

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**January 16, 2024**  
**6:00 p.m.**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Swear in Police Officer – Colton Harding**
- **Appointments**
  - **Planning Commission – Reappoint Patrick Coghlan, Michael Krzywicki – 3 year term**
  - **Board of Adjustment – Reappoint Brad Strittmatter – 3 year term**

*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 January 2, 2024 City Council Meeting**
- 3. Monthly Financial Report – December 2023**
- 4. Request for Payment – DLR Group – Professional Services – La Vista City Centre Parking Structure 2 – \$8,000.00**
- 5. Request for Payment - NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$255,593.84**
- 6. Approval of Claims**

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

**B. Resolution – Approve Professional Services Agreement – Giles Road Rehabilitation and Widening – Phase 1**

**C. Approve Memorandum of Understanding and Interlocal Agreement – Outdoor Warning Sirens**

- 1. Resolution – Approve Memorandum of Understanding**
- 2. Resolution – Approve Interlocal Agreement**

**D. Resolution – Authorize Request for Bids – Edgewood Blvd, Valley Rd, Greenleaf Dr Pavement Rehabilitation**

**E. Resolution – Authorize Purchase – The Heart and Mind of the Guardian, Train the Trainer Course**

**F. Resolution – Authorize Purchase – Marked Police Vehicles**

**G. Resolution – Authorize Purchase – Turf Tank Robot Painter**

**H. Executive Session – Personnel**

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

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

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- B. Resolution – Approve Professional Services Agreement – Giles Road Rehabilitation and Widening – Phase 1**
- C. Approve Memorandum of Understanding and Interlocal Agreement with Sarpy County – Outdoor Warning Sirens**
1. **Resolution – Approve Memorandum of Understanding**
  2. **Resolution – Approve Interlocal Agreement**
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# MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING January 2, 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 January 2, 2024. Present were Mayor Kindig and Councilmembers: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Bueth, Director of Administrative Services Pokorny, Police Captain Barcal, Recreation Director Buller, Human Resources Director Lowery, Director of Public Works Soucie, Community Development Director Fountain, City Engineer Dowse and Library Director Barcal.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on December 20, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### **APPOINTMENT – LIBRARY ADVISORY BOARD – REAPPOINT KIM SCHMIT- POKORNY – 2 YEAR TERM**

Mayor Kindig stated, with the approval of the City Council, he would like to reappoint Kim Schmit-Pokorny to the Library Advisory Board for a 2 year term. Councilmember Sell motioned the approval, seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

### **APPOINTMENT – JOE SOUCIE, JR – CLASS A, LICENSE S-1046, AS AN EMPLOYED STREET SUPERINTENDENT DURING JANUARY 1 THRU DECEMBER 31, 2024, FOR THE PURPOSE OF THE 2024 CALENDAR YEAR HIGHWAY INCENTIVE PAYMENT, TO BE ISSUED TO THE CITY BY THE NEBRASKA DEPARTMENT OF TRANSPORTATION, IN FEBRUARY 2025.**

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Joe Soucie, Jr, Class A, License S-1046, as an employed street superintendent during January 1 thru December 31, 2024, for the purpose of the 2024 calendar year Highway Incentive Payment, to be issued to the city by the Nebraska Department of Transportation, in February 2025. Councilmember Hale motioned the approval, seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

### **A. CONSENT AGENDA**

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE DECEMBER 19, 2023 CITY COUNCIL  
MEETING**
- 3. REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO –  
CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE  
IMPROVEMENTS – \$597,117.00**
- 4. REQUEST FOR PAYMENT – GROW SARPY – PROFESSIONAL SERVICES –  
2023 ANNUAL INVESTMENT VISIONARY LEVEL – \$8,500.00**
- 5. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES –  
CITY PARK PAVILION TESTING – \$900.00**
- 6. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA  
VISTA CITY CENTRE PARKING STRUCTURE 2 – \$1,365.00**
- 7. REQUEST FOR PAYMENT – HOUSTON ENGINEERING, INC –  
PROFESSIONAL SERVICES – 73<sup>RD</sup> AVENUE/THOMPSON CREEK CULVERT  
REHABILITATION - \$8,657.00**
- 8. REQUEST FOR PAYMENT – LAMP RYNEARSON – PROFESSIONAL  
SERVICES – 2023 PAVEMENT CONDITION – \$5,607.70**
- 9. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL**

# MINUTE RECORD

No. 729 — REDFIELD DIRECT E2108195KV

January 2, 2024

## SERVICES — PLACEMAKING PHASE 1 — \$4,932.09

### 10. REQUEST FOR PAYMENT — RDG PLANNING & DESIGN — PROFESSIONAL SERVICES — MUNICIPAL CAMPUS PLAN & DESIGN — \$29,575.63

### 11. REQUEST FOR PAYMENT — RDG PLANNING & DESIGN — PROFESSIONAL SERVICES — PLACEMAKING PHASE 1 — \$12,354.38

## 12. APPROVAL OF CLAIMS

ACTIVE NETWORK LLC, services	22.33
AKRS EQUIPMENT, maint.	364.83
AMAZON, supplies	2,827.40
AMERICAN HERITAGE LIFE INS CO, services	1,314.03
ARNOLD MOTOR SUPPLY, maint.	117.97
ASCAP, services	434.00
AT&T MOBILITY, phones	98.38
BISHOP BUSINESS EQUIPMENT, supplies	1,437.95
BISHOP RADIANT HEATING SYS, bldg & grnds	198.60
BMO BANK, services	90.00
BOK FINANCIAL, bonds	2,083,900.00
BUSCH AND ASSOCIATES, services	256.67
CENTER FOR INTERNET SECURITY, services	12,540.00
CENTER POINT, books	236.10
CENTURY LINK/LUMEN, phones	938.14
CINTAS CORP, services	57.66
COX COMMUNICATIONS, services	467.15
CUMMINS SALES, services	404.71
D. PERINA, services	300.00
DEARBORN NATIONAL LIFE, services	8,138.45
DIAMOND VOGEL PAINTS, supplies	1,097.98
DLR GROUP, services	5,511.88
ECHO GROUP, services	379.47
EYMAN PLUMBING, services	858.00
FASTENAL COMPANY, supplies	168.75
FERRELLGAS, supplies	199.00
FITZGERALD SCHORR BARMETTLER, services	620.60
GALE, books	51.73
GENERAL FIRE & SAFETY, services	149.00
GODFATHER'S PIZZA, supplies	64.00
R. GREGOR, services	2,500.00
HARM'S CONCRETE, services	172.35
HELM MECHANICAL, services	13,080.44
HGM ASSOCIATES, services	25,224.00
HOTSY EQUIPMENT CO, bldg & grnds	519.13
INGRAM LIBRARY SERVICES, books	1,291.24
JOHNSTONE SUPPLY CO, bldg & grnds	272.89
K & J ELITE SPORTS TURF, services	3,250.00
K. JONES, services	700.00
KIMBALL MIDWEST, supplies	487.12
LERNER PUBLISHING GRP, books	91.96
LINCOLN NATIONAL LIFE INS CO, services	6,674.04
MARCO INC, services	147.87
MATHESON TRI-GAS, services	128.40
MEDICA INSURANCE CO, services	130,759.62
MENARDS-RALSTON, supplies	1,431.37
METLIFE, services	1,110.48
METRO GLASS, maint.	317.36
METRO COMM COLLEGE, services	27,060.13
MUD, utilities	3,761.96
MID-AMERICAN BENEFITS, services	11,247.40
MIDWEST TAPE, media	173.40
MIDWEST TURF & IRRIGATION, maint.	1,004.16

# MINUTE RECORD

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MOBOTREX, INC, services	1,009.00
MSC INDUSTRIAL SUPPLY CO, supplies	827.35
NEWMAN SIGNS INC, services	744.12
OFFICE DEPOT, supplies	130.70
OPPD, utilities	44,397.20
ONE CALL CONCEPTS, services	429.94
PAYROLL MAXX, payroll & taxes	518,578.71
PIETRYGA, E, travel	119.50
RED WING BUS ADV, apparel	150.00
SIGN IT, services	480.00
SITE ONE LANDSCAPE, supplies	185.35
SUN COUNTRY DISTRIBUTING, supplies	23.79
SUN VALLEY LANDSCAPING, supplies	337.85
TED'S MOWER SALES, maint.	390.78
THE WALDINGER CORP, services	543.96
THIN BLUE LINE OF LEADERSHIP, services	2,500.00
THOMPSON DREESSEN & DORNER, services	363.50
TURFWERKS, maint.	50.97
TY'S OUTDOOR POWER, services	160.98
U.S. CELLULAR, phones	1,874.92
UPS, services	12.54
VAN-WALL EQUIPMENT, supplies	277.35

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

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

Human Resources Director Lowery reported on the minimum wage increase.

