	<b>711,243</b>	<b>1,353,994</b>		<b>794,803</b>	
<b>Ending Fund Balance</b>	<b>2,906,316</b>	<b>4,122,531</b>		<b>4,917,334</b>	

## City of La Vista

### Debt Service Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Percent Change	FY26 Recommended Budget	FY25 - FY26 Percent Change
<b>Revenue</b>					
Property Tax	927,729	974,882	5.08%	1,001,841	2.77%
Sales Tax	2,718,597	3,034,776	11.63%	3,143,293	3.58%
Interest Income	4,100	90,178	2099.46%	77,614	-13.93%
Miscellaneous	414,832	409,734	-1.23%	412,955	0.79%
<b>Total Revenues</b>	<b>4,065,258</b>	<b>4,509,569</b>	<b>10.93%</b>	<b>4,635,703</b>	<b>2.80%</b>
<b>Expenditures</b>					
Debt Service - Bond Principal	1,985,000	3,150,000	58.69%	2,555,000	-18.89%
Debt Service - Bond Interest	921,149	1,340,030	45.47%	1,517,122	13.22%
County Treasurer Fees	8,257	8,248	-0.11%	8,870	7.54%
Debt Payment - PFD	175,997	176,000	0.00%	176,000	0.00%
Financial/Legal Fees	8,250	8,000	-3.03%	150,000	1775.00%
<b>Total Expenditures</b>	<b>3,098,653</b>	<b>4,682,278</b>	<b>51.11%</b>	<b>4,406,992</b>	<b>-5.88%</b>
<b>Other Financing Sources</b>					
<b>Transfers In</b>					
General Fund	300,000	300,000		300,000	
<b>Total Transfer In</b>	<b>300,000</b>	<b>300,000</b>		<b>300,000</b>	
<b>Transfers Out</b>					
(Capital Improvement Fund)	(8,853,025)	-			
(Off Street Parking Fund)	(2,495,835)	-		-	
<b>Total Transfer Out</b>	<b>(11,348,860)</b>	<b>-</b>		<b>-</b>	
<b>Total Other Uses Of Funds</b>	<b>(11,048,860)</b>	<b>300,000</b>		<b>300,000</b>	
<b>Beginning Fund Balance</b>	<b>14,140,477</b>	<b>3,354,237</b>		<b>3,481,529</b>	
<b>Change In Fund Balance</b>	<b>(10,082,255)</b>	<b>127,292</b>		<b>528,711</b>	
<b>Ending Fund Balance</b>	<b>4,058,222</b>	<b>3,481,529</b>		<b>4,010,240</b>	
<b>Debt Service Coverage Ratio</b>	<b>0.73</b>	<b>1.03</b>		<b>1.16</b>	

# City of La Vista

## Capital Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Bond Proceeds	-	-	0.00%	12,000,000	0.00%
Interest Income	12,475	65,219	422.80%	7,728	-88.15%
<b>Total Revenues</b>	<b>12,475</b>	<b>65,219</b>	<b>422.80%</b>	<b>12,007,728</b>	<b>18311.40%</b>
<b>Expenditures</b>					
Administration	345,000	75,000	-78.26%	175,000	133.33%
Buildings and Grounds	39,000	-	-100.00%	-	0.00%
Parks	225,000	454,000	101.78%	420,000	-7.49%
Sewer	2,400,000	-	-100.00%	-	0.00%
Sports Complex	-	950,000	0.00%	-	-100.00%
Streets	6,201,500	3,077,230	-50.38%	2,400,000	-22.01%
<b>Total Expenditures</b>	<b>9,210,500</b>	<b>4,556,230</b>	<b>-50.53%</b>	<b>2,995,000</b>	<b>-34.27%</b>
<b>Other Financing Sources</b>					
<b>Transfers In</b>					
General Fund	-	277,230	-	-	-
Debt Service Fund	8,853,025	-	-	-	-
Lottery	345,000	375,000	325,000	-	-
Qualified Sinking Fund	-	100,000	100,000	-	-
<b>Total Transfer In</b>	<b>9,198,025</b>	<b>752,230</b>	<b>425,000</b>		
<b>Transfers Out</b>					
<b>Total Transfer Out</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Total Other Uses Of Funds</b>	<b>9,198,025</b>	<b>752,230</b>	<b>425,000</b>		
<b>Beginning Fund Balance</b>	<b>-</b>	<b>4,411,155</b>	<b>672,374</b>		
<b>Change In Fund Balance</b>	<b>-</b>	<b>(3,738,781)</b>	<b>9,437,728</b>		
<b>Ending Fund Balance</b>	<b>-</b>	<b>672,374</b>	<b>10,110,102</b>		

## City of La Vista

### Lottery Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Community Betterment	900,000	900,000	0.00%	900,000	0.00%
Interest Income	14,800	119,830	709.66%	100,287	-16.31%
Taxes - Form 51	313,043	315,000	0.63%	315,000	0.00%
Miscellaneous Income	-	10,000	0.00%	10,000	0.00%
<b>Total Revenues</b>	<b>1,227,843</b>	<b>1,344,830</b>	<b>9.53%</b>	<b>1,325,287</b>	<b>-1.45%</b>
<b>Expenditures</b>					
Personnel Services	102,563	110,154	7.40%	115,005	4.40%
Commodities	226,420	287,700	27.06%	285,200	-0.87%
Contractual Services	204,715	266,524	30.19%	251,130	-5.78%
Other Charges	368,043	365,000	-0.83%	365,000	0.00%
<b>Total Expenditures</b>	<b>901,741</b>	<b>1,029,378</b>	<b>14.15%</b>	<b>1,016,335</b>	<b>-1.27%</b>
<b>Other Financing Sources</b>					
Transfers In					
General Fund	-	-		-	
<b>Total Transfer In</b>	<b>-</b>	<b>-</b>		<b>-</b>	
<b>Transfers Out</b>					
(General Fund)	(15,044)				
(Sewer Fund)	(726)				
(Capital Improvement Fund)	(345,000)	(375,000)		(325,000)	
(Qualified Sinking Fund)	(150,000)	-		-	
<b>Total Transfer Out</b>	<b>(510,770)</b>	<b>(375,000)</b>		<b>(325,000)</b>	
<b>Total Other Uses Of Funds</b>	<b>(510,770)</b>	<b>(375,000)</b>		<b>(325,000)</b>	
<b>Beginning Fund Balance</b>	<b>4,621,849</b>	<b>5,274,868</b>		<b>5,215,320</b>	
<b>Change In Fund Balance</b>	<b>(184,668)</b>	<b>(59,548)</b>		<b>(16,048)</b>	
<b>Ending Fund Balance</b>	<b>4,437,181</b>	<b>5,215,320</b>		<b>5,199,273</b>	

## City of La Vista

### Economic Development Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Grantee Payments	142,951	699,461	389.30%	654,749	-6.39%
<b>Total Revenues</b>	<b>142,951</b>	<b>699,461</b>	<b>389.30%</b>	<b>654,749</b>	<b>-6.39%</b>
<b>Expenditures</b>					
Debt Service - Bond Principal	1,055,000	1,060,000	0.47%	1,075,000	1.42%
Debt Service - Bond Interest	94,025	86,694	-7.80%	76,449	-11.82%
Financial Fees	500	860	72.06%	925	7.54%
<b>Total Expenditures</b>	<b>1,149,525</b>	<b>1,147,555</b>	<b>-0.17%</b>	<b>1,152,374</b>	<b>0.42%</b>
<b>Other Financing Sources</b>					
<b>Transfers In</b>					
General Fund Transfer - Sales Tax	1,006,574	330,912		878,874	
<b>Total Transfer In</b>	<b>1,006,574</b>	<b>330,912</b>		<b>878,874</b>	
<b>Transfers Out</b>					
<b>Total Transfer Out</b>	<b>-</b>	<b>-</b>		<b>-</b>	
<b>Total Other Uses Of Funds</b>	<b>1,006,574</b>	<b>330,912</b>		<b>878,874</b>	
<b>Beginning Fund Balance</b>					
Beginning Fund Balance	202,140	118,158		977	
<b>Change In Fund Balance</b>	<b>0</b>	<b>(117,182)</b>		<b>381,249</b>	
<b>Ending Fund Balance</b>	<b>202,140</b>	<b>976</b>		<b>382,226</b>	

## City of La Vista

### Off-Street Parking Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Percent Change	FY26 Recommended Budget	FY25 - FY26 Percent Change
<b>Revenue</b>					
Interest Income	1,400	-	0.00%	-	0.00%
<b>Total Revenues</b>	<b>1,400</b>	-	<b>-100.00%</b>	-	<b>0.00%</b>
<b>Expenditures</b>					
Commodities	11,354	-	-100.00%	-	0.00%
Contractual Services	401,576	-	-100.00%	-	0.00%
Maintenance	16,625	-	-100.00%	-	0.00%
Other	9,480	-	-100.00%	-	0.00%
Debt Service	1,795,835	-	-100.00%	-	0.00%
Capital Improvement	1,200,000	-	-100.00%	-	0.00%
<b>Total Expenditures</b>	<b>3,434,870</b>	-	<b>-100.00%</b>	-	<b>0.00%</b>
<b>Other Financing Sources</b>					
<b>Transfers In</b>					
General Fund	437,636	-	-	-	-
Debt Service Fund	2,495,835	-	-	-	-
<b>Total Transfer In</b>	<b>2,933,471</b>	-	-	-	-
<b>Transfers Out</b>	-	-	-	-	-
<b>Total Transfer Out</b>	-	-	-	-	-
<b>Total Other Uses Of Funds</b>	<b>2,933,471</b>	-	-	-	-
<b>Beginning Fund Balance</b>	<b>525,954</b>	-	-	-	-
<b>Change In Fund Balance</b>	<b>(499,999)</b>	-	-	-	-
<b>Ending Fund Balance</b>	<b>25,955</b>	-	-	-	-

## City of La Vista

### Redevelopment Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Percent Change	FY26 Recommended Budget	FY25 - FY26 Percent Change
<b>Revenue</b>					
Sales Tax	2,718,597	3,034,776	11.63%	3,143,293	3.58%
GBOT - Retail Sales	48,863	37,500	-23.25%	75,000	100.00%
GBOT - Event Sales	205,223	157,500	-23.25%	315,000	100.00%
Bond Proceeds	7,000,000	-	-100.00%	-	0.00%
Grant Income	5,000,000	-	-100.00%	-	0.00%
Interest Income	25,660	341,114	1229.36%	218,630	-35.91%
<b>Total Revenues</b>	<b>14,998,343</b>	<b>3,570,890</b>	<b>-76.19%</b>	<b>3,751,923</b>	<b>5.07%</b>
<b>Expenditures</b>					
Professional Services	299,250	230,000	-23.14%	232,500	1.09%
Debt Service - Bond Principal	1,390,000	1,587,500	14.21%	1,652,500	4.09%
Debt Service - Bond Interest	1,435,109	1,556,441	8.45%	1,494,046	-4.01%
Land/Construction	6,380,000	2,450,000	-61.60%	3,635,000	48.37%
Financial/Legal Fees	141,750	1,828	-98.71%	1,966	7.54%
<b>Total Expenditures</b>	<b>9,646,109</b>	<b>5,825,769</b>	<b>-39.60%</b>	<b>7,016,012</b>	<b>20.43%</b>
<b>Other Financing Sources</b>					
Transfers In	-	-	-	-	-
<b>Total Transfer In</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfers Out	-	-	-	-	-
<b>Total Transfer Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Other Uses Of Funds</b>					
Beginning Fund Balance	7,347,060	14,003,245		11,748,366	
Change In Fund Balance	5,352,234	(2,254,879)		(3,264,089)	
<b>Ending Fund Balance</b>	<b>12,699,294</b>	<b>11,748,366</b>		<b>8,484,276</b>	
<b>Debt Service Coverage Ratio</b>	<b>1.06</b>	<b>1.14</b>		<b>1.19</b>	

## City of La Vista

### Police Academy Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Percent Change	FY26 Recommended Budget	FY25 - FY26 Percent Change
<b>Revenue</b>					
Police Academy - Agency Contribution	162,500	172,500	6.15%	172,500	0.00%
Police Academy - Tuition	45,000	72,000	60.00%	72,000	0.00%
Interest Income	145	300	106.90%	300	0.00%
Police Academy - Reimbursement	7,000	2,945	-57.93%	2,945	0.00%
<b>Total Revenues</b>	<b>214,645</b>	<b>247,745</b>	<b>15.42%</b>	<b>247,745</b>	<b>0.00%</b>
<b>Expenditures</b>					
Personnel Services	190,459	241,518	26.81%	252,009	4.34%
Commodities	2,150	3,399	58.09%	3,655	7.54%
Contractual Services	10,450	12,871	23.16%	13,398	4.10%
Other Charges	5,500	14,543	164.42%	15,299	5.20%
<b>Total Expenditures</b>	<b>208,559</b>	<b>272,331</b>	<b>30.58%</b>	<b>284,361</b>	<b>4.42%</b>
<b>Other Financing Sources</b>					
Transfers In	-	-	-	-	-
<b>Total Transfer In</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfers Out	-	-	-	-	-
<b>Total Transfer Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Other Uses Of Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Beginning Fund Balance	146,064	148,298		123,712	
Change In Fund Balance	6,086	(24,586)		(36,616)	
<b>Ending Fund Balance</b>	<b>152,150</b>	<b>123,712</b>		<b>87,096</b>	

## City of La Vista

### TIF 1A Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Property Taxes	401,545	426,173	6.13%	439,226	3.06%
<b>Total Revenues</b>					
	<b>401,545</b>	<b>426,173</b>	<b>6.13%</b>	<b>439,226</b>	<b>3.06%</b>
<b>Expenditures</b>					
TIF Approved Expenses	397,530	421,911	6.13%	434,834	3.06%
County Treasurer Fees	4,015	4,262	6.15%	4,392	3.05%
<b>Total Expenditures</b>					
	<b>401,545</b>	<b>426,173</b>	<b>6.13%</b>	<b>439,226</b>	<b>3.06%</b>
<b>Other Financing Sources</b>					
Transfers In	-	-	-	-	-
<b>Total Transfer In</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfers Out	-	-	-	-	-
<b>Total Transfer Out</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Other Uses Of Funds</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Beginning Fund Balance	-	-	-	-	-
Change In Fund Balance	-	-	-	-	-
<b>Ending Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## City of La Vista