Library Director Barcal reported on Charting Our Path traveling exhibit.

## **B. RESOLUTION – APPROVE FIRST AMENDMENT – SARPY COUNTY AND CITIES WASTEWATER AGENCY – FY2024 BUDGET**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-001 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO THE SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2024 BUDGET.

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board approved the First Amendment to the FY2024 Budget on January 2, 2024; and

WHEREAS, the City Council deems it appropriate and advisable to approve the First Amendment to the FY2024 Budget which has been approved by the Agency Board and is attached to this Resolution as Exhibit A;

# MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

January 2, 2024

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the First Amendment to the FY2024 Amendment Budget is hereby approved.

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

## **C. PRESENTATION/DISCUSSION – CAPITAL IMPROVEMENT PROGRAM (CIP)**

Assistant to the City Administrator Carl gave an overview of the CIP process for this year. Discussion was held.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Sell thanked everyone for getting onboard to send a letter on feeding needy children.

Mayor Kindig provided an update the legislative session.

At 6:43 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY 2024.

CITY OF LA VISTA

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

ATTEST:

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



City of La Vista NE  
Monthly Treasurer Report  
December FY24

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,527,101	4.2%		\$ 5,281	1/17/2024
	Dayspring Bank	\$ 30,048	0.6%		\$ 15	1/24/2024
	<b>Total CD's</b>	<b>\$ 1,557,150</b>				
Money Market	Access Bank	\$ 2,347,497	2.8%	\$ 5,981		
	Dayspring Bank	\$ 11,087,170	4.9%	\$ 51,471		
	NPAIT	\$ 28,168,056	5.3%	\$ 128,145		
	Nebraska Class	\$ 6,341,211	5.6%	\$ 27,728		
	NFIT	\$ -				
	<b>Total Money Market</b>	<b>\$ 47,943,934</b>				
Checking	Access Bank	\$ 97,782	1.0%	\$ 570		
Savings	Access Bank	\$ 669,174	1.0%	\$ 398		
<b>Total Portfolio</b>		<b>\$ 50,268,039</b>		<b>\$ 214,293</b>	<b>\$ 5,296</b>	

### Key Trends

- Unrestricted cash of \$11.2M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- FY24 interest income is \$545K over budget for the year, we have earned \$641K in interest so far in FY24

## Monthly Statement of Revenue and Expenditure

December

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds <sup>1</sup>	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
<b>Revenue</b>									
Property Tax	17,146	1,389	-	-	-	-	18,534	-	-
Sales and use taxes	(6,814)	(3,407)	-	-	(3,407)	-	(13,627)	-	-
Other Taxes <sup>2</sup>	247,788	-	-	-	14,854	-	262,642	-	-
Licenses and Permits	18,823	-	-	-	-	-	18,823	-	-
Intergovernmental Revenues <sup>3</sup>	174,316	-	-	-	-	-	174,316	-	-
Charges for Services	24,042	-	-	-	-	-	24,042	-	-
Grant income	7,581	-	1,103	-	-	-	8,685	-	-
Lottery Proceeds	-	-	-	107,341	-	-	107,341	-	-
Interest Income	46,176	69,222	9,388	21,970	36,375	2,929	186,060	28,622	28,622
Sewer Fees	-	-	-	-	-	-	-	1,800	1,800
Other Revenues <sup>4</sup>	11,731	32,827	-	-	-	18,375	62,933	3	3
Bonds	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>540,790</b>	<b>100,031</b>	<b>10,491</b>	<b>129,311</b>	<b>47,822</b>	<b>21,304</b>	<b>849,749</b>	<b>30,424</b>	<b>30,424</b>
<b>Expenditures</b>									
CIP/Capital Outlay	-	-	56,558	-	617,685	1,365	675,608	25,224	25,224
Debt Service: Principal Expense	-	1,375,000	-	-	-	535,000	1,910,000	-	-
Debt Service: Interest Expense	-	159,704	-	-	-	13,346	173,050	-	-
Debt Service: Bond Issue Expense	-	732	-	-	-	118	850	-	-
General Government Expenses	348,239	14,516	-	2,844	-	2,220	367,819	-	-
Public Works	117,013	-	-	-	-	-	117,013	-	-
Public Safety	756,729	-	-	-	-	15,871	772,600	-	-
Culture and Recreation	152,494	-	-	-	-	-	152,494	-	-
Public Library	76,804	-	-	-	-	-	76,804	-	-
Community Betterment	-	-	-	43,971	-	-	43,971	-	-
Community Development	52,204	-	-	-	(9,495)	-	42,709	-	-
Sewer	-	-	-	-	-	-	-	58,886	58,886
<b>Total Expenditures</b>	<b>1,503,483</b>	<b>1,549,952</b>	<b>56,558</b>	<b>46,815</b>	<b>608,190</b>	<b>567,920</b>	<b>4,332,918</b>	<b>84,110</b>	<b>84,110</b>
<b>Transfers In</b>	-	-	-	-	-	-	-	-	-
<b>Transfers Out</b>	-	-	-	-	-	-	-	-	-
<b>Change in Net Position</b>	<b>(962,694)</b>	<b>(1,449,921)</b>	<b>(46,067)</b>	<b>82,496</b>	<b>(560,368)</b>	<b>(546,616)</b>	<b>(3,483,169)</b>	<b>(53,685)</b>	<b>(53,685)</b>

### Key Trends

- Revenue**
- We did not receive sales tax revenue in the month of Dec. We earned \$1.12M in sales tax, however, the state pulled \$1.13M in sales tax refunds for the month.
  - Sales tax approved refunds for Calendar year 2024 are \$90K, we have \$1.9M on reserve.
  - Intergovernmental Revenues - NE Highway Allocation
  - Interest Income \$545K over budget for the year
  - Other Taxes includes business licenses that renew in December each year.
- Expenditures**
- \$2M in bond payments were due in December
  - Community Betterment expense include expenses Tree Lighting and Santa's Workshop
  - Culture and Recreation includes: Rec Dept, Senior Program, Library,Parks, Sports Complex and The Link

<sup>1</sup>Nonmajor Funds (EDF, OSP, PAF,QSF,TIF)

<sup>2</sup>Other tax - OCC, Hotel, Rest

<sup>3</sup>Intergovernmental Rev - rev for state, county, other municipality

<sup>4</sup>Other rev - parking, library, other misc.