### TIF 1B Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Property Taxes	799,142	647,702	-18.95%	667,460	3.05%
<b>Total Revenues</b>					
	<b>799,142</b>	<b>647,702</b>	<b>-18.95%</b>	<b>667,460</b>	<b>3.05%</b>
<b>Expenditures</b>					
TIF Approved Expenses	791,151	641,225	-18.95%	660,785	3.05%
County Treasurer Fees	7,991	6,477	-18.95%	6,675	3.06%
<b>Total Expenditures</b>					
	<b>799,142</b>	<b>647,702</b>	<b>-18.95%</b>	<b>667,460</b>	<b>3.05%</b>
<b>Other Financing Sources</b>					
Transfers In	-	-	-	-	-
<b>Total Transfer In</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfers Out	-	-	-	-	-
<b>Total Transfer Out</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Other Uses Of Funds</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Beginning Fund Balance	-	-	-	-	-
Change In Fund Balance	-	-	-	-	-
<b>Ending Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## City of La Vista

### TIF 1C Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Property Taxes	50,299	67,061	33.32%	69,581	3.76%
<b>Total Revenues</b>					
	<b>50,299</b>	<b>67,061</b>	<b>33.32%</b>	<b>69,581</b>	<b>3.76%</b>
<b>Expenditures</b>					
TIF Approved Expenses	49,796	66,390	33.32%	68,885	3.76%
County Treasurer Fees	503	671	33.40%	696	3.73%
<b>Total Expenditures</b>					
	<b>50,299</b>	<b>67,061</b>	<b>33.32%</b>	<b>69,581</b>	<b>3.76%</b>
<b>Other Financing Sources</b>					
Transfers In	-	-	-	-	-
<b>Total Transfer In</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfers Out	-	-	-	-	-
<b>Total Transfer Out</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Other Uses Of Funds</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Balance</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Change In Fund Balance</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Fund Balance</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## City of La Vista

### TIF 1D Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Precent Change	FY26 Recommended Budget	FY25 - FY26 Precent Change
<b>Revenue</b>					
Property Taxes	503,598	91,626	-81.81%	94,698	3.35%
<b>Total Revenues</b>					
	<b>503,598</b>	<b>91,626</b>	<b>-81.81%</b>	<b>94,698</b>	<b>3.35%</b>
<b>Expenditures</b>					
TIF Approved Expenses	498,562	90,710	-81.81%	93,751	3.35%
County Treasurer Fees	5,036	916	-81.81%	947	3.38%
<b>Total Expenditures</b>					
	<b>503,598</b>	<b>91,626</b>	<b>-81.81%</b>	<b>94,698</b>	<b>3.35%</b>
<b>Other Financing Sources</b>					
Transfers In	-	-	-	-	-
<b>Total Transfer In</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfers Out	-	-	-	-	-
<b>Total Transfer Out</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Other Uses Of Funds</b>					
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Beginning Fund Balance	-	-	-	-	-
Change In Fund Balance	-	-	-	-	-
<b>Ending Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## City of La Vista

### Qualified Sinking Fund Summary

	FY24 Adopted	FY25 Recommended Budget	FY24 - FY25 Percent Change	FY26 Recommended Budget	FY25 - FY26 Percent Change
<b>Revenue</b>					
Interest Revenue	3,625	25,504	603.56%	23,551	-7.66%
<b>Total Revenues</b>	<b>3,625</b>	<b>25,504</b>	<b>603.56%</b>	<b>23,551</b>	<b>0.00%</b>
<b>Expenditures</b>					
Capital Improvement	250,000	-	-100.00%	-	0.00%
<b>Total Expenditures</b>	<b>250,000</b>	<b>-</b>	<b>-100.00%</b>	<b>-</b>	<b>0.00%</b>
<b>Other Financing Sources</b>					
<b>Transfers In</b>					
General Fund	100,000	200,000		200,000	
Lottery Fund	150,000	-		-	
<b>Total Transfer In</b>	<b>250,000</b>	<b>200,000</b>		<b>200,000</b>	
<b>Transfers Out</b>					
(General Fund)	-	(270,000)		(350,000)	
(Capital Fund)	-	(100,000)		(100,000)	
<b>Total Transfer Out</b>	<b>-</b>	<b>(370,000)</b>		<b>(450,000)</b>	
<b>Total Other Uses Of Funds</b>	<b>250,000</b>	<b>(170,000)</b>		<b>(250,000)</b>	
<b>Beginning Fund Balance</b>	<b>781,797</b>	<b>1,825,115</b>		<b>1,680,619</b>	
<b>Change In Fund Balance</b>	<b>3,625</b>	<b>(144,496)</b>		<b>(226,449)</b>	
<b>Ending Fund Balance</b>	<b>785,422</b>	<b>1,680,619</b>		<b>1,454,170</b>	

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD BID – LA VISTA MUNICIPAL POOL DEMOLITION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to award a contract to Vixen Construction, LLC, Crescent, Iowa for the La Vista Municipal Pool Demolition project for removal of the pool and existing ancillary structures, utility service cutoffs, grading and erosion control items in the amount not to exceed \$96,700.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

Bids were publicly open on Friday, July 26, 2024, at 10:30 am in the City Council Chambers in reference for the above-mentioned project. The four (4) bids as received were as follows:

Vixen Construction, LLC.	- \$96,700.00
National Concrete Cutting, Inc.	- \$139,372.00
Lee Construction, Inc.	- \$161,375.50
Bid A Demo and Excavation LLC.	- \$165,027.20

Plans and Specifications for this project have been completed by Thompson, Dreessen & Dorner (TD2). The Engineer's Estimate for the proposed items of work is \$280,000. The low bid as received was 65% below the Engineer's Estimate, however, a review of all bids as received suggests the bids are nearly the same order of magnitude and therefore a higher confidence interval can be put on the bidding market vs. Engineer's Estimate. After scrupulous review of the bid items and review of the references of the apparent low bidder, it is recommended that a contract be awarded to Vixen Construction, LLC.

Work is anticipated to begin after the end of the 2024 Pool Season, with completion in December of 2024.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO VIXEN CONSTRUCTION, LLC, CRESCENT, IOWA FOR THE LA VISTA MUNICIPAL POOL DEMOLITION PROJECT IN AN AMOUNT NOT TO EXCEED \$96,700.00.

WHEREAS, the City Council of the City of La Vista has determined that the demolition of the La Vista Municipal Pool is necessary; and

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

WHEREAS, bids were solicited, and four (4) bids were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to Vixen Construction, LLC, Crescent, Iowa for the La Vista Municipal Pool Demolition Project in an amount not to exceed \$96,700.00.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

Client: City of La Vista  
 Project: Municipal Pool Demolition  
 Location: La Vista City Council Chambers  
 Bid Date: 7/26/24, 10:30 am



Bid Quantities			Engineer's Estimate		Lee Construction		Vixen Construction		Big A Demo & Excavating, LLC		National Concrete Cutting, Inc.		
No.	Description	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization/Demobilization	1	L.S	\$ 45,000.00	\$ 45,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00
2	Install Silt Fence	420	L.F	\$ 2.00	\$ 840.00	\$ 5.00	\$ 2,100.00	\$ 5.00	\$ 2,100.00	\$ 4.00	\$ 1,680.00	\$ 3.50	\$ 1,470.00
3	Maintain Silt Fence	420	L.F	\$ 2.00	\$ 840.00	\$ 4.00	\$ 1,680.00	\$ 1.00	\$ 420.00	\$ 1.00	\$ 420.00	\$ 1.50	\$ 630.00
4	Remove Silt Fence	420	L.F	\$ 2.00	\$ 840.00	\$ 4.00	\$ 1,680.00	\$ 1.00	\$ 420.00	\$ 2.00	\$ 840.00	\$ 1.50	\$ 630.00
5	Install Construction Entrance	1	L.S	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
6	Maintain Construction Entrance	1	L.S	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
7	Remove Construction Entrance	1	L.S	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
8	Clearing and Grubbing Trees Over 18" to 27" Diameter	10	EA	\$ 800.00	\$ 8,000.00	\$ 500.00	\$ 5,000.00	\$ 300.00	\$ 3,000.00	\$ 400.00	\$ 4,000.00	\$ 600.00	\$ 6,000.00
9	Remove Manhole	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 4,000.00	\$ 4,000.00
10	Remove Area Inlet	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 200.00	\$ 200.00	\$ 4,000.00	\$ 4,000.00
11	Remove Fence (Chain Link)	900	L.F	\$ 10.00	\$ 9,000.00	\$ 4.00	\$ 3,600.00	\$ 4.00	\$ 3,600.00	\$ 2.00	\$ 1,800.00	\$ 5.00	\$ 4,500.00
12	Remove Pavement	1600	S.Y.	\$ 20.00	\$ 32,000.00	\$ 10.00	\$ 16,000.00	\$ 5.00	\$ 8,000.00	\$ 10.00	\$ 16,000.00	\$ 6.50	\$ 10,400.00
13	Remove Existing Pools	1	L.S	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 43,880.00	\$ 43,880.00	\$ 29,000.00	\$ 29,000.00
14	Remove Existing Light Pole and Footing	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 350.00	\$ 2,800.00	\$ 500.00	\$ 4,000.00	\$ 200.00	\$ 1,600.00	\$ 150.00	\$ 1,200.00
15	Remove Existing Utility Pole and Power Line	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ 500.00	\$ 1,000.00
16	Disconnect and Remove Existing Power Service	1	L.S	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 100.00	\$ 100.00
17	Remove Existing Post	4	EA	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 100.00	\$ 400.00	\$ 100.00	\$ 400.00
18	Remove Existing Building	1	L.S	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 33,691.00	\$ 33,691.00	\$ 15,000.00	\$ 15,000.00
19	Remove Existing Picnic Structure	1	L.S	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00
20	Remove Existing Umbrella Structure	2	EA	\$ 100.00	\$ 200.00	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 150.00	\$ 300.00	\$ 1.00	\$ 2.00
21	Excavation Haul-off (Sand)	70	C.Y.	\$ 30.00	\$ 2,100.00	\$ 25.00	\$ 1,750.00	\$ 10.00	\$ 700.00	\$ 25.00	\$ 1,750.00	\$ 20.00	\$ 1,400.00
22	Embankment - Borrow (Haul In)	1280	C.Y.	\$ 20.00	\$ 25,600.00	\$ 18.00	\$ 23,040.00	\$ 9.00	\$ 11,520.00	\$ 20.00	\$ 25,600.00	\$ 15.00	\$ 19,200.00
23	Construct PCC Curb Ramp	90	S.F.	\$ 35.00	\$ 3,150.00	\$ 17.00	\$ 1,530.00	\$ 35.00	\$ 3,150.00	\$ 18.53	\$ 1,667.70	\$ 20.00	\$ 1,800.00
24	Construct Detectable Warning Panel	20	S.F.	\$ 50.00	\$ 1,000.00	\$ 25.00	\$ 500.00	\$ 24.00	\$ 480.00	\$ 83.35	\$ 1,667.00	\$ 50.00	\$ 1,000.00
25	Place Topsoil - Borrow (Haul In)	350	C.Y.	\$ 20.00	\$ 7,000.00	\$ 35.00	\$ 12,250.00	\$ 15.00	\$ 5,250.00	\$ 35.50	\$ 12,425.00	\$ 25.00	\$ 8,750.00
26	Install Rolled Erosion Control, Type I with Seeding - Type A	4430	S.Y.	\$ 2.00	\$ 8,860.00	\$ 1.85	\$ 8,195.50	\$ 2.00	\$ 8,860.00	\$ 1.95	\$ 8,638.50	\$ 3.00	\$ 13,290.00
27	Remove Existing Private Storm and Sanitary Sewer Service Piping	1	L.S	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
28	Construct Pipe Plug	2	EA	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 50.00	\$ 100.00	\$ 500.00	\$ 1,000.00
29	Construct 9" Combination Curb and Gutter	60	L.F	\$ 50.00	\$ 3,000.00	\$ 50.00	\$ 3,000.00	\$ 70.00	\$ 4,200.00	\$ 27.80	\$ 1,668.00	\$ 60.00	\$ 3,600.00
SUBTOTAL					\$ 252,230.00								
CONTINGENCY (10%)					\$ 27,770.00								
TOTAL BID:					\$ 280,000.00	\$ 161,375.50	\$ 96,700.00			\$ 165,027.20	\$ 139,372.00		

\* Adjusted Total Bid as tabulated by the City of La Vista

\* Adjusted total bid as tabulated by the City of La Vista

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD BID – SURFACE PARKING LOT LOT 12 LA VISTA CITY CENTRE REPLAT 3	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to award a contract to Mackie Construction, Omaha, Nebraska, for the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three in an amount not to exceed \$458,438.55.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

On July 2, 2024, the City Council approved a resolution authorizing the advertisement for bids for the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three. The plans and specifications for this project have been completed by DLR Group. Bids were taken on July 26, 2024 to which two (2) bids were received. A third bid was provided but was immediately disqualified as it lacked the required bid bond and formal Proposal submittal for the project. The following bids were received:

- HD Utilities and Grading      \$574,649.50
- Mackie Construction      \$458,438.55

The low bid received was from Mackie Construction, Omaha, Nebraska with a base bid of \$458,438.55. This bid was 1.37% higher than the engineer's estimate of \$452,242.56. Staff concludes that said bid is the lowest responsive bid and should be awarded.

Work is anticipated to begin in September of 2024 with completion in mid-October of 2024.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO MACKIE CONSTRUCTION, OMAHA, NEBRASKA FOR THE CONSTRUCTION OF A SURFACE PARKING LOT ON LOT 12 LA VISTA CITY CENTRE REPLAT THREE IN AN AMOUNT NOT TO EXCEED \$458,438.55.