City of La Vista Nebraska  
Quarter Ended December 31, 2023

All Fund Balance by Category

	FY24 Budget	FY24 YTD Budget Month 3	FY24 YTD Actual	Variance	% of Budget Used
<b>Beginning Fund Balance</b>	<b>48,419,918</b>	<b>48,419,918</b>	<b>54,319,455</b>	<b>5,899,537</b>	
<b>Revenue</b>					
Property Tax	14,153,606	3,538,402	96,017	(3,442,385)	1%
Sales and use taxes	10,999,884	2,749,971	2,256,772	(493,199)	21%
Other Taxes <sup>1</sup>	3,648,545	912,136	586,924	(325,212)	16%
Licenses and Permits	531,762	132,941	143,245	10,305	27%
Intergovernmental Revenues <sup>2</sup>	2,416,441	604,110	162,587	(441,523)	7%
Charges for Services	583,303	145,826	87,507	(58,319)	15%
Grant income	5,195,752	1,298,938	16,467	(1,282,471)	0%
Lottery	1,213,043	303,261	375,376	72,116	31%
Interest Income	95,520	23,880	641,225	617,345	671%
Sewer	5,146,230	1,286,557	982,176	(304,381)	19%
Other Revenues <sup>3</sup>	784,254	196,064	731,657	535,594	93%
Bonds	7,000,000	1,750,000	-	(1,750,000)	0%
<b>Total Revenues</b>	<b>51,768,340</b>	<b>12,942,085</b>	<b>6,079,954</b>	<b>(6,862,131)</b>	<b>12%</b>
<b>Expenditures</b>					
Capital Outlay	17,193,000	4,298,250	1,781,273	(2,516,977)	10%
Debt Service: Principal Expense	5,685,000	1,421,250	3,030,000	1,608,750	53%
Debt Service: Interest Expense	2,991,117	747,779	223,031	(524,749)	7%
Debt Service: Bond Issue Expense	151,780	37,945	7,000	(30,945)	5%
General Government Expenses	7,732,499	1,933,125	1,148,494	(784,631)	15%
Public Works	2,958,212	739,553	462,954	(276,599)	16%
Public Safety	10,084,138	2,521,034	2,209,875	(311,159)	22%
Culture and Recreation	3,107,533	776,883	537,271	(239,612)	17%
Public Library	1,138,782	284,695	244,781	(39,914)	21%
Community Betterment	878,165	219,541	171,362	(48,180)	20%
Community Development	1,150,054	287,514	166,339	(121,175)	14%
Sewer	4,339,853	1,084,963	506,520	(578,443)	12%
<b>Total Expenditures</b>	<b>57,410,133</b>	<b>14,352,533</b>	<b>10,488,900</b>	<b>(3,863,633)</b>	<b>18%</b>
<b>Transfers In</b>	<b>14,406,393</b>	<b>3,601,598</b>	<b>1,006,574</b>	<b>2,595,024</b>	
<b>Transfers out</b>	<b>14,406,393</b>	<b>3,601,598</b>	<b>1,006,574</b>	<b>2,595,024</b>	
<b>Ending Fund Balance</b>	<b>42,778,126</b>	<b>47,009,470</b>	<b>49,910,509</b>	<b>2,901,039</b>	

Key Trends

**Revenue**

Property Tax will be received in April and August

**Expenditures**

Spending is under budget for the year

<sup>1</sup>Other tax - OCC, Hotel, Rest

<sup>2</sup>Intergovernmental Rev - rev for state, county, other municipality

<sup>3</sup>Other rev - parking, library, other misc.

**Invoice**

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

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

January 10, 2024  
Project No: 10-17105-41  
Invoice No: 0228552

Project 10-17105-41 La Vista City Cntr Parking Structure2 CS

**Billing Period: December 01, 2023 to December 31, 2023**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Services	198,750.00	100.00	198,750.00	198,750.00	0.00
Add Service for PT Opening	4,500.00	100.00	4,500.00	4,500.00	0.00
Amendment 009	4,500.00	100.00	4,500.00	4,500.00	0.00
Amendment 10-1	15,725.00	100.00	15,725.00	15,725.00	0.00
Amendment 10-2	10,500.00	100.00	10,500.00	10,500.00	0.00
Add Service	8,000.00	100.00	8,000.00	0.00	8,000.00
<b>Total Fee</b>	<b>241,975.00</b>		<b>241,975.00</b>	<b>233,975.00</b>	<b>8,000.00</b>
<b>Total Fee</b>					<b>8,000.00</b>

Billing Limits	Current	Prior	To-Date
Consultant	0.00	139,217.80	139,217.80
Limit			163,698.70
Remaining			24,480.90
Expense	0.00	503.74	503.74
Limit			2,000.00
Remaining			1,496.26

**Total this Invoice \$8,000.00**

**Outstanding Invoices**

Number	Date	Balance
0227490	12/11/2023	1,365.00
<b>Total</b>		<b>1,365.00</b>

**Billings to Date**

	Current	Prior	Total
Fee	8,000.00	233,975.00	241,975.00
Consultant	0.00	139,217.80	139,217.80
Expense	0.00	503.74	503.74
<b>Totals</b>	<b>8,000.00</b>	<b>373,696.54</b>	<b>381,696.54</b>

*OK to PAY  
PMD 1/19/24  
15.71.0917006 - CINDY 802*

PA-1 App #7

A-5

City of Omaha  
Public Works Department  
Construction Division

# WEEKLY PROGRESS REPORT

Page 1 of 4

CONTRACTOR NL & L *← PA TO MFL*

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 12/30/23

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 39

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY	
SUNDAY  12/24/23	Temp 57/34, No work on site,	0	y	Paving - Total Value of Work This Period	\$4,390.50
				Sewer - Total Value of Work This Period	\$14,477.80
				Paving - Total Value of Work To Date	\$535,766.01
				Sewer - Total Value of Work To Date	\$972,871.03
MONDAY  12/25/23	temp 34/27, rain/snow 1.06", Christmas day, No work on site, NO pay items	0	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00
				Total Value of Stored Materials Remaining To Date	\$0.00
TUESDAY  12/26/23	Temp 32/28, snow off and on most of the day, No work on site, No pay items	0	Y	Estimated Contract Value	\$ 4,746,349.05
				Percent Complete By Value	32%
WEDNESDAY  12/27/23	temp 33/28, light snow over night, 0.06". NLL 0700-1600, HGM 0830-1600, Cont serv lat repair work on S 70th St, house 7405. Pay items 2S rem pvmt 28.52 SY, #33 rem serv lat 15', #34 inst serv lat 15', #52 temp agg surf course no pay salvaged material.	9	Y	Contract Calendar / Work Days	211
				Calendar / Work Days This Period	7
THURSDAY  12/28/23	Temp 33/23, sunny, NLL 0700-1630, HGM 0830-1600, Cont serv lat repair work on S 70th st. House 7409, Thiele on site for compaction testing on previous sewer repair openings 7405 & 7409. Pay items 2S rem pvmt 35.4678 SY, #33 rem serv lat 12', #34 inst serv lat 12', #52 temp agg surf course No pay salvaged material	9	Y	Calendar / Work Days Used To Date	272
				Percent Time Used	129%
FRIDAY  12/29/23	Temp 40/25, sunny, NLL 0700-1730, HGM 0800-1700, No service lateral repair work by sewer crew, paving crew poured open sewer repair openings from 7353 to 7410 S 70th st. Pay items: 11S Const 7" PCC 181.04 SY, 3S rem driveway 11 SY, 15S const 6" PCC driveway 11 SY, 11P Const 7" PCC 165 58.545 SY, 2S rem pvmt 11.80 SY. Removed and salvaged temp agg surf course from sewer repair openings.	9	Y	% Retained Paving/Sewer	10.0000%
				Amount Retained to Date Paving	\$53,576.60
				Amount Retained To Date Sewer	\$97,287.10
SATURDAY  12/30/23	Temp 56/32, No work on site, holiday weekend	0	Y	Net Amount Due To Date	\$1,357,773.34
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00
Other Comments		Net Amount Due To Date Including Incentive Earned / Disincentive Assessed \$1,357,773.34			
		Total Previous Payments To Date \$1,102,179.50			
		Amount Due To Date \$255,593.84			

*Paula Pogge*  
CONTRACTOR / DATE  
*1-3-24*  
*Paula Pogge, HGM Associates, 29 Dec 2023*  
PROJECT REPRESENTATIVE / DATE