WHEREAS, the City Council of the City of La Vista has determined that the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three is necessary; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to Mackie Construction, Omaha, Nebraska for the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three in an amount not to exceed \$458,438.55.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

Client: City of La Vista  
 Project: Lot 12 Parking Lot  
 Location: La Vista City Council Chambers  
 Bid Date: 7/26/2024



Bid Quantities			Engineer's Estimate		HD Utilities and Grading, LLC		Mackie Construction		Contractor C		
No.	Description	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Install SWPP Notification Sign	1	EA	\$ 250.00	\$ 250.00	\$ 750.00	\$ 750.00	\$ 354.90	\$ 354.90		\$ -
2	Install Silt Fence	236	L.F.	\$ 3.50	\$ 826.00	\$ 4.00	\$ 944.00	\$ 4.69	\$ 1,106.84		\$ -
3	Install Area Inlet Protection	1	EA	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 216.69	\$ 216.69		\$ -
4	Install Curb Inlet Protection	3	EA	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 234.26	\$ 702.78		\$ -
5	Install Construction Entrance	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 1,800.00	\$ 1,800.00	\$ 878.45	\$ 878.45		\$ -
6	Install Wattle	225	L.F.	\$ 2.50	\$ 562.50	\$ 3.00	\$ 675.00	\$ 3.41	\$ 767.25		\$ -
7	Install Concrete Washout	1	EA	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 591.50	\$ 591.50		\$ -
8	SWPPP Maintenance Allowance	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,815.48	\$ 1,815.48		\$ -
9	Clearing & Grubbing - General	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 9,325.00	\$ 9,325.00	\$ 4,996.77	\$ 4,996.77		\$ -
10	Remove 15" to 18" Sewer Pipe	32	L.F.	\$ 30.00	\$ 960.00	\$ 35.00	\$ 1,120.00	\$ 72.83	\$ 2,330.56		\$ -
11	Remove 6" Pavement	1750	S.Y.	\$ 13.00	\$ 22,750.00	\$ 8.00	\$ 14,000.00	\$ 9.53	\$ 16,677.50		\$ -
12	Remove Sidewalk	495	S.F.	\$ 2.50	\$ 1,237.50	\$ 1.50	\$ 742.50	\$ 1.13	\$ 559.35		\$ -
13	Remove gravel surfacing, 8" Thick	102	C.Y.	\$ 10.00	\$ 1,020.00	\$ 20.00	\$ 2,040.00	\$ 15.69	\$ 1,600.38		\$ -
14	Remove Telephone Pedestal	1	EA	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 76.14	\$ 76.14		\$ -
15	Remove UG CATV or Telephone Cable	233	L.F.	\$ 3.00	\$ 699.00	\$ 4.00	\$ 932.00	\$ 2.35	\$ 547.55		\$ -
16	Install Perimeter Construciton Fencing	970	L.F.	\$ 6.00	\$ 5,820.00	\$ 5.00	\$ 4,850.00	\$ 9.65	\$ 9,360.50		\$ -
17	Install Construction Fencing Vehicular Access Gate	1	L.S.	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 761.33	\$ 761.33		\$ -
18	Excavation On-Site	100	C.Y.	\$ 5.00	\$ 500.00	\$ 12.00	\$ 1,200.00	\$ 16.59	\$ 1,659.00		\$ -
19	Excavation Haul-Off	3800	C.Y.	\$ 8.00	\$ 30,400.00	\$ 22.00	\$ 83,600.00	\$ 16.59	\$ 63,042.00		\$ -
20	Subgrade Preparation @ Pavement	3570	S.Y.	\$ 3.00	\$ 10,710.00	\$ 3.50	\$ 12,495.00	\$ 1.64	\$ 5,854.80		\$ -
21	Subgrade Preparation @ Sidewalk	385	S.Y.	\$ 2.50	\$ 962.50	\$ 3.50	\$ 1,347.50	\$ 3.75	\$ 1,443.75		\$ -
22	Construct 5" Concrete Pavement (Type OPW 4000)	3091	S.Y.	\$ 45.00	\$ 139,095.00	\$ 72.00	\$ 222,552.00	\$ 49.28	\$ 152,324.48		\$ -
23	Construct 7" Concrete Pavement (Type OPW 4000)	479	S.Y.	\$ 63.00	\$ 30,177.00	\$ 78.00	\$ 37,362.00	\$ 72.30	\$ 34,631.70		\$ -
24	Construct 9" Combination Curb and Gutter	100	L.F.	\$ 22.00	\$ 2,200.00	\$ 25.00	\$ 2,500.00	\$ 34.15	\$ 3,415.00		\$ -
25	Construct 4" PCC Sidewalk	3365	S.F.	\$ 7.00	\$ 23,555.00	\$ 7.00	\$ 23,555.00	\$ 6.88	\$ 23,151.20		\$ -
26	Construct 6" High Thickened Edge Curb @ Sidewalk	197	L.F.	\$ 10.00	\$ 1,970.00	\$ 12.00	\$ 2,364.00	\$ 21.64	\$ 4,263.08		\$ -
27	Construct 0" High Thickened Edge Curb @ Sidewalk	29	L.F.	\$ 10.00	\$ 290.00	\$ 12.00	\$ 348.00	\$ 5.92	\$ 171.68		\$ -
28	Construct PCC Curb Ramp	85	S.F.	\$ 15.00	\$ 1,275.00	\$ 15.00	\$ 1,275.00	\$ 11.19	\$ 951.15		\$ -

29	Construct Detectable Warning Panel	16	S.F.	\$ 30.00	\$ 480.00	\$ 42.00	\$ 672.00	\$ 41.04	\$ 656.64		\$ -
30	Construct Curb Inlet - Type 1	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 6,200.00	\$ 6,200.00	\$ 8,549.40	\$ 8,549.40		\$ -
31	Connect Existing 18" SD line to New Curb Inlet	1	L.S.	\$ 250.00	\$ 250.00	\$ 2,500.00	\$ 2,500.00	\$ 5,785.49	\$ 5,785.49		\$ -
32	Adjust Storm Sewer Manhole to Grade	1	E.A.	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 585.64	\$ 585.64		\$ -
33	Remove Topsoil	4450	S.Y.	\$ 1.50	\$ 6,675.00	\$ 3.00	\$ 13,350.00	\$ 2.02	\$ 8,989.00		\$ -
34	Place Topsoil	2340	S.Y.	\$ 2.50	\$ 5,850.00	\$ 3.00	\$ 7,020.00	\$ 2.64	\$ 6,177.60		\$ -
35	Topsoil Test	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 234.26	\$ 234.26		\$ -
36	Amend Topsoil	2340	S.Y.	\$ 2.00	\$ 4,680.00	\$ 5.00	\$ 11,700.00	\$ 9.61	\$ 22,487.40		\$ -
37	Install Seeding - Type A	1750	S.Y.	\$ 0.50	\$ 875.00	\$ 2.10	\$ 3,675.00	\$ 1.06	\$ 1,855.00		\$ -
38	Install Mulching	1750	S.Y.	\$ 1.00	\$ 1,750.00	\$ 3.50	\$ 6,125.00	\$ 0.68	\$ 1,190.00		\$ -
39	Install Rolled Erosion Control, Type II w/ Seeding - Type A	590	S.Y.	\$ 3.25	\$ 1,917.50	\$ 2.25	\$ 1,327.50	\$ 2.29	\$ 1,351.10		\$ -
40	Construct Steel Guard Post w/Eye Bolts	2	EA	\$ 750.00	\$ 1,500.00	\$ 1,250.00	\$ 2,500.00	\$ 917.11	\$ 1,834.22		\$ -
41	Remove Marking Lines	360	L.F.	\$ 3.00	\$ 1,080.00	\$ 5.00	\$ 1,800.00	\$ 3.52	\$ 1,267.20		\$ -
42	Permanenet Paint Marking - 4" White	2425	L.F.	\$ 4.00	\$ 9,700.00	\$ 2.65	\$ 6,426.25	\$ 0.71	\$ 1,721.75		\$ -
43	Permanenet Preformed Tape Marking - Type 3, 4" White	190	L.F.	\$ 6.75	\$ 1,282.50	\$ 6.00	\$ 1,140.00	\$ 5.86	\$ 1,113.40		\$ -
44	Permanent Preformed Tape Marking - Type 3, 12" White	13	L.F.	\$ 17.50	\$ 227.50	\$ 30.00	\$ 390.00	\$ 35.14	\$ 456.82		\$ -
45	Permanent Preformed Tape Marking - Type 3, 24" White	40	L.F.	\$ 35.00	\$ 1,400.00	\$ 45.00	\$ 1,800.00	\$ 58.57	\$ 2,342.80		\$ -
46	Permanent Preformed Tape Symbol - Type "ONLY", White	1	EA	\$ 675.00	\$ 675.00	\$ 750.00	\$ 750.00	\$ 468.51	\$ 468.51		\$ -
47	Permanent Preformed Tape Symbol - Type Directional Arrow, White	2	EA	\$ 675.00	\$ 1,350.00	\$ 525.00	\$ 1,050.00	\$ 819.90	\$ 1,639.80		\$ -
48	Install Traffic Signage and Decorative Posts	2	EA	\$ 850.00	\$ 1,700.00	\$ 485.00	\$ 970.00	\$ 1,387.97	\$ 2,775.94		\$ -
49	Remove Existing Sign and Install New Sign at Existing Decorative Post	1	EA	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 242.05	\$ 242.05		\$ -
50	Install ADA Signage and Posts	3	EA	\$ 250.00	\$ 750.00	\$ 215.00	\$ 645.00	\$ 304.54	\$ 913.62		\$ -
51	Install Concrete Wheel Stop	3	EA	\$ 100.00	\$ 300.00	\$ 185.00	\$ 555.00	\$ 206.15	\$ 618.45		\$ -
52	Install Parking Lot Light Pole, Single Fixture and Base	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,337.18	\$ 7,337.18		\$ -
53	Install Parking Lot Light Pole, Double Fixture and Base	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 9,675.00	\$ 19,350.00	\$ 8,875.42	\$ 17,750.84		\$ -
54	Provide 1" Schedule 80 PVC Conduit, Directional Bore and Light Fixture #10S Circuiting	135	L.F.	\$ 50.00	\$ 6,750.00	\$ 23.25	\$ 3,138.75	\$ 21.35	\$ 2,882.25		\$ -
55	Provide 1" Schedule 80 PVC Conduit, Direct Bury and Light Fixture #10S Circuiting	260	L.F.	\$ 15.00	\$ 3,900.00	\$ 18.80	\$ 4,888.00	\$ 20.42	\$ 5,309.20		\$ -

## BID TABULATION

56	Provide Temporary Traffic Control, Barricades & Signage	1	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,072.53	\$ 4,072.53		\$ -
57	Mobilization / Demobilization	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00	\$ 13,578.65	\$ 13,578.65		\$ -
	SUBTOTAL:			\$ 391,552.00							
	CONTINGENCY (5%)			\$ 19,577.60							
	CONTRACTOR OH&P(10%)			\$ 41,112.96							
	TOTAL BID:			\$ 452,242.56	\$ 574,649.50	\$ 458,438.55		\$ -			

\* Total Bid as tabulated by the  
City of La Vista

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – SURFACE PARKING LOT – LOT 12 LA VISTA CITY CENTRE REPLAT THREE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a Professional Services Agreement with DLR Group, Inc. (DLR) to provide certain construction administration services in relation to the surface parking lot construction project on Lot 12 La Vista City Centre Replat Three in an amount not to exceed \$50,590.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The surface parking lot construction project on Lot 12 La Vista City Centre Replat Three requires certain Owner-provided construction administration tasks for the project. This includes the review of contractor submittals, contractor requests for information or interpretation (RFI), and onsite observation and inspection. DLR conducted the development of the construction documents, the project and also offers construction administration services. This agreement with DLR will allow for the engineering consultant who developed the construction documents to provide the project oversight needed.

A copy of the agreement is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP, INC., OMAHA, NEBRASKA FOR CERTAIN CONSTRUCTION ADMINISTRATION SERVICES IN RELATION TO THE CONSTRUCTION OF A SURFACE PARKING LOT ON LOT 12 LA VISTA CITY CENTRE REPLAT THREE IN AN AMOUNT NOT TO EXCEED \$50,590.

WHEREAS, the Mayor and City of La Vista has determined that the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three is necessary; and

WHEREAS, on April 16, 2024 City Council approved an amendment to an agreement with DLR Group, Inc. to provide design services in relation to the design of the surface parking lot; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve the professional services agreement with DLR Group, Inc., Omaha, Nebraska to provide certain construction administration services in relation to the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three in an amount not to exceed \$50,590 subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



**DLR Group inc.**  
a Nebraska corporation

6457 Frances Street, Suite 200  
Omaha, NE 68106

August 5, 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 – CA Services Proposal

Dear Mr. Solberg:

We are excited to begin the next phase of this project including the construction of the temporary parking lot on Lot 12, located west of The Astro within La Vista City Centre. Our last amendment to the original agreement covered the design phases of the project through bidding/negotiations for Lot 12 Surface Parking Lot. Construction Phase services were not originally included because we did not know the schedule or extent of services needed. We now understand the schedule and scope of services needed. Please consider this letter as our Proposal for Construction Phase Services for the Lot 12 Surface Parking Lot project.

## 1 | Summary of Services

DLR Group, including a sub-consultant (TD2) for surveying, soils testing and inspections, and materials testing, will provide Construction Phase services as defined in Section 3.6 of our Agreement, AIA B103-2017 dated November 16, 2016, for Parking Garage 2. In summary, we will provide Construction Phase services that include the following:

1. Coordinate with Owner's Counsel as they prepare the Construction Contract with the successful bidder.
2. Maintain an As-Designed Record Set (the Contractor is responsible for the As-Built Record Set).
3. Include up to two reviews of each submittal and shop drawing.
4. Respond to Contractor's RFIs (Request for Information).
5. Review and provide certification of the Contractor's Payment Applications.
6. Review Warranty documentation and Operations and Maintenance Manuals (if applicable) prepared by the Contractor.
7. Review Contractor's punchlist and walk-through of the project at Substantial Completion.
8. Site Visits and attendance at up to five (5) OAC meetings:
  - a. DLR Group will attend an OAC meeting up to every other week for the duration of the project and perform a site visit and project progress report at that time. During the site visit, DLR Group will review that the work completed is consistent with the Contractor's request on the payment application prior to certification.

ELEVATE *the*  
HUMAN EXPERIENCE  
THROUGH DESIGN

9. Construction Surveying and Staking will be provided by TD2, as a reimbursable consultant, and will include establishment of base lines for locating the principal components of the work, along with a suitable number of reference stakes needed to determine locations and elevations of inlets, utility lines, pavement, sidewalks, and curb ramps.
  - a. Includes labor, materials, and equipment to complete surveying and staking.
  - b. Stake Light Poles and storm sewer inlet location for construction.
  - c. Stake Paving with a stake every 50 feet along the tangents, and every 25 feet in the curves.
  - d. Offsets to be determined in the field by the site superintendent
10. Special Inspections and Materials Testing will be provided by TD2 as a reimbursable consultant and will include the following:
  - a. Fill and Backfill Placement Inspection and Testing Services:
    - i. Obtain samples of structural fill for laboratory testing.
    - ii. Perform Standard Proctors and Atterberg tests to classify and determine physical properties of the proposed fill materials.
    - iii. Observe the exposed subgrade within the construction limits and document where (if any) unsuitable soils have been removed and identify unstable areas that require additional excavation prior to fill placement.
    - iv. Observe and perform compaction testing of structural fill placement.
    - v. Pavement Subgrade testing: up to four (4) site visits anticipated.
    - vi. Utility Backfill and testing: up to four (4) site visits during backfill or utilities.
  - b. Concrete Pavement Inspection and Materials Testing Services:
    - i. Observe of concrete placement
    - ii. Perform field tests, including slump, air entrainment and temperature on concrete samples at time of delivery to the site.
    - iii. Cast cylinders and test for compressive strength.
    - iv. 1 set of 4 (4" x 8") compressive strength cylinders anticipated.
11. SWPPP Inspections will be provided by the Sub-consultant and will include required SWPPP inspections per the NDEE and PCWP inspection requirements for the anticipated schedule noted within this letter.

## 2 | Project Team

Primary Construction Administration: DLR Group  
6457 Frances St., Suite 200  
Omaha, NE 68106  
Contact: Lana Bayless, [lbayless@dlrgroup.com](mailto:lbayless@dlrgroup.com)  
Phone: (402) 972-4040

Construction Staking & Surveying:  
(DLR Group Sub-consultant)  
TD2  
10836 Old Mill Road  
Omaha, NE 68154  
Contact: Brian Morgan, [bmorgan@td2co.com](mailto:bmorgan@td2co.com)  
Phone: (402) 330-8860

Special Inspections, Materials  
Testing, and SWPPP Inspections:  
(DLR Group Sub-consultant)  
TD2  
10836 Old Mill Road  
Omaha, NE 68154  
Contact: Brad Huyck, [bhuyck@t2dco.com](mailto:bhuyck@t2dco.com)  
Phone: (402) 330-8860

### 3 | Schedule

We anticipate that our Construction Phase services will be for 3 months, beginning August 12, 2024, and concluding November 1, 2024.

Bid Day:	July 26, 2024.
City Council Approval of Bids:	August 6, 2024
Anticipated Notice to Proceed:	August 12, 2024
Substantial Completion:	October 18, 2024
Close-Out Documentation:	November 1, 2024

### 4 | Professional Services Fees and Expenses

For the Construction Phase services defined here in, DLR Group proposes a lump sum fixed fee of **Twenty-Seven Thousand and Ninety Dollars (\$27,090.00)**.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

### 5 | Reimbursable Expenses:

In addition to the Lump Sum Construction Services Fee noted above, DLR Group proposes a not to exceed reimbursables amount of **Twenty Three Thousand Five Hundred Dollars (\$23,500)** to cover DLR Group reimbursable expenses, and sub-consultant expenses to TD2, who will provide Construction Staking and Surveying, Special Inspections and Materials Testing, and SWPPP Inspection services:

DLR Group reimbursable expenses will be invoiced based upon the expenses incurred plus 10%, at the Rates defined in Exhibit A, Prevailing Reimbursable Expenses.

Reimbursable costs for sub-consultant services are based on anticipated visits as defined in this letter and within TD2's Construction Services Unit Prices as shown on Exhibit C. Additional testing or site visits will be considered additional services performed at the Unit Prices noted on Exhibit C.

DLR Group will invoice the Owner for TD2's Construction Staking and Surveying, Special Inspections and Materials Testing, and SWPPP Testing as a Reimbursable Consultant at cost plus 10% for managing and coordination.

### 6 | Additional and Supplemental Services

In addition to those listed in the AIA B103 Agreement, any services not specifically provided for in the above scope, or that are beyond the assumptions listed below, will be considered additional services and can be performed at our current hourly rates or mutually agreed upon lump sum. Additional services will only be performed after receipt of written notice to proceed by Owner. Additional services that can be provided, but are not limited to, the following:

1. Conformed Drawings for Construction
2. Review of Submittals beyond the limitations of the Scope of Services
3. Review and response to Contractor requests for information beyond the limitations of the Scope of Services.

### 7 | Assumptions, Clarifications and Exclusions

1. Permitting fees are the responsibility of the Contractor.
2. All testing and code-required inspection services are the responsibility of the Owner or others, including any associated fees or costs.

3. DLR Group and their consultants will not supervise, direct, or control Contractor's work; will not have authority to stop the Work; are not responsible for the means, method, techniques, equipment choice, equipment use, schedules, or procedures of construction selected by the Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws.
4. DLR Group and their consultants do not guarantee the Contractor's performance and has no responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.
5. Additional staking beyond the initial reference points and benchmarks and/or any re-surveying required or requested by the Contractor is excluded.

## 8 | 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 16<sup>th</sup>, 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 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 – TD2 Hourly Rates

## 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.

**CONSTRUCTION TESTING SERVICES, UNIT PRICES**  
**LOT 12 CITY CENTER – PARKING LOT**  
**CITY CENTRE DRIVE AT SOUTH 84<sup>TH</sup> STREET**  
**LA VISTA, NEBRASKA**

DESCRIPTION	UNIT PRICE	UNIT ITEM	BILLING UNITS
			CMT Civil Site
			Estimate
<b>Engineering and Special Inspection</b>			
Principal Engineer	\$215.00	/hr	
Senior Professional Engineer	\$180.00	/hr	2.0
Staff Project Engineer	\$140.00	/hr	
Senior Construction Observer	\$110.00	/hr	5.0
Construction Observer	\$90.00	/hr	24.0
Special Inspector - Reinforced Concrete/Pre Cast Concrete	\$95.00	/hr	
Special Inspector - Structural Masonry	\$95.00	/hr	
Special Inspector - Structural Steel	\$100.00	/hr	
Special Inspector - Light Gauge/Wood Assemblies	\$100.00	/hr	
Clerical	\$75.00	/hr	2.0
<b>Soil Testing - Laboratory</b>			
Moisture Density Relationship (Standard Proctor), ASTM D1557	\$225.00	/each	1
Specific Gravity of Soils, ASTM D854	\$50.00	/each	1
Grain Size Analysis (hydrometer), ASTM D422	\$150.00	/each	
Sieve Analysis (gradation), ASTM C136	\$100.00	/each	
Atterberg Limits (multi-point method), ASTM D4318	\$100.00	/each	1
Laboratory Moisture content, ASTM D2216	\$25.00	/each	
Laboratory Density and Moisture content, ASTM 2937, D2216	\$30.00	/each	
<b>Soil Testing - Field</b>			
Grading Fill Compaction (with drill rig sampling)	\$235.00	/hr	
Nuclear Method, Field Soil Density Test, ASTM D6938	\$20.00	/each plus Observer Hourly Rate	20
<b>Portland Cement Concrete Testing – Field &amp; Laboratory</b>			
Cast Set of 4 Cylinders; furnish molds, slump test per ASTM C143, air content per ASTM C231 or ASTM C173, temperature per ASTM C1064, and cast per ASTM C31	\$25.00	/set plus Observer Hourly Rate	5
Cast Additional Specimens for Filed or Lab Cure Use	\$4.00	/cylinder	
Field Unit Weight of Concrete, ASTM C138	\$22.00	/each	
Compressive Strength of Cylinders, ASTM C39	\$18.00	/cylinder	20
Hold and Cure Compressive Strength Specimen (if not tested)	\$15.00	/specimen	

Core Sampling (w/ core rig)	\$95.00	/core	
Compressive Strength of Cores, ASTM C39 (includes trimming)	\$55.00	/core	4
Laboratory Measured Core Length, ASTM C174	\$15.00	/core	4
Laboratory Measured Cylinder Density, ASTM C567	\$25.00	/cylinder	
<b>Erosion Control (SWPPP) Inspection</b>			
Site inspection visit (includes mileage, reporting, and maintenance notification)	\$215.00	/ site visit	20
Site Signage (materials and installation)	\$200.00	/ea	1
Closure Application and Submission	\$150.00	/ea	1
<b>Trip Charge</b>			
Trip Charge (observer/inspector)	\$65.00	/trip	8
		Estimate Total	\$9,930.00

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – FINANCIAL AUDIT PREPARATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a Professional Services Agreement with BerganKDV for an audit in accordance with Governmental Auditing Standards and Federal Single Audit and provide the City Administrator or designee authority to negotiate a contract with BerganKDV in an amount not to exceed \$79,500.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for this agreement.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The professional services of BerganKDV are necessary to prepare the 2024 audit work papers and audit financial reports for an audit in accordance with Governmental Auditing Standards and Federal Single Audit.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BERGANKDV TO PROVIDE SERVICES ASSOCIATED WITH THE PREPARATION OF THE AUDIT WORK PAPERS IN AN AMOUNT NOT TO EXCEED \$79,500.00.

WHEREAS, the City Council of the City of La Vista has determined that assistance in preparation for the city's audit is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve a professional services agreement with BerganKDV to provide professional services associated with preparation for the city's audit.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

# Engagement Agreement

## GOVERNMENTAL AUDIT WITH FEDERAL SINGLE AUDIT

Sent via electronic mail.

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

Name	Address
City of La Vista	8116 Park View Boulevard La Vista, NE 68128-2198
Contact Name	Agreement Date
Kevin Pokorny	July 2, 2024
Contact Email	
kpokorny@cityoflavista.org	

## SUMMARY OF ENGAGEMENT TERMS

<b>Level of Service</b>
Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book) and Federal Single Audit
<b>Financial Statements</b>
Governmental activities, business-type activities, each major fund, the aggregate remaining fund information, and notes to the financial statements.
<b>Financial Reporting Framework</b>
Accounting principles generally accepted in the United States of America
<b>Reporting Period</b>
As of and for the year ended 'September 30, 2024
<b>Required Supplementary Information</b>
Management's discussion and analysis, Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual (Budget Basis) - General Fund, Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual (Budget Basis) - Keno Fund, Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual (Budget Basis) - Police Academy Fund

<b>Supplementary Information</b>	
<b>Combining and Individual Fund Financial Statements, Supplemental Schedules and Other Schedules</b>	No opinion or assurance
<b>Introductory Section and Statistical Section of the Annual Comprehensive Financial Report</b>	N/A
<b>Engagement Partner</b>	
Timothy M. Lens	
<b>Fees</b>	
Our fees for these services will follow our standard billing and collection policy, which includes fees for our professional services, technology and processing charges and out-of-pocket expenses. Our fees will be \$70,500 for the audit of the financial statements and \$8,500 for the federal single audit, if needed. Additional procedures required due to testing errors and assistance with your implementation of new accounting and regulatory standards will be billed separately, and will be based in part upon the time required at our standard hourly rates, plus out-of-pocket expenses.	
<b>Nonattest Services Performed by BerganKDV</b>	
Assistance with the preparation of the City's financial statements and other professional services as requested.	
<b>Nonattest Services Performed by Creative Planning*</b>	
Assistance with the preparation of the City's financial statements and other professional services as requested.	

\* Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV practice under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV is an independent, separately governed and licensed CPA firm that provides audit and attest services to its clients. Creative Planning provides wealth management, tax, business consulting, financial, and other professional services to its clients. Creative Planning is not a licensed CPA firm. See alternative practice structure below for additional details.

## AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is

required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The RSI as identified in the summary of engagement terms is required by GAAP and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information. We will read the other supplementary information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other supplementary information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- ◆ Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- ◆ Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

## **AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We will identify significant risks of material misstatement as part of our audit planning. Audit planning and plan modifications continue throughout the course of the audit, as such, identified risks will include those identified and communicated to you previously, including during the prior year, modified for additional significant risks identified and prior risks no longer considered significant. These significant risks and modifications will be communicated to you throughout the audit process. A complete summary of significant risks identified will be included in our communications letter, required communications to those charged with governance.

Our audit of the financial statements does not relieve you of your responsibilities.

## **AUDIT PROCEDURES - INTERNAL CONTROL**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

## AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS AND SINGLE AUDIT

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial

statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its

form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

## **OTHER MANAGEMENT RESPONSIBILITIES**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

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

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



of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

## ALTERNATIVE PRACTICE STRUCTURE

Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV operate under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV provides audit and attest services and is closely aligned with Creative Planning that provides other professional (nonattest) services. Pursuant to a services agreement with Creative Planning, BerganKDV leases professional and administrative staff, both of which are employed by Creative Planning, to support BerganKDV's performance of audit and attest engagements. The professional and administrative staff leased under the services agreement will be under the direct control and supervision of BerganKDV, which is solely responsible for the professional performance of audit and attest engagements.

As identified in the summary of engagement terms, Creative Planning, which is not a licensed CPA firm, may provide permitted nonattest services, which are not covered under this agreement. BerganKDV, Creative Planning, and its affiliates will share confidential client information with each other to assist in the performance of those services. Your acceptance and signing of this agreement are also your consent for BerganKDV, Creative Planning, and its affiliates to share your information to provide you those services.

## OTHER SERVICES

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These nonattest services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

BerganKDV and/or Creative Planning may provide other nonattest services, as identified in the summary of engagement terms. These services may not be fully covered under this agreement and may be billed separately under other agreements with you.

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

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could potentially impair our independence.

## INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, BerganKDV and Creative Planning will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the nonattest services, as identified in the summary of engagement terms, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonattest services provided by BerganKDV and Creative Planning. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

To ensure our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any BerganKDV and Creative Planning personnel.

## REPORTING

We will issue written reports upon completion of our Single Audit. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of

expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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

## **FEES**

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or disruptions in providing our services. If significant additional time is necessary, our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting or other regulatory standards, significant audit adjustments, internal control deficiencies or compliance findings, inaccurate accounting records, significant events or transactions resulting in expanded scope of work, unanticipated significant audit risks, staff turnover, or instances of fraud will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

## **AUDIT DOCUMENTATION**

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.



The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

## MANAGEMENT WRITTEN REPRESENTATIONS

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

## PEER REVIEW REPORT

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report can be downloaded from our website at [www.BerganKDV.com](http://www.BerganKDV.com) or will be provided in alternate formats upon request.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

The parties agree that this Engagement Letter/Agreement incorporates the **Professional Services Terms and Conditions** (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and BerganKDV. By signing this Engagement Letter/Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.

The undersigned represent and warrant they are authorized signers for their respective organizations.

Executed by BerganKDV:

*Timothy M. Lens*

Acknowledged and Accepted by:

Title:

Shareholder

Title:



## PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (the “Professional Services Terms and Conditions” or “T&C”) are made part of the Engagement Letter (the “Engagement Letter”) entered into by the individual or entity client identified therein (hereinafter “Client”) and the BerganKDV identified therein (hereinafter “Service Provider”) (collectively, the Professional Services Terms and Conditions and the Engagement Letter, the “Agreement”). In the event of a conflict between these Terms and Conditions and the Engagement Letter, these Terms and Conditions shall control, unless the Engagement Letter makes specific reference to the section of this Professional Services Agreement that it intends to supersede. All capitalized terms not defined herein shall have the meaning as defined in the Engagement Letter.

**1. Definitions.** In addition to the terms defined elsewhere in this Professional Services Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

**“Affiliate” or “Affiliates”** means any company, corporation, or limited liability company that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

**“Client Materials”** means any and all physical or electronic materials, information, data, dates, formulas, financial statements, records, Client’s Confidential Information, and any other information related to Client that Client provides to, or otherwise makes available to, Service Provider in the course of providing the Services to Client hereunder this Agreement.