*Paula Pogge, HGM Associates, 02 Jan 2024*  
PROJECT MANAGER / DATE  
*1/4/2024*  
CITY CONSTRUCTION ENGINEER / DATE

*OK TO PAY*  
*PMD 1/4/24*  
*02-71-0917.000 - SEWER 13001*  
*SEWER = \$215,375.90*  
*STREET = \$40,217.94*

## WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
L.Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$156,090.00	LS	-	\$0.00	60.0%	0.50	\$78,000.00
2	Paving 2	Remove Pavement	7,836.00	\$11.00	SY	-	\$0.00	34.0%	2,643.66	\$29,080.28
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	1.0%	4.53	\$49.83
4	Paving 4	Remove Sidewalk - Paving	7,356.00	\$2.00	SF	-	\$0.00	80.0%	4,461.85	\$8,903.30
5	5	Remove Concrete Curb and Gutter	1,660.00	\$12.00	LF	-	\$0.00	36.0%	671.70	\$8,060.40
6	6	Perform Cold Planning-Asphalt	28,390.00	\$8.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	3,130.00	\$187.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	6,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L85 - Paving	7,858.00	\$75.00	SY	59.54	\$4,390.50	41.0%	3,108.87	\$233,165.25
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	98.00	\$82.00	SY	-	\$0.00	35.0%	33.33	\$3,066.36
14	14	Construct Concrete Curb and Gutter	1,860.00	\$42.00	LF	-	\$0.00	37.0%	681.70	\$28,631.40
15	Paving 15	Construct 6" Driveway - Type L65 - Paving	941.00	\$59.00	SY	-	\$0.00	1.0%	4.53	\$267.27
16	16	Construct 6" Driveway - Type L85	53.00	\$82.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,637.00	\$3.50	SY	-	\$0.00	1.0%	86.94	\$304.29
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	25.0%	3.00	\$2,400.00
19	19	Adjust Manhole to Grade	32.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
20	20	Remove & Replace Curb Inlet Top	5.00	\$3,200.00	EA	-	\$0.00	80.0%	4.00	\$12,800.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	25.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	14.0%	0.1428	\$7,140.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$6.75	SF	-	\$0.00	83.0%	4,036.30	\$27,245.03
25	25	Construct 6" PCC Sidewalk	624.00	\$7.60	SF	-	\$0.00	33.0%	200.80	\$1,508.00
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	40.0%	550.61	\$7,708.54
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	-	\$0.00	33.0%	168.00	\$7,560.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	226.0%	544.50	\$21,780.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	46.0%	879.29	\$3,287.34
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	53.0%	1,020.12	\$3,060.36

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Gurb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	253.0%	5.00	\$925.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	527.0%	1,053.52	\$21,070.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	50.0%	0.50	\$72,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,998.00	\$11.00	SY	11.80	\$129.80	98.0%	5,748.70	\$63,235.70
S3	Sewer 3	Remove Concrete Driveway - Sewer	1,915.00	\$11.00	SY	11.00	\$121.00	35.0%	667.15	\$7,338.65
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	15.0%	1,043.00	\$2,086.00
S11	Sewer 11	Construct 7" Concrete Pavement - Typo L65 - Sewer	6,998.00	\$75.00	SY	181.04	\$13,578.00	81.0%	5,455.71	\$409,178.25
S16	Sewer 16	Construct 6" Driveway - Sewer	1,915.00	\$59.00	SY	11.00	\$649.00	35.0%	677.07	\$39,994.33
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	0.0%	-	\$0.00
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$6.75	SF	-	\$0.00	14.0%	979.00	\$6,608.25
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	-	\$0.00	48.0%	2,505.29	\$50,105.80
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,685.00	\$65.00	LF	-	\$0.00	47.0%	2,297.96	\$149,357.40
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	0.0%	-	\$0.00
36	36	Construct 6" PVC Sanitary Sewer Pipe SDR 28 (Point Repairs)	26.00	\$175.00	LF	-	\$0.00	847.0%	220.33	\$38,557.75
37	37	Construct 6" PVC Sanitary Sewer Pipe SDR 28 (Point Repairs, Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
38	38	Construct 6" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Limer	10,867.00	\$45.00	LF	-	\$0.00	17.0%	1,841.79	\$82,880.55
40	40	Install 16" CIPP Limer	927.00	\$65.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Install Service Lines	332.00	\$100.00	EA	-	\$0.00	15.0%	61.00	\$5,100.00
42	42	CIPP End Seal, 8-In	83.00	\$195.00	EA	-	\$0.00	14.0%	12.00	\$2,340.00
43	43	CIPP End Seal, 15-In	9.00	\$250.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.50	LF	-	\$0.00	16.0%	1,841.79	\$9,288.06
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,794.00	\$3.00	LF	-	\$0.00	16.0%	1,841.79	\$5,525.37
46	46	Jet Existing Sanitary Sewer	11,794.00	\$2.75	LF	-	\$0.00	16.0%	1,841.79	\$5,064.92
47	47	Perform Cementitious Manhole Rehabilitation 43" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 43" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	0.0%	-	\$0.00
50	50	Traffic Control - Sewer CIPP Limer Install	1.00	\$20,000.00	LS	-	\$0.00	20.0%	0.20	\$4,000.00
51	51	Mobilization/Demobilization Sewer CIPP Limer Install	1.00	\$40,000.00	LS	-	\$0.00	50.0%	0.50	\$20,000.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	88.00	\$73.00	LF	-	\$0.00	90.0%	88.00	\$6,424.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	73.0%	16.00	\$3,200.00
63	CO1 55	3/4" Limestone Pipe Bedding	48.00	\$29.50	Ton	-	\$0.00	51.0%	24.44	\$720.96
64	CO1A 53	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	-	\$0.00	100.0%	4.00	\$16,800.00
65	CO1A 57	Remove existing Inlets	3.00	\$500.00	ea	-	\$0.00	100.0%	3.00	\$1,500.00
66	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