**“Confidential Information”** shall collectively refer to: (1) all information or materials concerning any aspect of the business or affairs of the disclosing party that in any form, which is confidential, proprietary, or otherwise not generally available to the public, including without limitation the disclosing Party’s business or financial information and plans, documents, works in progress, work processes, trade secrets, customer information, and all other secret or confidential matter related to the disclosing Party’s business or projects and/or their Affiliates; and (2) any other information that disclosing Party designates as confidential, or which, under the circumstances of disclosure, the receiving Party reasonably knows should be treated as confidential.

**“Force Majeure Event”** means any event or circumstance beyond the control of a Party, including: (1) acts of God; (2) fire, flood, or explosion; (3) war, invasion, acts of terrorism, or other civil disorder; (4) national or regional emergency; (5) epidemics, outbreaks, pandemics (including, without limitation COVID-19); or (6) the operation of the Internet, interruption or failure of telecommunication or digital transmission links, and Internet slow-downs or failures.

**“Intellectual Property Rights”** means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

**“Party” and “Parties”** means either or both of the Service Provider and the Client.

**“Report”** means any physical or electronic document or output that Service Provider creates in providing the Services to Client, including but not limited to, reports, related work product, materials, presentations, and related communications (written or otherwise).

**“Representatives”** means a Party’s officers, directors, agents, advisors, employees and contractors.

**“Services”** means the work product and services to be provided by Service Provider pursuant to this Agreement and the Engagement Letter.

**“Service Provider Materials”** means: (1) any of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third-party code; (2) any modifications to Service Provider’s pre-existing software produced on behalf of Client; (3) works or materials created and developed by Service Provider prior to or independently of the Services; and (4) residual knowledge and know-how of general applicability resulting from performance of the Services.

**“Third-Party Software Provider”** means any third party that provides software, software as a service, or other platform or software related products and services that Service Provider engages to assist with the performance of the Services.

### 2. Services.

**2.1. Services and Additional Services.** The Services to be performed by Service Provider for Client are set forth in the Engagement Letter. If any time Client requests that Service Provider perform additional services outside the scope of the Services (“Additional Services”) and Service Provider agrees to perform the work but Service Provider and Client do not enter into a separate Engagement Letter setting forth the Additional Services, then Client agrees to pay Service

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses, the Additional Services will be subject to the terms and conditions of this Professional Services Agreement, and all references to the term "Services" in this Professional Services Agreement shall be construed to mean the Services and the Additional Services. Service Provider, in its sole professional judgment, reserves the right to refuse to perform any Services or take any action that could be construed as assuming Client's responsibilities as set forth herein.

**2.2. Third-Party Software Providers.** Client acknowledges and agrees that such Services may be performed by Service Provider, or any of its Affiliates, or Third-Party Software Providers. Client acknowledges and agrees that Service Provider may enter into contracts or licenses with such Third-Party Software Provider and Service Provider shall have the right to enter into, amend, terminate, or modify any such contract or license with any Third-Party Software Provider at any time in its sole discretion and without the consent of or notification to Client. If applicable to Client's Services, Client may need to agree to Third-Party Software Providers' terms and conditions or other contractual agreements in order to use Third-Party Software Providers' services.

**2.3. Quality Inputs.** Notwithstanding anything herein to the contrary, Client agrees and acknowledges that the quality of the Services and any Reports is reliant on the accuracy, reliability, availability, and validity of the Client Materials provided by Client to Service Provider and Service Provider makes no representation or warranty with respect to issues with the Services that result from or are based on issues with accuracy, reliability, availability or validity of the Client Materials. Client hereby agrees that it will immediately notify Service Provider when it becomes aware of issues with the accuracy, reliability, availability, and validity of the Client Materials provided to Service Provider and Client assumes all risk, loss, and damages that arise therefrom, including, but not limited to any costs associated with redoing the Services and any Reports.

### 3. Payment for Services.

**3.1. Service Fees and Payment Terms.** Client agrees to pay the fees for the Services as set forth in the Engagement Letter and in these Professional Services Terms & Conditions. Any amounts owed by Client hereunder will be invoiced monthly and all payments shall be due within thirty (30) days of Client's receipt of the applicable invoice, unless stated to the contrary in the Engagement Letter. Client may not offset, defer or deduct any invoiced amounts. If Client objects to any invoiced amount, Client must promptly notify Service Provider in writing (but in no event more than thirty (30) days of the invoice date) and provide a detailed summary of all objections. Client hereby waives any objections to any invoice if timely objections are not made. If Client objects to any invoice, Client shall promptly pay all undisputed amounts and work with Service Provider in good faith to attempt to resolve any disputes.

**3.2. Prepayments.** Service Provider shall have the right to require Client to prepay up to fifty percent (50%) of the anticipated fees for the Services prior to any Services being provided to Client. If Service Provider determines in its sole discretion that the total cost for providing the Services cannot be reasonably determined at the outset, then Service Provider shall have the right to require Client pay a prepayment to Service Provider in an amount reasonably determined by Service Provider prior to Service Provider providing the Services.

**3.3. Interest on Past Due Amounts.** If any invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of such invoice. For any amounts that are disputed in good faith, Client may still be liable for the interest if such amounts are later found to be rightfully due and owing. Alternatively, for any disputed amounts that are made in good faith, Client can pay such amounts into a mutually agreeable interest-bearing escrow account, in which case Client will not be obligated to pay such interest provided it cooperates in good faith with Service Provider to promptly resolve the dispute.

**3.4. Certain Remedies for Nonpayment.** If an undisputed invoice is not paid when due, Client shall pay Service Provider a service charge accruing from the due date in the amount of one and half percent (1.5%) per month or the highest lawful rate, whichever is less, on the unpaid balance of such invoice. If Client fails to pay to Service Provider, within ten (10) days after Service Provider makes written demand for any past-due amount payable under the Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may seek collection from Client of unpaid amounts due and shall be entitled to all of its attorneys' fees, costs of court and other costs of collection regardless if formal litigation is commenced. Service Provider is also entitled to accelerate and demand full payment of any future amounts due under the Engagement Letter. Service Provider may, in its sole discretion, decide to suspend Client's access to the Services, including any Services provided by a Third-Party Software Provider, until all past due amounts are paid in full. Any withholding of Services or support due to a failure by Client to pay amounts due does not relieve Client from its contractual obligation to pay for the Services during the time the Services and/or support are withheld. If Client makes full payment and restores its account to good standing and the Agreement has not otherwise been terminated, then Service Provider may resume Services. Notwithstanding any term to the contrary herein, Client acknowledges and

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

agrees that Services Provider shall not be liable for any damages that Client incurs resulting from Service Provider's suspension of Services until all amounts due are paid in full to Service Provider.

**3.5. Taxes.** All of Service Provider's invoiced amounts are exclusive of any taxes. Client is responsible for and shall pay all sales, use, excise, personal property or other taxes, whether federal, state or local, however designated, levied or imposed on any Services or invoiced amounts. Income, franchise or similar taxes related to Service Provider's earnings or business entity are Service Provider's responsibility.

### 4. Term of Agreement.

**4.1. Term and Termination.** The term of this Agreement shall commence on the Effective Date of the Engagement Letter and shall continue until terminated as provided herein. This Agreement may be terminated pursuant to the following: (1) either Party may terminate the Agreement for convenience by giving the other Party ninety (90) days' prior written notice; or (2) either party may terminate this Agreement "for cause" if the other party is in breach of any material term of this Agreement and does not cure the breach within thirty (30) days after receipt of the written notice of the alleged breach. Should such termination occur while Client still has Services remaining on any applicable agreement, except in situations where Client has terminated this Agreement for cause, then all of those amounts due presently and during the remainder of the Services term shall be immediately due and payable upon the effective termination of this Agreement.

**4.2. Enforceability Post-Termination; Survival.** Upon the termination of this Agreement, Service Provider has no further responsibility to provide Services. Client's obligation to pay Service Provider shall survive termination until all amounts due and owing to Service Provider are fully paid and Client shall be obligated to pay Service Provider for any fees or expense on a proportional basis for Services performed up to and including the Effective Date. Any provisions of this Agreement that by their terms require performance or have application to events following termination shall survive and remain in full force and effect.

**4.3. Procedures Upon Termination.** Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms. Both parties shall return any and all Confidential Information, reports, materials, or other service-related items as required by this Agreement in a timely manner. Both Parties are not obligated to delete data that is solely on their backup systems, provided that should the backup system's data that includes Confidential Information be restored to the primary system where the data is more readily accessible, then the Parties will at that time have the obligation to delete the Confidential Information.

### 5. Confidentiality, Certain Restrictive Covenants, and Intellectual Property.

**5.1. Confidentiality Obligations.** The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information and protect such Confidential Information with the same degree of care that it applies to the receiving Party's own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. The disclosing Party's Confidential Information shall be used by the receiving Party solely for the purpose of rendering or obtaining Services (as applicable) pursuant to this Agreement and, except as permitted herein, shall not be disclosed to any third party without the prior consent of the disclosing Party. Notwithstanding the foregoing, Client acknowledges that Service Provider may share Client's Confidential Information with those of its Representatives, Affiliates and any Third-Party Software Providers that have a need to know in order to assist with the performance of the Services and who agree to maintain the Client's Confidential Information on the same or similar terms as set forth herein. Client acknowledges that it may be asked by certain Third-Party Software Providers to consent to the sharing of Client's Confidential Information in connection with the Services, and Client agrees to consent to such requests from Third-Party Software Providers. This Agreement shall be deemed Confidential Information.

**5.2. Exceptions.** The restrictions on Confidential Information in this Section 5 shall not apply to information: (1) generally available to the public through no act or omission of the receiving Party, its Representatives, or its Affiliates; (2) independently developed or acquired by the receiving Party without use or reference to the disclosing Party's Confidential Information; (3) approved for release in writing by the disclosing Party; (4) that is received without restriction from another person or organizations lawfully in possession of such information and entitled to provide such information to the receiving Party; or (5) information that was rightfully in the possession of the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party. Additionally, either Party may use or disclose the other Party's Confidential Information if required by any request or order of any applicable government or regulatory authority, or otherwise as required by applicable law. Before disclosing the disclosing Party's Confidential Information for such purpose, the receiving Party must provide prompt written notice to the disclosing Party of the circumstances requiring disclosure of such Confidential Information, and the Parties shall cooperate with each other, at the disclosing Party's expense, to obtain protection for the confidentiality thereof to the extent available, to contest

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

and avoid such disclosure, to obtain any other appropriate remedy, or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of Confidential Information which is legally required.

**5.3. HIPAA.** Notwithstanding anything herein to the contrary, to the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") applies to Client, Client acknowledges and agrees that: (1) Client retains all responsibility for being compliant with the applicable provisions of HIPAA that may apply to the Client Materials provided by Client pursuant to the Services; and (2) Service Provider makes no representation or warranty herein regarding its compliance with any applicable HIPAA laws and regulations in connection with the Services.

### 6. Warranties.

**6.1. Representations and Warranties.** Each Party represents, warrants and covenants to the other that: (1) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (2) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound; and (3) it shall comply with all material laws, rules and regulations applicable to its activities in connection with this Agreement. Client further represents, warrants, and covenants that: (1) the Client Materials are original to Client or Client has obtained the necessary rights to provide the Client Materials to Service Provider and use the Client Materials in connection with the Services; and (2) the Client Materials as provided to Service Provider are accurate, reliable, availability, and valid for the performance of the Services.

**6.2. Third-Party Software Provider Warranty Disclaimers.** Notwithstanding anything herein to the contrary, Service Provider makes no warranties, express or implied, or guarantees regarding the Third-Party Software Providers services and in no event shall Service Provider be liable to Client for the failure of any Third-Party Software Provider to perform any part of the Services. In the event of an issue or failure in the Services that is performed by a Third-Party Software Provider: (1) the Parties will work together, each at their own cost and expense, to attempt to reach a reasonable solution for the Parties (to the extent one is available); and (2) if Client desires to pursue a claim against the Third-Party Software Provider in a court of law, provided that such claim has a reasonable possibility of success in the opinion of Service Provider but Service Provider does not desire to participate in such claim, then Client will be permitted to seek such a claim in a court of law at its own cost and expense, and to the extent possible, Service Provider will assign any rights it may have with respect to the Third-Party Software Provider related to the claim.

**6.3. All Obligations Set Forth in This Agreement; Limitation.** SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS AND/OR SERVICE UNAVAILABILITY OF ANY KIND, REGARDLESS OF CAUSE, EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST SERVICE PROVIDER FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM AVAILABILITY OF THE SERVICES, USE OF THE SERVICES OR FROM ANY LOSS OR CORRUPTION OF CLIENT MATERIALS SOFTWARE, OR HARDWARE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

**6.4. OTHER WARRANTY DISCLAIMERS.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES ON THE SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR OF ANY RESULTS TO BE ACHIEVED. UNLESS NOTED EXPLICITLY OTHERWISE HEREIN, ALL SERVICES ARE PROVIDED AS-IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, ANY SERVICES THAT ARE CONTINGENT ON OR PROVIDED BY A THIRD-PARTY SOFTWARE PROVIDER CARRY NO WARRANTY OF ANY KIND BY SERVICE PROVIDER. CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH THIRD-PARTY SOFTWARE PROVIDER FOR ANY AND ALL LIABILITY. THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

### 7. Limitation of Liability and Indemnification.

**7.1. LIMITATION ON DAMAGES.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE MAXIMUM AGGREGATE AMOUNT THAT CLIENT CAN COLLECT FROM SERVICE PROVIDER OR ITS AFFILIATES FOR ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE UNDER THE LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID FOR THE SPECIFIC SERVICE AT ISSUE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT OVER THE PAST TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE.

**7.2. WAIVER OF CERTAIN DAMAGES.** UNLESS SPECIFIED EXPLICITLY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER ARISING IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS PARAGRAPH IS ENTITLED TO LIMIT OR WAIVE THE AMOUNTS DUE FROM CLIENT TO SERVICE PROVIDER.

**7.3. MUTUAL INDEMNIFICATION.** Each Party ("**Indemnifying Party**") will defend, indemnify, and hold harmless the other Party and its Affiliates, and any of their Representatives ("**Indemnified Party**"), from and against any and all losses, claims, actions, proceedings, and suits, and all related liabilities, damages, judgements, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other actual litigation related expenses) (collectively "**Losses**") incurred by the Indemnified Party, arising out of or relating to: (1) any breach or alleged breach of the Indemnifying Party's representations and warranties; (2) any damage or loss caused by negligence, fraud, dishonesty, or willful misconduct by the Indemnifying Party or any of its Representatives; (3) unauthorized disclosure of confidential information by the Indemnifying Party; (4) claims against the indemnified party by a third party for infringement upon Intellectual Property Rights; and (5) any other violation of this Agreement by the Indemnifying Party. Notwithstanding anything to the contrary contained in this Agreement, in no event will the Indemnifying Party be liable for any amount attributable to the Indemnified Party's gross negligence, willful misconduct, or breach of this Agreement.

### 8. Miscellaneous.

**8.1. Non-solicitation of Employees.** During the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason, Client shall not, directly or indirectly, hire, offer to hire, entice away, solicit, or in any other way persuade or attempt to persuade any Representative to discontinue their relationship with Service Provider. If Client violates this provision, Client shall pay Service Provider an amount equal to the Representatives total annualized compensation, including wages, bonuses and the cost of all benefits, if any, that Service Provider paid or was payable to the Representative during the one (1) year period prior to Client soliciting the Representative as well as the forecasted or actual total annualized compensation that Client will pay or did pay to Representative after the solicitation occurred.

**8.2. Notification.** All notices, requests, demands and other communications which are required or may be given under the Agreement will be in writing and will be deemed to have been duly given, or otherwise properly received: (1) when actually received if personally delivered; (2) when transmitted by confirmed facsimile, electronic or digital transmission method; (3) the day after it is sent, if sent for next day delivery to a domestic United States address by recognized overnight delivery service (e.g., Federal Express); and (4) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent pursuant to the addresses and notice information for each Party set forth in the Engagement Letter, provided, however, that any Party may change such Party's notice information by written notice to the other Party in the manner set forth above.

**8.3. Force Majeure.** Except for any payment obligations, which shall remain due and payable in accordance with the provisions of this Agreement, either Party shall be excused from delays in performing, or from its failure to perform, its obligations pursuant to this Agreement if such delays or failures result from a Force Majeure Event. In order to be excused from delay or failure to perform due to a Force Majeure Event, a Party must provide prompt written notice to the other Party reasonably identifying the Force Majeure Event and use commercially reasonable efforts to resume performance to the extent possible. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement. Notwithstanding any term to the contrary herein this Agreement, Client's sole and exclusive remedy for any such termination shall be a refund of the pro-rata portion of any pre-paid Service fees.

**8.4. No Agency.** Service Provider is acting solely as an independent contractor in rendering Services under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect. Service Provider is neither the employer nor an employee of Client.

**8.5. Assignment.** This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

**8.6. Waiver.** No waiver or breach of any provision of this Agreement shall be effective unless made in writing nor shall such waiver or breach operate as, or be construed to be, a continuing waiver of such provision or breach.

**8.7. Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of law provisions. Subject to the alternative dispute resolution process described in section 8.8, any disputes between the Parties in connection with this Agreement shall be exclusively brought only in a court of competent jurisdiction located in either: (1) the county in which the Service Provider's office sits that is providing the majority of the Services to the Client under this Agreement; or (2) if subsection (1) is inapplicable for any reason, then in Johnson County, in the State of Kansas. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

**8.8. Alternative Dispute Resolution – Mediation & Arbitration.** If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt to settle the dispute by mediation that will be administered by a neutral party, using mediation procedures, both of which have been agreed upon by both Parties before resorting to arbitration. Where mediation fails to produce a binding resolution between the Parties, any continued dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual final and binding arbitration in the proper location determined by section 8.7 of these Terms. Except as otherwise provided in this section or mutually agreed upon by the Parties, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. All aspects of the mediation and arbitration, including any final and binding award issued by the arbitrator, shall be strictly confidential. Judgment on the final and binding award issued by the arbitrator may be entered in a court described in section 8.7. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**8.9. Time Period for Claims.** The Parties acknowledge that the nature of the Services makes it inherently difficult, with the passage of time, to present evidence in an arbitration that fully and fairly establishes the facts underlying any dispute that may arise between us. The Parties agree that notwithstanding any applicable statute of limitation that might otherwise apply to a claim or dispute between the Parties, including one arising out of this Agreement or the Services, any arbitration permitted under the Agreement (except related to the collection of sums due from Client) must be commenced within twelve (12) months after the date of delivery of any Report arising from the Services or if no Reports are delivered in connection with the Services, within twelve (12) months after the date of delivery of the Services. This twelve (12) month period applies and begins to run on the date of each report delivered by Service Provider, even if Service Provider continues to perform Services after such date, and even if neither Party has become aware of the existence of a claim or the basis for a possible claim. In the event a dispute within the last sixty (60) days of the twelve (12) month period, the period of limitation to commence a lawsuit shall be extended by up to sixty (60) days, to allow the Parties to conduct nonbinding mediation pursuant to Section 8.8.

**8.10. Attorneys' Fees.** The Party who substantially prevails in enforcing this Agreement shall be entitled to all of its reasonable attorneys' fees, expert witness fees, investigation costs, and court and appeal costs regardless of if a formal lawsuit is commenced. This provision shall remain in force for costs associated with section 8.8 unless the parties agree to allocate costs subject to a separate agreement.

**8.11. Fees for Client Disputes with Third Parties.** Except for disputes arising between the Parties, in the event Service Provider or any of its Affiliates are called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing, investigation, trial, appeal, or proceeding regarding information or communications that Client has provided to Service Provider, any documents and materials prepared by Service Provider in accordance with the terms of this Agreement, or any knowledge the Service Provider has related to Client, Client shall pay any and all expenses, including fees and costs for Service Provider's time, at Service Provider's rates then in effect, as well as any legal or other fees that Service Provider incurs as a result of such appearance or production of documents.

**8.12. Subpoenas and Legal Proceedings.** If Service Provider receives a subpoena related to Client, the Services Service Provider performed for Client, or if Service Provider otherwise must engage in any legal proceeding relating to Client or its acts or omissions, Client agrees to reimburse Service Provider for its costs associated with the same (including reasonable attorneys' fees), along with the value of the time its staff incurs in responding to the subpoena and participating in the legal proceeding calculated at the respective staff members' standard billable rate. Client shall pay all such amounts within ten (10) days of written demand.

**8.13. Reproductions of Materials.** Any publication or other reproduction of any Report prepared by Service Provider as part of the Services shall reference Service Provider's name and logo as original prepared and provided to Client. Client agrees to provide Service Provider with printers' proofs or master of such publication or reproduction of a Report for Service Provider's review and approval before it is printed and before it is distributed.

**8.14. Electronic Signatures; Electronic Disclosures.** The Parties agree that this Agreement and any other documents delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same legal validity and enforceability as handwritten signatures to the fullest extent permitted by applicable law. Client hereby authorizes Service Provider and Third-Party Software Providers to deliver to Client electronically formatted data and information, including financial statements, drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from Service Providers files.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

**8.15. Counterparts.** This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**8.16. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in relation to the Services provided hereunder and supersedes all prior written or oral communications and representations only with respect to the Services provided hereunder in this Agreement.

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

**8.18. Equitable Relief.** Each Party acknowledges that its breach of Section 5 (**Confidentiality, Certain Restrictive Covenants, and Intellectual Property**) or Section 8.1 (**Non-solicitation of Employees**) will cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, in addition to any other rights and remedies available to such Party, a Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of the terms of Section 5 or Section 8.1 by the other Party.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – KENO AUDIT PREPARATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a professional services agreement with BerganKDV for audit compliance with Nebraska County and City Lottery Regulations and provide the City Administrator or designee authority to negotiate a contract with BerganKDV in an amount not to exceed \$9,500.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for this agreement.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The professional services of BerganKDV are necessary to prepare the 2024 audit work papers and audit financial reports for the City's Keno game as required by the Nebraska County and City Lottery Regulations.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BERGANKDV FOR AUDIT COMPLIANCE IN AN AMOUNT NOT TO EXCEED \$9,500.00.

WHEREAS, the City Council of the City of La Vista has determined that assistance in preparation for the city's audit is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve a professional services agreement with BerganKDV to provide professional services associated with audit compliance.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

# Engagement Agreement

## AGREED-UPON PROCEDURES

Sent via electronic mail.

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

Name	Address
City of La Vista	8116 Park View Boulevard La Vista, NE 68128-2198
Contact Name	Agreement Date
Kevin Pokorny	July 30, 2024
Contact Email	
kpokorny@cityoflavista.org	

## SUMMARY OF ENGAGEMENT TERMS

Level of Service
Agreed-Upon Procedures
Specified Parties
City of La Vista, NE and EHPV Lottery Services, LLC
Subject Matter
Keno operations of City of La Vista, Nebraska

**Purpose of Engagement**

Test compliance with Nebraska County and City Lottery Regulations

**Reporting Period**

As of and for the year ended September 30, 2024

**Engagement Partner**

Timothy M. Lens

**Fees**

Our fees for these services will follow our standard billing and collection policy. We estimate our fees for these services to be \$9,500

**Nonattest Services Performed by BerganKDV**

Assistance with the preparation of the City's financial statements and other professional services as requested.

**Nonattest Services Performed by Creative Planning\***

Assistance with the preparation of the City's financial statements and other professional services as requested.

\* Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV practice under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV is an independent, separately governed and licensed CPA firm that provides audit and attest services to its clients. Creative Planning provides wealth management, tax, business consulting, financial, and other professional services to its clients. Creative Planning is not a licensed CPA firm. See alternative practice structure below for additional details.

## Agreed Upon Procedures

**1. COMPLIANCE REQUIREMENT:** An unannounced observation of the keno activity must be made at least annually for all sponsors who use a manual ball draw method for selection of winning numbers during the conduct of a keno lottery. Regulation 35-616.01.

**PROCEDURE:** For the purpose of this requirement, unannounced means that no individual involved directly or indirectly with the operation of the keno lottery will have knowledge of, or be given any advance information regarding the dates or times of, the observation. In addition to observing the operation of the keno activity, the steps outlined in Procedure 2 must be performed.

**2. COMPLIANCE REQUIREMENT:** Regulations 35-613.03L, 35-613.04, 35-613.04A, 35-613.04B, 35-613.04B(1), 35-613.04B(2), 35-613.04B(3), and Nebraska County and City Lottery Act, Neb. Rev. Stat. 9-607(4).

**PROCEDURE:** During the unannounced visit, observe five keno games and verify that the keno operator (lottery operator or sales outlet location) has a minimum of three lottery workers involved during the drawing of the 20 keno numbers when a manual ball draw method of winning number selection is used, without exception. A keno lottery using an automated ball draw system may be conducted with less than three lottery workers as prescribed in Regulation 35-621.06B. The sponsor's representative should observe that: a. The number of the game being drawn is recorded on a blank keno draw ticket; b. One lottery worker calls the ball numbers as they enter the rabbit ears; c. A different lottery worker enters the numbers on the draw ticket on which the number of the game is recorded; d. The keno manager verifies the numbers drawn by comparing the rabbit ears to the draw ticket and to the numbers entered into the keno system prior to computing the game; and e. At the time of the unannounced visit, the lottery operator is using the method of winning number selection which agrees with the designated selection method on file with the sponsor and the Department. **Practical Guidance:** Determine that the manual draw tickets are verified by the keno manager, as evidenced by the signature or initials of the manager, in addition to observing the conduct of the game. Determining the method of winning number selection may be accomplished at the unannounced visit or by reviewing the transaction log if the number selection method is designated on the log.

**3. COMPLIANCE REQUIREMENT:** Regulation 35-621.06J

**PROCEDURE:** Sponsors who use an automated ball draw method of winning number selection must verify that keno management personnel have performed a next-day review of all "no read" and duplicate number occurrences. A written log of reviews must be maintained by the lottery operator or sales outlet location where the automated ball draw equipment is in use.

**4. COMPLIANCE REQUIREMENT:** Regulations 35-613.04C(1) through 35-613.04C(5) and Regulations 35-621.06C(1) through 35-621.06C(6).

**PROCEDURE:** View the video tape or digital recording for a minimum of five games for each month (from at least two different weeks within each month) to determine that the following items are in compliance with the regulations a. The video tape or digital recording has a clear image to show (1) the empty rabbit ears or wheel, (2) the date and time, and (3) the full rabbit

ears or wheel. The video tape or digital recording must also show the game number or the time and date which will relate to the game number. b. The winning numbers drawn per the video tape or digital recording agree with the draw ticket prepared by a lottery worker in the case of a manual ball draw, and the winning numbers are recorded on the transaction log. Verify that all discrepancies were reported to the Department, by the lottery operator, sales outlet location, or sponsor. Report all discrepancies not previously reported directly to the Department. Compare the time of the video tape or digital recording to the transaction log; also examine any procedures which would allow the lottery operator or sales outlet location the opportunity to affect the outcome of the keno game. c. The video tapes are retained and are not reused until the sponsor has performed the compliance procedures on the tapes and has released the tapes.

**5. COMPLIANCE REQUIREMENT:** Regulation 35-616.01.

**PROCEDURE:** Verify the accuracy of monthly game summary information provided by the lottery operator, by reconciling the gross proceeds and prize payouts from the keno system's transaction log to the monthly summary information.

**6. COMPLIANCE REQUIREMENT:** Regulation 35-622.03E and Nebraska County and City Lottery Act, Neb. Rev. Stat. 9-650.

**PROCEDURE:** Determine that the gross proceeds of the keno lottery, less prizes paid in cash, are deposited into a separate bank account of the sponsor or lottery operator. On a monthly basis, reconcile the deposits per the daily cash summary and the transaction log to the keno operations bank account, to determine that the proper amount has been deposited within five business days and report any discrepancies. Verify no player used a debit card to deposit more than \$200 to a player account in a single day.

**7. COMPLIANCE REQUIREMENT:** Regulation 35-622.03D.

**PROCEDURE:** Examine any cash overage or shortage in excess of \$25 per keno writer, per shift, per day, and report unexplained and unresolved discrepancies and irregularities.

**8. COMPLIANCE REQUIREMENT:** Regulation 35-614.05.

**PROCEDURE:** The computer-generated prize pay tables for all types of wagers must agree with the published prize pay tables. Verify that the lottery operator has a procedure to maintain a log of all updates and changes to the prize pay tables and that the active prize pay tables on the keno system agree with the published prize pay tables.

**9. COMPLIANCE REQUIREMENT:** Regulations 35-613.11, 35-613.11A, and 35-613.11B.

**PROCEDURE:** Examine the financial security provided for prize payments to verify that the funds are guaranteed and in compliance with the regulations.

**10. COMPLIANCE REQUIREMENT:** Regulation 35-622.



**PROCEDURE:** Ensure that all lottery records are maintained as prescribed in Schedule 59 - County/ City Lottery Records approved by the Records Management Division of the Nebraska Secretary of State's office and Regulation 35-622.

**11. COMPLIANCE REQUIREMENT:** Regulation 35-622.04. **PROCEDURE:** The sponsor must file a Nebraska County/City Lottery Report, Form 35K, for the annual period corresponding to the sponsor's fiscal year. The report must be filed with the Department within 90 days of the end of the sponsor's fiscal year.