User: LELIAS

DB: La Vista

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2879(E)	01/03/2024	ACTIVE NETWORK LLC	14.00	N
2880(E)	01/03/2024	GREATAMERICA FINANCIAL SERVICES	1,795.62	N
2881(E)	01/03/2024	MID-AMERICAN BENEFITS INC	3,775.48	N
141226	01/03/2024	DLR GROUP	1,365.00	N
141227	01/03/2024	HOUSTON ENGINEERING INC	8,657.00	N
141228	01/03/2024	JE DUNN CONSTRUCTION COMPANY	597,117.00	N
141229	01/03/2024	LAMP RYNEARSON & ASSOCIATES	5,607.70	N
141230	01/03/2024	OLSSON, INC.	900.00	N
141231	01/03/2024	RDG PLANNING & DESIGN	46,862.10	N
141232	01/03/2024	SARPY COUNTY ECONOMIC DEV. CORP	8,500.00	N
2882(E)	01/11/2024	ACTIVE NETWORK LLC	22.83	N
2883(E)	01/11/2024	BLACK HILLS ENERGY	6,966.51	N
2884(E)	01/11/2024	CENTURY LINK/LUMEN	81.10	N
2885(E)	01/11/2024	COX COMMUNICATIONS, INC.	893.65	N
2886(E)	01/11/2024	MID-AMERICAN BENEFITS INC	4,350.35	N
2887(E)	01/11/2024	NE DEPT OF REV-MOTOR FUEL TAX	533.00	N
2888(E)	01/11/2024	PAYROLL MAXX	447,015.23	N
141233	01/11/2024	NE DEPT OF MOTOR VEHICLE-94789	8.20	N
141234	01/11/2024	NE DEPT OF MOTOR VEHICLE-94789	8.20	N
2889(A)	01/16/2024	CITY OF OMAHA	4,291.65	N
2890(A)	01/16/2024	CITY OF PAPILLION - MFO	237,694.00	N
2891(A)	01/16/2024	SHI INTERNATIONAL CORP.	49,543.86	N
141235	01/16/2024	1000 BULBS	194.09	N
141236	01/16/2024	ACTION BATTERIES UNLTD INC	79.60	N
141237	01/16/2024	AKRS EQUIPMENT SOLUTIONS, INC.	83.47	N
141238	01/16/2024	ALFRED BENESCH & COMPANY	2,361.74	N
141239	01/16/2024	ALLEN, JASON	211.50	N
141240	01/16/2024	AMAZON CAPITAL SERVICES, INC.	725.54	N
141241	01/16/2024	AMERICAN LEGAL PUBLISHING CO	1,078.38	N
141242	01/16/2024	ANTHEM SPORTS LLC	7,311.64	N
141243	01/16/2024	ARNOLD MOTOR SUPPLY	67.77	N
141244	01/16/2024	AWARDS AND MORE COMPANY	178.39	N
141245	01/16/2024	BACON LETTUCE CREATIVE	1,600.00	N
141246	01/16/2024	BOOT BARN	676.96	N
141247	01/16/2024	BOSANEK, GARY	1,900.00	N
141248	01/16/2024	CENTER POINT, INC.	236.10	N
141249	01/16/2024	CLEARVIEW PET CARE CENTRE	251.70	N
141250	01/16/2024	COLLAB. SUMMER LIBRARY PROGRAM	284.27	N
141251	01/16/2024	COMP CHOICE INC	694.33	N
141252	01/16/2024	CROUCH RECREATION	83,743.00	N
141253	01/16/2024	CULLIGAN OF OMAHA	12.50	N
141254	01/16/2024	CUMMINS SALES AND SERVICE	2,838.72	N
141255	01/16/2024	D & K PRODUCTS	858.00	N
141256	01/16/2024	DATASHIELD CORPORATION	180.00	N
141257	01/16/2024	DFC FLOORING SPECIALISTS	9,678.62	N
141258	01/16/2024	DIAMOND VOGEL PAINTS	173.90	N
141259	01/16/2024	EBSCO INFORMATION SERVICES	2,936.18	N

Check #	Check Date	Vendor Name	Amount	Voided
141260	01/16/2024	EYMAN PLUMBING INC	174.00	N
141261	01/16/2024	FASTENAL COMPANY	679.26	N
141262	01/16/2024	FELSBURG HOLT & ULLEVIG INC	400.00	N
141263	01/16/2024	FERRELLGAS	1,246.59	N
141264	01/16/2024	FIKES COMMERCIAL HYGIENE LLC	66.00	N
141265	01/16/2024	FLAGSHOOTER INC	221.01	N
141266	01/16/2024	FNIC	6,730.75	N
141267	01/16/2024	FOCUS PRINTING	456.00	N
141268	01/16/2024	GALLS LLC	231.59	N
141269	01/16/2024	GENERAL FIRE & SAFETY EQUIP CO	425.05	N
141270	01/16/2024	GENUINE PARTS COMPANY-OMAHA	348.84	N
141271	01/16/2024	GREAT PLAINS UNIFORMS	1,351.26	N
141272	01/16/2024	HANEY SHOE STORE	300.00	N
141273	01/16/2024	HARBOR FREIGHT TOOLS	472.91	N
141274	01/16/2024	HOBBY LOBBY STORES INC	22.84	N
141275	01/16/2024	HOME DEPOT CREDIT SERVICES	59.05	N
141276	01/16/2024	HY-VEE INC	592.29	N
141277	01/16/2024	INGRAM LIBRARY SERVICES LLC	1,856.56	N
141278	01/16/2024	J & J SMALL ENGINE SERVICE	682.42	N
141279	01/16/2024	J P COOKE COMPANY	81.79	N
141280	01/16/2024	JOHANNSEN, AARON	211.50	N
141281	01/16/2024	JOHNSTONE SUPPLY CO	52.02	N
141282	01/16/2024	KANOPY, INC.	186.00	N
141283	01/16/2024	KEYSTONE RIDGE DESIGNS	2,443.00	N
141284	01/16/2024	KIMBALL MIDWEST	550.03	N
141285	01/16/2024	KRIHA FLUID POWER CO INC	28.12	N
141286	01/16/2024	LABRIE, DONALD P	150.00	N
141287	01/16/2024	LARSEN SUPPLY COMPANY	164.54	N
141288	01/16/2024	LARSON, CRYSTAL	86.66	N
141289	01/16/2024	LEXIS NEXIS MATTHEW BENDER	400.31	N
141290	01/16/2024	LIBRARY IDEAS LLC	43.96	N
141291	01/16/2024	LOWE'S CREDIT SERVICES	534.53	N
141292	01/16/2024	MACQUEEN EQUIPMENT LLC	921.37	N
141293	01/16/2024	MATHESON TRI-GAS INC	405.50	N
141294	01/16/2024	MENARDS-RALSTON	307.78	N
141295	01/16/2024	METROPOLITAN UTILITIES DISTRICT	76.84	N
141296	01/16/2024	MICHAEL TODD AND COMPANY INC	280.22	N
141297	01/16/2024	MID AMERICAN SIGNAL INC	1,275.00	N
141298	01/16/2024	MIDWEST TAPE	171.36	N
141299	01/16/2024	MIDWEST TAPE	161.11	N
141300	01/16/2024	MORRIS, STEVEN MICHAEL	136.00	N
141301	01/16/2024	MSC INDUSTRIAL SUPPLY CO	605.64	N
141302	01/16/2024	NEBRASKA IOWA INDL FASTENERS INC	143.92	N
141303	01/16/2024	NEBRASKA STATE FIRE MARSHAL	120.00	N
141304	01/16/2024	NEBRASKA TURFGRASS ASSOCIATION	80.00	N
141305	01/16/2024	NMC GROUP INC	367.55	N
141306	01/16/2024	O'REILLY AUTO PARTS	4,325.19	N



Check #	Check Date	Vendor Name	Amount	Voided
141307	01/16/2024	OFFICE DEPOT INC	515.85	N
141308	01/16/2024	OMAHA GLASS PRO	504.00	N
141309	01/16/2024	ONE CALL CONCEPTS INC	366.04	N
141310	01/16/2024	PAPILLION SANITATION	5,423.19	N
141311	01/16/2024	PREDATOR CUSTOM TRAILER	30.00	N
141312	01/16/2024	PRIMA DISTRIBUTION, INC.	105.93	N
141313	01/16/2024	RDG PLANNING & DESIGN	928.75	N
141314	01/16/2024	SARPY COUNTY SHERIFF'S OFFICE	350.00	N
141315	01/16/2024	SESAC INC	581.00	N
141316	01/16/2024	SHERWIN-WILLIAMS	440.75	N
141317	01/16/2024	SIGN IT	1,051.00	N
141318	01/16/2024	SORENSEN SOD	2,560.00	N
141319	01/16/2024	STERLING COMPUTER CORP.	1,026.91	N
141320	01/16/2024	SUSPENSION SHOP INCORPORATED	1,513.02	N
141321	01/16/2024	TED'S MOWER SALES & SERVICE INC	45.74	N
141322	01/16/2024	THE PENWORTHY COMPANY	299.45	N
141323	01/16/2024	THE SCHEMMER ASSOCIATES INC	140.00	N
141324	01/16/2024	THE WALDINGER CORPORATION	6,094.04	N
141325	01/16/2024	TK ELEVATOR CORPORATION	1,452.48	N
141326	01/16/2024	TORNADO WASH LLC	371.00	N
141327	01/16/2024	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
141328	01/16/2024	TURFWERKS	75,425.73	N
141329	01/16/2024	UNITE PRIVATE NETWORKS LLC	3,850.00	N
141330	01/16/2024	UNITED PARCEL SERVICE	26.64	N
141331	01/16/2024	VAL VERDE ANIMAL HOSPITAL INC	293.77	N
141332	01/16/2024	VERIZON CONNECT FLEET USA	608.00	N
141333	01/16/2024	VERIZON WIRELESS	18.02	N
141334	01/16/2024	VERIZON WIRELESS	365.83	N
141335	01/16/2024	VIERREGGER ELECTRIC COMPANY	2,740.00	N
141336	01/16/2024	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
141337	01/16/2024	WALMART COMMUNITY BRC	2,186.65	N
141338	01/16/2024	WELDON PARTS INC.	327.34	N
141339	01/16/2024	WESTLAKE HARDWARE INC NE-022	1,804.75	N
127	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$1,686,531.12	0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 01/16/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JANUARY 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – GILES ROAD REHABILITATION AND WIDENING – PHASE 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to authorize a professional services agreement with Alfred Benesch & Company, Omaha, NE for engineering and design services associated with the rehabilitation and widening of Giles Road in an amount not to exceed \$211,749.82.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