## **SCOPE OF ENGAGEMENT**



We will apply the procedures as identified in the summary of engagement terms and described in an attached schedule. By signing this engagement agreement, you agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is identified in the summary of engagement terms. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on the subject matter as identified in the summary of engagement terms. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to those parties charged with governance, unless specified otherwise. If we encounter restrictions in performing our procedures, we will discuss the matter(s) with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- ◆ You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- ◆ You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- ◆ We determine that the description of the procedures performed, or the corresponding findings are misleading in the circumstances of the engagement.
- ◆ We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the subject matter as identified in the summary of engagement terms, we will communicate such matters to you.



You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the subject matter identified in the summary of engagement terms. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

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

## **MANAGEMENT WRITTEN REPRESENTATIONS**

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the subject matter as identified in the summary of engagement terms.

## **ALTERNATIVE PRACTICE STRUCTURE**

Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV operate under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV provides audit and attest services and is closely aligned with Creative Planning that provides other professional (nonattest) services. Pursuant to a services agreement with Creative Planning, BerganKDV leases professional and administrative staff, both of which are employed by Creative Planning, to support BerganKDV's performance of audit and attest engagements. The professional and administrative staff leased under the services agreement will be under the direct control and supervision of BerganKDV, which is solely responsible for the professional performance of audit and attest engagements.

As identified in the summary of engagement terms, Creative Planning, which is not a licensed CPA firm, may provide permitted nonattest services, which are not covered under this agreement. BerganKDV, Creative Planning, and its affiliates will share confidential client information with each other to assist in the performance of those services. Your acceptance and signing of this agreement are also your consent for BerganKDV, Creative Planning, and its affiliates to share your information to provide you those services.

## **OTHER SERVICES**

BerganKDV and/or Creative Planning may provide other nonattest services, as identified in the summary of engagement terms. These services may not be fully covered under this agreement and may be billed separately under other agreements with you.

You may request that BerganKDV and Creative Planning perform additional services not contemplated by this agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. BerganKDV or Creative Planning also may issue a

separate agreement covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could potentially impair our independence.

## INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, BerganKDV and Creative Planning will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the nonattest services, as identified in the summary of engagement terms, and any other services provided by BerganKDV and Creative Planning; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

To ensure our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any BerganKDV and Creative Planning personnel.

## FEES

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

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

## DOCUMENTATION

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

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this



engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

The parties agree that this Engagement Letter/Agreement incorporates the **Professional Services Terms and Conditions** (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and BerganKDV. By signing this Engagement Letter/Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.

The undersigned represent and warrant they are authorized signers for their respective organizations.

Sincerely,

Executed by BerganKDV:	Acknowledged and Accepted by:
<i>Timothy M. Lens</i>	
Title:	Title:
Shareholder	

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (the “Professional Services Terms and Conditions” or “T&C”) are made part of the Engagement Letter (the “Engagement Letter”) entered into by the individual or entity client identified therein (hereinafter “Client”) and the BerganKDV identified therein (hereinafter “Service Provider”) (collectively, the Professional Services Terms and Conditions and the Engagement Letter, the “Agreement”). In the event of a conflict between these Terms and Conditions and the Engagement Letter, these Terms and Conditions shall control, unless the Engagement Letter makes specific reference to the section of this Professional Services Agreement that it intends to supersede. All capitalized terms not defined herein shall have the meaning as defined in the Engagement Letter.

**1. Definitions.** In addition to the terms defined elsewhere in this Professional Services Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

**“Affiliate” or “Affiliates”** means any company, corporation, or limited liability company that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

**“Client Materials”** means any and all physical or electronic materials, information, data, dates, formulas, financial statements, records, Client’s Confidential Information, and any other information related to Client that Client provides to, or otherwise makes available to, Service Provider in the course of providing the Services to Client hereunder this Agreement.

**“Confidential Information”** shall collectively refer to: (1) all information or materials concerning any aspect of the business or affairs of the disclosing party that in any form, which is confidential, proprietary, or otherwise not generally available to the public, including without limitation the disclosing Party’s business or financial information and plans, documents, works in progress, work processes, trade secrets, customer information, and all other secret or confidential matter related to the disclosing Party’s business or projects and/or their Affiliates; and (2) any other information that disclosing Party designates as confidential, or which, under the circumstances of disclosure, the receiving Party reasonably knows should be treated as confidential.

**“Force Majeure Event”** means any event or circumstance beyond the control of a Party, including: (1) acts of God; (2) fire, flood, or explosion; (3) war, invasion, acts of terrorism, or other civil disorder; (4) national or regional emergency; (5) epidemics, outbreaks, pandemics (including, without limitation COVID-19); or (6) the operation of the Internet, interruption or failure of telecommunication or digital transmission links, and Internet slow-downs or failures.

**“Intellectual Property Rights”** means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

**“Party” and “Parties”** means either or both of the Service Provider and the Client.

**“Report”** means any physical or electronic document or output that Service Provider creates in providing the Services to Client, including but not limited to, reports, related work product, materials, presentations, and related communications (written or otherwise).

**“Representatives”** means a Party’s officers, directors, agents, advisors, employees and contractors.

**“Services”** means the work product and services to be provided by Service Provider pursuant to this Agreement and the Engagement Letter.

**“Service Provider Materials”** means: (1) any of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third-party code; (2) any modifications to Service Provider’s pre-existing software produced on behalf of Client; (3) works or materials created and developed by Service Provider prior to or independently of the Services; and (4) residual knowledge and know-how of general applicability resulting from performance of the Services.

**“Third-Party Software Provider”** means any third party that provides software, software as a service, or other platform or software related products and services that Service Provider engages to assist with the performance of the Services.

### 2. Services.

**2.1. Services and Additional Services.** The Services to be performed by Service Provider for Client are set forth in the Engagement Letter. If any time Client requests that Service Provider perform additional services outside the scope of the Services (“Additional Services”) and Service Provider agrees to perform the work but Service Provider and Client do not enter into a separate Engagement Letter setting forth the Additional Services, then Client agrees to pay Service Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

pocket expenses, the Additional Services will be subject to the terms and conditions of this Professional Services Agreement, and all references to the term "Services" in this Professional Services Agreement shall be construed to mean the Services and the Additional Services. Service Provider, in its sole professional judgment, reserves the right to refuse to perform any Services or take any action that could be construed as assuming Client's responsibilities as set forth herein.

**2.2. Third-Party Software Providers.** Client acknowledges and agrees that such Services may be performed by Service Provider, or any of its Affiliates, or Third-Party Software Providers. Client acknowledges and agrees that Service Provider may enter into contracts or licenses with such Third-Party Software Provider and Service Provider shall have the right to enter into, amend, terminate, or modify any such contract or license with any Third-Party Software Provider at any time in its sole discretion and without the consent of or notification to Client. If applicable to Client's Services, Client may need to agree to Third-Party Software Providers' terms and conditions or other contractual agreements in order to use Third-Party Software Providers' services.

**2.3. Quality Inputs.** Notwithstanding anything herein to the contrary, Client agrees and acknowledges that the quality of the Services and any Reports is reliant on the accuracy, reliability, availability, and validity of the Client Materials provided by Client to Service Provider and Service Provider makes no representation or warranty with respect to issues with the Services that result from or are based on issues with accuracy, reliability, availability or validity of the Client Materials. Client hereby agrees that it will immediately notify Service Provider when it becomes aware of issues with the accuracy, reliability, availability, and validity of the Client Materials provided to Service Provider and Client assumes all risk, loss, and damages that arise therefrom, including, but not limited to any costs associated with redoing the Services and any Reports.

### 3. Payment for Services.

**3.1. Service Fees and Payment Terms.** Client agrees to pay the fees for the Services as set forth in the Engagement Letter and in these Professional Services Terms & Conditions. Any amounts owed by Client hereunder will be invoiced monthly and all payments shall be due within thirty (30) days of Client's receipt of the applicable invoice, unless stated to the contrary in the Engagement Letter. Client may not offset, defer or deduct any invoiced amounts. If Client objects to any invoiced amount, Client must promptly notify Service Provider in writing (but in no event more than thirty (30) days of the invoice date) and provide a detailed summary of all objections. Client hereby waives any objections to any invoice if timely objections are not made. If Client objects to any invoice, Client shall promptly pay all undisputed amounts and work with Service Provider in good faith to attempt to resolve any disputes.

**3.2. Prepayments.** Service Provider shall have the right to require Client to prepay up to fifty percent (50%) of the anticipated fees for the Services prior to any Services being provided to Client. If Service Provider determines in its sole discretion that the total cost for providing the Services cannot be reasonably determined at the outset, then Service Provider shall have the right to require Client pay a prepayment to Service Provider in an amount reasonably determined by Service Provider prior to Service Provider providing the Services.

**3.3. Interest on Past Due Amounts.** If any invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of such invoice. For any amounts that are disputed in good faith, Client may still be liable for the interest if such amounts are later found to be rightfully due and owing. Alternatively, for any disputed amounts that are made in good faith, Client can pay such amounts into a mutually agreeable interest-bearing escrow account, in which case Client will not be obligated to pay such interest provided it cooperates in good faith with Service Provider to promptly resolve the dispute.

**3.4. Certain Remedies for Nonpayment.** If an undisputed invoice is not paid when due, Client shall pay Service Provider a service charge accruing from the due date in the amount of one and half percent (1.5%) per month or the highest lawful rate, whichever is less, on the unpaid balance of such invoice. If Client fails to pay to Service Provider, within ten (10) days after Service Provider makes written demand for any past-due amount payable under the Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may seek collection from Client of unpaid amounts due and shall be entitled to all of its attorneys' fees, costs of court and other costs of collection regardless if formal litigation is commenced. Service Provider is also entitled to accelerate and demand full payment of any future amounts due under the Engagement Letter. Service Provider may, in its sole discretion, decide to suspend Client's access to the Services, including any Services provided by a Third-Party Software Provider, until all past due amounts are paid in full. Any withholding of Services or support due to a failure by Client to pay amounts due does not relieve Client from its contractual obligation to pay for the Services during the time the Services and/or support are withheld. If Client makes full payment and restores its account to good standing and the Agreement has not otherwise been terminated, then Service Provider may resume Services. Notwithstanding any term to the contrary herein, Client acknowledges and agrees that Service Provider shall not be liable for any damages that Client incurs resulting from Service Provider's suspension of Services until all amounts due are paid in full to Service Provider.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

**3.5. Taxes.** All of Service Provider's invoiced amounts are exclusive of any taxes. Client is responsible for and shall pay all sales, use, excise, personal property or other taxes, whether federal, state or local, however designated, levied or imposed on any Services or invoiced amounts. Income, franchise or similar taxes related to Service Provider's earnings or business entity are Service Provider's responsibility.

### 4. Term of Agreement.

**4.1. Term and Termination.** The term of this Agreement shall commence on the Effective Date of the Engagement Letter and shall continue until terminated as provided herein. This Agreement may be terminated pursuant to the following: (1) either Party may terminate the Agreement for convenience by giving the other Party ninety (90) days' prior written notice; or (2) either party may terminate this Agreement "for cause" if the other party is in breach of any material term of this Agreement and does not cure the breach within thirty (30) days after receipt of the written notice of the alleged breach. Should such termination occur while Client still has Services remaining on any applicable agreement, except in situations where Client has terminated this Agreement for cause, then all of those amounts due presently and during the remainder of the Services term shall be immediately due and payable upon the effective termination of this Agreement.

**4.2. Enforceability Post-Termination; Survival.** Upon the termination of this Agreement, Service Provider has no further responsibility to provide Services. Client's obligation to pay Service Provider shall survive termination until all amounts due and owing to Service Provider are fully paid and Client shall be obligated to pay Service Provider for any fees or expense on a proportional basis for Services performed up to and including the Effective Date. Any provisions of this Agreement that by their terms require performance or have application to events following termination shall survive and remain in full force and effect.

**4.3. Procedures Upon Termination.** Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms. Both parties shall return any and all Confidential Information, reports, materials, or other service-related items as required by this Agreement in a timely manner. Both Parties are not obligated to delete data that is solely on their backup systems, provided that should the backup system's data that includes Confidential Information be restored to the primary system where the data is more readily accessible, then the Parties will at that time have the obligation to delete the Confidential Information.

### 5. Confidentiality, Certain Restrictive Covenants, and Intellectual Property.

**5.1. Confidentiality Obligations.** The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information and protect such Confidential Information with the same degree of care that it applies to the receiving Party's own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. The disclosing Party's Confidential Information shall be used by the receiving Party solely for the purpose of rendering or obtaining Services (as applicable) pursuant to this Agreement and, except as permitted herein, shall not be disclosed to any third party without the prior consent of the disclosing Party. Notwithstanding the foregoing, Client acknowledges that Service Provider may share Client's Confidential Information with those of its Representatives, Affiliates and any Third-Party Software Providers that have a need to know in order to assist with the performance of the Services and who agree to maintain the Client's Confidential Information on the same or similar terms as set forth herein. Client acknowledges that it may be asked by certain Third-Party Software Providers to consent to the sharing of Client's Confidential Information in connection with the Services, and Client agrees to consent to such requests from Third-Party Software Providers. This Agreement shall be deemed Confidential Information.

**5.2. Exceptions.** The restrictions on Confidential Information in this Section 5 shall not apply to information: (1) generally available to the public through no act or omission of the receiving Party, its Representatives, or its Affiliates; (2) independently developed or acquired by the receiving Party without use or reference to the disclosing Party's Confidential Information; (3) approved for release in writing by the disclosing Party; (4) that is received without restriction from another person or organizations lawfully in possession of such information and entitled to provide such information to the receiving Party; or (5) information that was rightfully in the possession of the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party. Additionally, either Party may use or disclose the other Party's Confidential Information if required by any request or order of any applicable government or regulatory authority, or otherwise as required by applicable law. Before disclosing the disclosing Party's Confidential Information for such purpose, the receiving Party must provide prompt written notice to the disclosing Party of the circumstances requiring disclosure of such Confidential Information, and the Parties shall cooperate with each other, at the disclosing Party's expense, to obtain protection for the confidentiality thereof to the extent available, to contest and avoid such disclosure, to obtain any other appropriate remedy, or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of Confidential Information which is legally required.

**5.3. HIPAA.** Notwithstanding anything herein to the contrary, to the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") applies to Client, Client acknowledges and agrees that: (1) Client retains all responsibility for being compliant with the applicable provisions of HIPAA that may apply to the Client Materials provided by Client pursuant to the Services; and (2) Service Provider makes no representation or warranty herein regarding its compliance with any applicable HIPAA laws and regulations in connection with the Services.

### 6. Warranties.

**6.1. Representations and Warranties.** Each Party represents, warrants and covenants to the other that: (1) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (2) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound; and (3) it shall comply with all material laws, rules and regulations applicable to its activities in connection with this Agreement. Client further represents, warrants, and covenants that: (1) the Client Materials are original to Client or Client has obtained the necessary rights to provide the Client Materials to Service Provider and use the Client Materials in connection with the Services; and (2) the Client Materials as provided to Service Provider are accurate, reliability, availability, and valid for the performance of the Services.

**6.2. Third-Party Software Provider Warranty Disclaimers.** Notwithstanding anything herein to the contrary, Service Provider makes no warranties, express or implied, or guarantees regarding the Third-Party Software Providers services and in no event shall Service Provider be liable to Client for the failure of any Third-Party Software Provider to perform any part of the Services. In the event of an issue or failure in the Services that is performed by a Third-Party Software Provider: (1) the Parties will work together, each at their own cost and expense, to attempt to reach a reasonable solution for the Parties (to the extent one is available); and (2) if Client desires to pursue a claim against the Third-Party Software Provider in a court of law, provided that such claim has a reasonable possibility of success in the opinion of Service Provider but Service Provider does not desire to participate in such claim, then Client will be permitted to seek such a claim in a court of law at its own cost and expense, and to the extent possible, Service Provider will assign any rights it may have with respect to the Third-Party Software Provider related to the claim.

**6.3. All Obligations Set Forth in This Agreement; Limitation.** SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS AND/OR SERVICE UNAVAILABILITY OF ANY KIND, REGARDLESS OF CAUSE, EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST SERVICE PROVIDER FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM AVAILABILITY OF THE SERVICES, USE OF THE SERVICES OR FROM ANY LOSS OR CORRUPTION OF CLIENT MATERIALS SOFTWARE, OR HARDWARE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

**6.4. OTHER WARRANTY DISCLAIMERS.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES ON THE SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR OF ANY RESULTS TO BE ACHIEVED. UNLESS NOTED EXPLICITLY OTHERWISE HEREIN, ALL SERVICES ARE PROVIDED AS-IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, ANY SERVICES THAT ARE CONTINGENT ON OR PROVIDED BY A THIRD-PARTY SOFTWARE PROVIDER CARRY NO WARRANTY OF ANY KIND BY SERVICE PROVIDER. CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH THIRD-PARTY SOFTWARE PROVIDER FOR ANY AND ALL LIABILITY. THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

### 7. Limitation of Liability and Indemnification.

**7.1. LIMITATION ON DAMAGES.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE MAXIMUM AGGREGATE AMOUNT THAT CLIENT CAN COLLECT FROM SERVICE PROVIDER OR ITS AFFILIATES FOR ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE UNDER THE LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID FOR THE SPECIFIC SERVICE AT ISSUE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT OVER THE PAST TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE.

**7.2. WAIVER OF CERTAIN DAMAGES.** UNLESS SPECIFIED EXPLICITLY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER ARISING IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS PARAGRAPH IS ENTITLED TO LIMIT OR WAIVE THE AMOUNTS DUE FROM CLIENT TO SERVICE PROVIDER.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

**7.3. MUTUAL INDEMNIFICATION.** Each Party ("Indemnifying Party") will defend, indemnify, and hold harmless the other Party and its Affiliates, and any of their Representatives ("Indemnified Party"), from and against any and all losses, claims, actions, proceedings, and suits, and all related liabilities, damages, judgements, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other actual litigation related expenses) (collectively "Losses") incurred by the Indemnified Party, arising out of or relating to: (1) any breach or alleged breach of the Indemnifying Party's representations and warranties; (2) any damage or loss caused by negligence, fraud, dishonesty, or willful misconduct by the Indemnifying Party or any of its Representatives; (3) unauthorized disclosure of confidential information by the Indemnifying Party; (4) claims against the indemnified party by a third party for infringement upon Intellectual Property Rights; and (5) any other violation of this Agreement by the Indemnifying Party. Notwithstanding anything to the contrary contained in this Agreement, in no event will the Indemnifying Party be liable for any amount attributable to the Indemnified Party's gross negligence, willful misconduct, or breach of this Agreement.

### 8. Miscellaneous.

**8.1. Non-solicitation of Employees.** During the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason, Client shall not, directly or indirectly, hire, offer to hire, entice away, solicit, or in any other way persuade or attempt to persuade any Representative to discontinue their relationship with Service Provider. If Client violates this provision, Client shall pay Service Provider an amount equal to the Representatives total annualized compensation, including wages, bonuses and the cost of all benefits, if any, that Service Provider paid or was payable to the Representative during the one (1) year period prior to Client soliciting the Representative as well as the forecasted or actual total annualized compensation that Client will pay or did pay to Representative after the solicitation occurred.

**8.2. Notification.** All notices, requests, demands and other communications which are required or may be given under the Agreement will be in writing and will be deemed to have been duly given, or otherwise properly received: (1) when actually received if personally delivered; (2) when transmitted by confirmed facsimile, electronic or digital transmission method; (3) the day after it is sent, if sent for next day delivery to a domestic United States address by recognized overnight delivery service (e.g., Federal Express); and (4) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent pursuant to the addresses and notice information for each Party set forth in the Engagement Letter, provided, however, that any Party may change such Party's notice information by written notice to the other Party in the manner set forth above.

**8.3. Force Majeure.** Except for any payment obligations, which shall remain due and payable in accordance with the provisions of this Agreement, either Party shall be excused from delays in performing, or from its failure to perform, its obligations pursuant to this Agreement if such delays or failures result from a Force Majeure Event. In order to be excused from delay or failure to perform due to a Force Majeure Event, a Party must provide prompt written notice to the other Party reasonably identifying the Force Majeure Event and use commercially reasonable efforts to resume performance to the extent possible. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement. Notwithstanding any term to the contrary herein this Agreement, Client's sole and exclusive remedy for any such termination shall be a refund of the pro-rata portion of any pre-paid Service fees.

**8.4. No Agency.** Service Provider is acting solely as an independent contractor in rendering Services under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect. Service Provider is neither the employer nor an employee of Client.

**8.5. Assignment.** This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

**8.6. Waiver.** No waiver or breach of any provision of this Agreement shall be effective unless made in writing nor shall such waiver or breach operate as, or be construed to be, a continuing waiver of such provision or breach.

**8.7. Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of law provisions. Subject to the alternative dispute resolution process described in section 8.8, any disputes between the Parties in connection with this Agreement shall be exclusively brought only in a court of competent jurisdiction located in either: (1) the county in which the Service Provider's office sits that is providing the majority of the Services to the Client under this Agreement; or (2) if subsection (1) is inapplicable for any reason, then in Johnson County, in the State of Kansas. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT.

**8.8. Alternative Dispute Resolution – Mediation & Arbitration.** If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

to settle the dispute by mediation that will be administered by a neutral party, using mediation procedures, both of which have been agreed upon by both Parties before resorting to arbitration. Where mediation fails to produce a binding resolution between the Parties, any continued dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual final and binding arbitration in the proper location determined by section 8.7 of these Terms. Except as otherwise provided in this section or mutually agreed upon by the Parties, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. All aspects of the mediation and arbitration, including any final and binding award issued by the arbitrator, shall be strictly confidential. Judgment on the final and binding award issued by the arbitrator may be entered in a court described in section 8.7. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**8.9. Time Period for Claims.** The Parties acknowledge that the nature of the Services makes it inherently difficult, with the passage of time, to present evidence in an arbitration that fully and fairly establishes the facts underlying any dispute that may arise between us. The Parties agree that notwithstanding any applicable statute of limitation that might otherwise apply to a claim or dispute between the Parties, including one arising out of this Agreement or the Services, any arbitration permitted under the Agreement (except related to the collection of sums due from Client) must be commenced within twelve (12) months after the date of delivery of any Report arising from the Services or if no Reports are delivered in connection with the Services, within twelve (12) months after the date of delivery of the Services. This twelve (12) month period applies and begins to run on the date of each report delivered by Service Provider, even if Service Provider continues to perform Services after such date, and even if neither Party has become aware of the existence of a claim or the basis for a possible claim. In the event a dispute within the last sixty (60) days of the twelve (12) month period, the period of limitation to commence a lawsuit shall be extended by up to sixty (60) days, to allow the Parties to conduct nonbinding mediation pursuant to Section 8.8.

**8.10. Attorneys' Fees.** The Party who substantially prevails in enforcing this Agreement shall be entitled to all of its reasonable attorneys' fees, expert witness fees, investigation costs, and court and appeal costs regardless of if a formal lawsuit is commenced. This provision shall remain in force for costs associated with section 8.8 unless the parties agree to allocate costs subject to a separate agreement.

**8.11. Fees for Client Disputes with Third Parties.** Except for disputes arising between the Parties, in the event Service Provider or any of its Affiliates are called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing, investigation, trial, appeal, or proceeding regarding information or communications that Client has provided to Service Provider, any documents and materials prepared by Service Provider in accordance with the terms of this Agreement, or any knowledge the Service Provider has related to Client, Client shall pay any and all expenses, including fees and costs for Service Provider's time, at Service Provider's rates then in effect, as well as any legal or other fees that Service Provider incurs as a result of such appearance or production of documents.

**8.12. Subpoenas and Legal Proceedings.** If Service Provider receives a subpoena related to Client, the Services Service Provider performed for Client, or if Service Provider otherwise must engage in any legal proceeding relating to Client or its acts or omissions, Client agrees to reimburse Service Provider for its costs associated with the same (including reasonable attorneys' fees), along with the value of the time its staff incurs in responding to the subpoena and participating in the legal proceeding calculated at the respective staff members' standard billable rate. Client shall pay all such amounts within ten (10) days of written demand.

**8.13. Reproductions of Materials.** Any publication or other reproduction of any Report prepared by Service Provider as part of the Services shall reference Service Provider's name and logo as original prepared and provided to Client. Client agrees to provide Service Provider with printers' proofs or master of such publication or reproduction of a Report for Service Provider's review and approval before it is printed and before it is distributed.

**8.14. Electronic Signatures; Electronic Disclosures.** The Parties agree that this Agreement and any other documents delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same legal validity and enforceability as handwritten signatures to the fullest extent permitted by applicable law. Client hereby authorizes Service Provider and Third-Party Software Providers to deliver to Client electronically formatted data and information, including financial statements, drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from Service Providers files.

**8.15. Counterparts.** This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

**8.16. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in relation to the Services provided hereunder and supersedes all prior written or oral communications and representations only with respect to the Services provided hereunder in this Agreement.

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

**8.18. Equitable Relief.** Each Party acknowledges that its breach of Section 5 (**Confidentiality, Certain Restrictive Covenants, and Intellectual Property**) or Section 8.1 (**Non-solicitation of Employees**) will cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, in addition to any other rights and remedies available to such Party, a Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of the terms of Section 5 or Section 8.1 by the other Party.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – HOLIDAY LIGHTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of holiday decorations for Central Park from Brite Ideas Decorating, Omaha, NE, in an amount not to exceed \$42,000.

**FISCAL IMPACT**

Funds are available in the FY24 Budget.

**RECOMMENDATION**

Approval.

**BACKGROUND**

With the completion of The Link, the public plaza spaces, and the improvements that have, and will continue to be made in Central Park, additions to the existing holiday lighting in these areas is being proposed. Various items have been added to the area around Santa's Workshop each year and last season the Tree Lighting ceremony was moved to this location. With the addition of pedestrian lighting throughout the park (a project that has been approved and will be starting in the very near future) there is an opportunity to begin enhancing and adding to our holiday lighting.

An internal staff group has been working on this and is recommending that several items be purchased from Brite Ideas, a company in Omaha that we have worked with previously. We have selected some fiberglass pieces including a large piece that provides for a “selfie” station, as well as some simple décor for the new light poles as a starting point and a new tree for the interior of Santa's Workshop.

As Central Park continues to develop, we would anticipate adding items as funding is available to create a memorable holiday experience for residents and visitors alike.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF HOLIDAY DECORATIONS FOR CENTRAL PARK FROM BRITE IDEAS DECORATING, OMAHA, NE, IN AN AMOUNT NOT TO EXCEED \$42,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of decorations for Central Park is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of holiday decorations for Central Park from Brite Ideas Decorating, Omaha, NE, in an amount not to exceed \$42,000.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



52"



78"



65"  
White Bow





Poles



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE MURAL PAINTING – APPLEWOOD CREEK TRAIL UNDERPASS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared authorizing the painting of a mural on the Applewood Creek Trail Underpass to be completed by Adam Boggs, Wayne, NE in an amount not to exceed \$15,300.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Parks Planning team is proposing a new community art project for the Applewood Creek Trail Underpass. The project will be the painting of a vibrant mural on the wing walls of the underpass structure as well as inside the tunnel on the walls and ceiling. This project aims to transform the underpass into a visually engaging art piece that enhances the appeal of trail.

The Park and Recreation Advisory Committee worked collaboratively with the Park Planning team to select an artist. Quotes were received from three artists/groups: Midsummers Mural at \$55,000; Nick/Drick at \$52,500 and Adam Boggs at \$15,300. The group is recommending artist Adam Boggs. Adam provided his inspirations for review, and the Park & Rec Committee recommended the mural that is being presented for approval. Photos of some of Adam's other work are attached as well.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PAINTING OF A MURAL ON THE APPLEWOOD CREEK TRAIL UNDERPASS IN AN AMOUNT NOT TO EXCEED \$15,300.00.

WHEREAS, the City Council of the City of La Vista has determined that the painting of a mural on the Applewood Creek Underpass is necessary; and

WHEREAS, the FY23/FY24 Budget provides funding for this project; 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 the City of La Vista, Nebraska, do hereby authorize the painting of a mural on the Applewood Creek Trail Underpass by Adam Boggs, Wayne, NE in an amount not to exceed \$15,300.00.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

# Invoice

Adam Boggs, 900 Eastview Dr. , Apt 8, Wayne NE, United States

## BILL TO

City Of La Vista

Invoice No.: 003  
Issue date: Jun 21, 2024  
Due date: Jul 5, 2024

Payment method: Transfer

Invoice No.: 003	Issue date: Jun 21, 2024	Due date: Jul 5, 2024	Total due \$15,300.00
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Description	Qty.	Unit price (\$)	Amount (\$)
Mural	1	15,300.00	15,300.00
Subtotal			\$15,300.00
<b>Total (USD):</b>			<b>\$15,300.00</b>

 Adam Boggs

 4028436777

 akboggs@hotmail.com

Adam Boggs  
900 Eastview Dr. , Apt 8  
Wayne NE  
United States