Giles Road serves as the primary roadway connection to I-80 for many users in the region and is starting to show signs of deterioration. Development in and around the Giles Road Corridor has resulted in significant increases to the volume of traffic on Giles Road, specifically by those wishing to utilize I-80. The increased traffic demand has resulted in a significant reduction to the level of service users experience today. The widening of Giles Road will help provide for more efficient lane utilization and congestion relief on Giles Road until the Nebraska Department of Transportation (NDOT) is able to address the capacity and operations level of service of the interchange, likely several years from now. Addressing both the pavement rehabilitation and congestion issues concurrently provides for the most fiscally efficient use of the City's resources.

Four (4) Request for Proposals (RFPs) were received and evaluated in accordance with selection criteria as identified in the RFP. After review and careful deliberation, Alfred Benesch and Company (Benesch) of Omaha, Nebraska has been identified. Benesch has the experience and capacity to complete this project within the anticipated schedule while also considering the many stakeholders within the corridor.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESCH AND COMPANY, OMAHA, NEBRASKA FOR ENGINEERING AND DESIGN SERVICES ASSOCIATED WITH THE REHABILITATION AND WIDENING OF GILES ROAD IN AN AMOUNT NOT TO EXCEED \$211,749.82.

WHEREAS, the Mayor and City Council have determined that professional services are necessary; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Alfred Benesch and Company, Omaha, Nebraska for engineering and design services associated with rehabilitation and widening of Giles Road in an amount not to exceed \$211,749.82.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY 2024.

CITY OF LA VISTA

ATTEST:

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

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



## CONSULTING SERVICES AGREEMENT

CLIENT	City of La Vista Public Works Department	Project Name	Giles Rd, BNSF Bridge to I-80
Address	8116 Park View Blvd	Improvements	
	La Vista, Nebraska 68128		
		Project Location	LaVista, NE
Telephone	402-331-8927		
Client Contact	Pat Dowse, City Engineer	Consultant PM	Tim O'Bryan, PE
Client Job No.		Consultant Job No.	120869.00

This Agreement is made by and between City of La Vista Public Works Department, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attachment A. Direct labor billed at 3.0 multiplier. Direct expenses billed at cost.

The General Conditions and the following Attachments are hereby made a part of the Agreement:

☒ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☐ Attachment C: \_\_\_\_\_

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

☐ By Lump Sum: \$\_\_\_\_\_.

☒ By Time and Materials: \$211,749.82.

☐ By Other Payment Method (See Attachment \_\_\_\_\_): \$\_\_\_\_\_.

☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: Jeffery A. Sockel  
AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_

PRINT NAME: Jeffery A. Sockel, PE

TITLE: \_\_\_\_\_

TITLE: Sr Vice President

DATE: \_\_\_\_\_, 20\_\_\_\_

DATE: January 11, 2024

BENESCH OFFICE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**

## **SECTION 1 – Services by Consultant**

### **1.1 General**

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

### **1.2 Scope of Services and Fees**

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which if the Services described in the Scope of Services have not commenced, Consultant reserves the right to revise the Scope or Fee Estimate. Any such revision shall be subject to approval of both parties and if such approval is not forthcoming, either party may elect to terminate this Agreement for Cause pursuant to subsection 3.3.1 below.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

## **SECTION 2 – Payments to Consultant**

### **2.1 Method of Payment**

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

### **2.2 Payment for Personnel Services**

#### **2.2.1 Payment**

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

#### **2.2.2 Chargeable Time**

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar

week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

#### **2.2.3 Overtime Rates**

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

### **2.3 Payment for Direct Expenses**

#### **2.3.1 Payment**

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

#### **2.3.2 Direct Expenses**

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

### **2.4 Payment Conditions**

**2.4.1** Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

**2.4.2** Invoices are due and payable upon receipt by Client. Interest at a rate of 0.5% per month, or the maximum allowed by law, will be charged on all undisputed past due amounts starting thirty (30) days after receipt of invoice. Payments will first be credited to interest and then to principal.

**2.4.3** In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the receipt of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.4.4** If Client fails to make payment in full to Consultant of undisputed amounts owed pursuant to this

Section 2 within forty-five (45) days of the receipt of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

## **SECTION 3 - Term of Agreement**

### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

### **3.3 Termination of Agreement**

#### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay the undisputed amount for all services satisfactorily performed prior to the effective date of the termination. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide to the Client information and documents developed under the terms of this Agreement with respect to which Client has made payment to Consultant. Upon receipt of all other information and documents, Client shall pay Consultant the undisputed amount for services satisfactorily performed prior to the effective date of the termination.

#### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and

confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide to the Client information and documents developed under the terms of this Agreement with respect to which Client has made payment to Consultant.

### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section 2.

## **SECTION 4 - General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** Consultant shall be solely responsible for its performance under this Agreement and for those who Consultant designates to carry out such performance.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall be subject to the exclusive direction and control of Consultant and shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon execution of this Agreement showing amounts and types of insurance carried by Consultant, subject to the reasonable satisfaction of the Client's City Engineer as to the insurer, amounts and types of insurance, which certificate shall include Client as an additional insured with respect to Consultant's Commercial General Liability, Automobile Liability, and Umbrella Liability policies and contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions. In the event of cancellation or non-renewal of any of Consultant's policies, Consultant shall obtain replacement coverage reasonably satisfactory to the Client's City Engineer so that there is no break in insurance coverage. Consultant shall require any subconsultants under this Agreement to comply with this subsection 4.2.1.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been

prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, Client by this Agreement is granted and shall have the right in perpetuity to use any and all such specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement with respect to the Project. Not in limitation of the foregoing sentence, Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others. Such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over



any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid all undisputed amounts for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges reasonably incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees

to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the applicable professional standard of skill and care ordinarily provided by firms practicing in the same or similar locality in the Omaha metropolitan area under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Not Used**

#### **5.3 Not Used**

#### **5.4 Not Used**

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

Direct negotiation will be the initial process utilized by all parties. Either the Client or Consultant may make a request for Direct Negotiation as an initial attempt to resolve any claim, dispute, or other matter arising out of this Agreement. Any request for Direct Negotiation will be subject to approval of the other party. Direct Negotiation will take place at the project worksite or at a location as agreed to by Client's and Consultant's designated representatives. If Direct Negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the

jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

☒ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☒ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. With respect to any underground utilities and structures marked by Client pursuant to this paragraph, Client, subject to liability limitations and other provisions of the Nebraska Political Subdivisions Tort Claims Act, shall indemnify and hold Consultant harmless from any damages proximately caused by, and delays resulting from, unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☒ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. Except in the event of Consultant's negligence, these conditions and cost/execution effects are not the responsibility of the Consultant.

☒ **S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

**CONSULTANT SCOPE OF SERVICES  
PRELIMINARY & FINAL DESIGN  
CITY OF LA VISTA  
GILES ROAD, BNSF BRIDGE TO INTERSTATE 80 EASTBOUND ON-RAMP IMPROVEMENTS**

**OVERVIEW**

The project consists of evaluating and developing a design to rehabilitate and/or reconstruct the existing pavement along with providing for increased capacity, level of service, sidewalk/multi-use trails, ADA ramps, drainage, and other related improvements for Giles Road from the existing BNSF overpass bridge to the eastbound on-ramp to Interstate 80 in the City of La Vista (City). The work required for this project includes performing an alternatives analysis, City coordination, topographic surveying, utility coordination, pavement investigation, NDOT coordination, cost estimating, roadway rehabilitation/improvement design, Right-of-Way (ROW) services support, traffic engineering services, public outreach and coordination, construction engineering, and other related design and support services as outlined herein. Coordination with the City, Nebraska Department of Transportation (NDOT), and the surrounding businesses stakeholders, and the traveling public (collectively referred to as “the public”) along with potential presentations to City Staff regarding the project is also expected. This scope of work includes any required elements of work identified in the proposal presented by Benesch addressing the Request for Proposals with the value-engineered alternative proposed for consideration and will result in a bid package for the proposed improvements.

Generally, the planned improvements are to rehabilitate/reconstruct the existing pavement on the existing profile and alignment, add additional outer lanes to improve capacity and traffic flow, improve traffic signal infrastructure, and provide or improve pedestrian/multi-modal facilities within the project limits. Due to future improvements planned by NDOT for the Giles Road bridge, it is not expected that work will extend into or require modification of the existing I-80 Interchange on or off ramps. Improvements shall consider potential future added lanes and roadway configurations proposed in the MTIS study to limit or avoid unusable improvements constructed by this project.

Design and plan preparation will follow the current City of Omaha Standard Plates and Standard Specifications. Other design manuals include the AASHTO Policy on Geometric Design of Highways and Streets, AASHTO Roadside Design Guide, Nebraska Minimum Design Standards Manual, and the Manual on Uniform Traffic Control Devices. Any work occurring within NDOT ROW shall conform to NDOT standards. Any deviations must be approved by the City.

**UNDERSTANDING & ASSUMPTIONS**

Benesch will prepare and submit the following items to the City of La Vista:

- Summary of an alternatives analysis along with a preliminary cost estimate for City-Review
- 50% Plan-in-Hand Plans for City-Review
- Final Plans and Special Provisions for City-Review
- Final Signed & Sealed Plans and Special Provisions
- Support during project bidding
- Construction phase services will be added by supplemental agreement

**TO BE PROVIDED BY THE CITY**

- Past construction or rehabilitation plans
- “Front End” contract documents
- Bid advertisement and other administrative letting services

**ANTICIPATED PROJECT SCHEDULE**

- NTP .....on or before 01/22/24
- Utility Meeting\* ..... week of 2/19/24
- Traffic Study of Proposed Alternative Complete ..... 03/01/24
- Project Alternatives Analysis Complete ..... 03/01/24
- Project Alternatives Analysis Review Meeting..... week of 03/04/24
- Initial Business/Stakeholder Outreach Meetings\* ..... 02/12/24 to 03/08/24
- Initial NDOT Coordination Meeting\* ..... week of 03/11/24
- 50%/Final LOCs Review Submittal ..... 03/29/24
- 50%/Final LOCs City Review Comments Due ..... 04/15/24
- Additional Business/Stakeholder Outreach Meetings\* ..... 04/15/24 to 04/19/24
- ROW Support Begins\* ..... 04/22/24
- Utility Meeting\* ..... week of 04/29/24
- Preliminary Design Public Involvement Meeting\* ..... week of 04/29/24
- NDOT Coordination/Review Meeting\* ..... week of 04/29/24
- Final Plans/Specs Review Submittal..... 05/10/24
- Final Plans/Specs City Review Comments Due ..... 05/24/24
- Bid Package Submittal ..... 06/07/24
- Advertisement for Bid\*\* ..... 06/10/24
- Letting\*\* ..... 06/28/24
- Pre-construction Public Involvement Meeting\*\* .....on or before 08/09/24
- Construction Start\*\* ..... 08/12/24

\* Estimated date – may be adjusted if mutually agreeable

\*\* Estimated date – to be determined by the City

**1. PROJECT MANAGEMENT, COORDINATION, MEETINGS, AND QUALITY CONTROL TASK****1.1 Project Management**

Benesch will provide project controls, a point of contact, initiate and maintain the project schedule and budget, coordinate the work, provide monthly progress reports and invoices to the City, and other activities need to manage the contract between the City and Benesch.

**1.2 Project Alternatives Review Meeting (1 meeting)**

Benesch will schedule and attend a meeting to review the alternatives identified, the findings of the traffic study, and estimated project costs with City staff.

**1.3 Progress Meeting (2 meetings)**

Benesch will schedule and attend a progress meeting at 50% plans and a 100% plans and specifications review meeting with City staff. Included with this task is the creation & distribution of a meeting agenda and follow up meeting notes.

#### 1.4 Public Meetings (2) and Stakeholder meetings (up to 10)

Benesch will schedule and lead a public outreach meeting to discuss the project with residents and businesses after preliminary design is complete. Input from the public will be discussed with the City and incorporated into the design and development of the contract documents. An additional public meeting will be scheduled prior to the start of construction to update the public on the proposed improvements, project schedule, and other information deemed by the City to be of value. During design, Benesch will meet individually or in small groups with businesses and stakeholders next to or near the project to understand potential impacts and their normal operations that might influence construction schedule. Key items that may impact the design will be summarized and presented to the City for guidance on how to adjust the design, if desired.

#### 1.5 City Council Meeting (1 meeting)

If requested by the City, Benesch will attend the City Council meeting to brief members of the City Council on the project.

#### 1.6 Utility Coordination (2 meetings)

Benesch will notify known utility companies in the project area of the proposed project and provide a preliminary plan set to allow the utility companies to determine if any potential utility work is being planned or if any potential utility conflict locations may exist. Any relocations and the nature and timing of the relocations will be documented and included in the bid package contract documents. When feasible and beneficial to the City, the design shall be modified to avoid conflicts as approved by the City.

#### 1.7 NDOT Coordination (2 meetings)

Benesch will schedule and lead discussions with NDOT regarding proposed City improvements, potential impacts to NDOT facilities, and feasibilities to incorporate proposed improvements with current infrastructure and planned NDOT improvements. Discussions shall address roadway, multi-modal, and signal and traffic control infrastructure. Any NDOT-requested changes shall be approved by the City prior to incorporation.

#### 1.8 Quality Assurance / Quality Control

Benesch will provide QA/QC checks for work performed under this scope of work including a formal review before each major milestone.

## **2. SITE INVESTIGATION, TRAFFIC ENGINEERING, AND ALTERNATIVES EVALUATION TASK**

Benesch will obtain data about the existing site using a combination of topographic survey, drone imagery and topographic scanning, pavement sampling, and visual evaluation of the existing pavement.

#### 2.1 Topographic and Drone Survey

The existing site features will be documented using traditional topographic and drone scanning/surveying techniques. Existing pavement, driveways, sidewalk, traffic signals, signs, ground surface, flared end sections/culverts, and above or at-ground level visible features will be located horizontally and vertically. The limits of the surveying efforts shall extend

approximately 400' along centerline of side streets and at least at 30' from edge of traveled way on Giles Road and side streets. Outside edges of adjacent drainage swales and ditches will be surveyed to the top of swale/ditch if located outside the 30' from edge of traveled way.

Surveying efforts are expected to be performed in two (2) stages, the first capturing key information needed to develop alternatives and the second picking up additional details needed to develop a bid package for the selected alternative. Survey control points will be established as part of the initial topographic survey effort.

## 2.2 Pavement Investigation

Benesch will review any available existing records review and perform a visual inspection of the existing pavement for the purposes of cataloging existing assets, identifying existing distresses, locating and quantifying significant distresses in those assets, and determining best locations for pavement coring to determine pavement thickness, composition, and underlying subgrade soil conditions. Some or all concrete pavement cores will be tested for compressive strengths as decided by Benesch. Soil at core locations will be sampled to evaluate in situ conditions (soil type, density, stiffness, and/or moisture content). Up to ten (10) pavement cores locations are expected.

## 2.3 Utility Coordination

Benesch will contact all utilities identified by the City or Nebraska One-Call system to share project information and solicit information regarding their current assets and planned installations or modifications within the project corridor. Visible utility assets will be captured during survey operations and any additional information provided from known utility owners/providers will be incorporated into the base mapping as accurately as possible from the information provided.

Utility information will be reviewed throughout the planning and design process to identify potential conflicts which can be addressed and resolved before or during construction and to provide risk information to potential contractors. Coordination meetings will be held with all utilities in the project corridors during the preliminary and final design phases. Individual meetings will be held with significantly impacted utilities or those with conflicts that might impact construction phasing or the overall timeline. If necessary, Benesch will determine any special requirements for adjustment of manholes, pull boxes, inlets, vaults or valve boxes contained within the proposed work.

Known utility relocation/installation schedules, restrictions for any facility outages, or other information provided by utility owners/providers will be documented and included in the Contract Documents.

## 2.4 Traffic Engineering Analysis

Benesch shall conduct a traffic engineering analysis to evaluate eliminating the existing through/right on-ramp access movement and constructing an additional northbound/westbound lane from east of 120<sup>th</sup> Street/West Giles Road to the Interstate 80 Eastbound On-ramp, designated as an Interstate access only lane. Additionally, adding/maintaining left and right turn lanes at the intersections of Giles Road & 120<sup>th</sup>

Street/West Giles Road and Giles Road & Southport Parkway will be evaluated. Findings will be used to help determine the effectiveness of the strategy, level of service performance at the adjacent intersections, and preferred signal timing. Any adverse impacts to the operations of the Eastbound I-80 ramp will be identified.

## 2.5 Alternatives Evaluation

All information obtained during data collection will be compiled, recommended maintenance, rehabilitation, and improvement strategies identified, and a preliminary construction cost estimate developed for each strategy. Strategies shall consider a combination of rehabilitation efforts including full and partial panel replacement, crack sealing, joint repair, and resurfacing options plus alternatives on how to best accomplish the proposed widening improvements. Consideration of existing joint patterns to accommodate added travel lanes and auxiliary turn lanes will be considered to minimize unnecessary pavement removal. Benesch will prepare a technical memorandum or other similar document summarizing our findings, alternatives considered, costs of those alternatives, evaluation factors considered, and a recommended strategy to advance into design and construction.

## **3. PRELIMINARY DESIGN TASK**

Preliminary design and plans are considered 50% complete and result in a Plan-in-Hand field review and resulting design modifications. The following tasks are included in preliminary design:

### 3.1 Preliminary Design

Benesch will prepare preliminary removal, pavement repair, rehabilitation, and construction/reconstruction plans to accomplish the project goals for pavement sustainability and capacity improvements identified in the selected alternative. This effort shall include determine high-level construction sequencing and constraints necessary to maintain traffic and direct access to businesses and residents.

Preliminary plans and specifications will include proposed traffic signal improvements, signal coordination and/or networking/interconnection improvements, luminaire lighting relocations and/or improvements, bicycle/pedestrian mobility improvements, stormwater improvements, and/or other improvements necessary to accommodate the selected alternative. Preliminary plans shall contain proposed vertical and horizontal alignments, typical cross sections, proposed construction limits and right of way limits, and proposed traffic signal head configurations and/or other permanent traffic control devices excluding for permanent signing.

### 3.2 Construction Estimate

Benesch will prepare a construction cost estimate to accompany the 50% plan submittal including contingency allowance for work elements that may not have been identified or properly quantified at this stage of design.

### 3.3 Plan in Hand/Field Check

Benesch will meet with City staff and evaluate the plans in the field. Determine construction sequencing to maintain traffic and direct access to businesses and residents. Comments and



changes shall be summarized in a memorandum or email correspondence. Revise plans to incorporate comments.

#### **4. FINAL DESIGN & BID PACKAGE DEVELOPMENT TASK**

Final design and plans are considered 100% complete and bid ready except for any modifications to the design based upon client comments on the final bid package. The following tasks are included in final design:

##### **4.1 Final Design**

Final design shall include revisions to preliminary design plans plus typical elements of final design and construction Contract Documents including project cross sections, construction and removal plans, joints and grades, traffic signal details, temporary and permanent traffic control, construction phasing, bid items and estimated quantities, and Status of Utilities documentation.

##### **4.2 Construction sequencing**

Benesch will prepare construction sequencing language to include in the Special Provisions per discussion from the plan in hand/field check discussion.

##### **4.3 Miscellaneous Details**

Benesch will develop miscellaneous special details, conversion of Standard Plates/Plans, and miscellaneous items.

##### **4.4 Special Provisions**

Benesch will prepare special provisions to address requirements not contained in the most current version of the City of Omaha's Standard Specifications for Public Works Construction.

##### **4.5 Construction Estimate**

Benesch will prepare an estimate of anticipated construction cost to accompany the final submittal.

##### **4.6 Permits**

Benesch will prepare the following permit applications and submit to the appropriate entities on behalf of the City (if applicable):

- Storm Water Pollution Prevention Plan (via PCWP Permix site)
- NPDES General Permit
- Floodplain Permit Application

##### **4.7 Bid Letting Assistance**

Benesch will respond to contractor inquiries during the bidding process, assistance to the City in writing addendums to the bid documents, evaluation of bids, and recommendation of award.

#### **5. CONSTRUCTION ENGINEERING SERVICES**

Construction engineering services are anticipated to be provided on this project. Due to the unknown nature of critical details pertaining to construction to be performed and the overall construction schedule, these services will be added under a supplemental agreement prior to the start of construction.

# Consulting Engineering Services for

Giles Road, BNSF Bridge to I-80, Improvements  
City of La Vista, Nebraska

## Project Summary

Task	Personnel Services										Reimbursables	
	E1a - Professional Engineer/Project Manager	E2 - Professional Engineer (Staff)	E2a - Project Scientist II, Project Engineer II	E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	E3a - Project Coordinator II, Construction Representative III	E3b - Project Coordinator I, Construction Representative II	E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	Total Hours	Subtotal	Subtotal	Estimated Fee
Task 1 PM, Coordination, Meetings, & QC	80	12	0	0	0	0	24	0	116	\$ 24,276.92	\$ 300	\$ 24,576.92
Task 2 Site Inv, Traffic Engg. & Alternatives Eval	0	33	0	40	96	0	114	50	333	\$ 46,454.90	\$ 5,170	\$ 51,624.90
Task 3 Preliminary Design	0	80	0	0	120	0	240	200	640	\$ 83,409.77	\$ 800	\$ 84,209.77
Task 4 Final Design & Bid Package Development	0	40	8	60	0	0	160	120	388	\$ 50,838.23	\$ 500	\$ 51,338.23
Task 5 Construction Engineering	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Subtotal	80	165	8	100	216	0	538	370	1477			
Project Subtotal	\$ 204,979.82										\$ 6,770	\$ 211,749.82

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
MEMORANDUM OF UNDERSTANDING & INTERLOCAL AGREEMENT – OUTDOOR WARNING SIRENS	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	PAM BUETHE – CITY CLERK D.J. BARCAL – ACTING CHIEF OF POLICE

**SYNOPSIS**

Resolutions have been prepared to approve the execution of a Memorandum Of Understanding (MOU) for operational control of the outdoor warning sirens and the execution of an Interlocal Agreement for improvements to the outdoor warning sirens, both agreements are with Sarpy County.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Outdoor Warning Siren System in Sarpy County consists of numerous sirens located throughout the county. The system is used to warn those outdoors to take shelter and seek emergency information when a potentially life-threatening hazard is possible, imminent, or occurring. The sirens are owned by various public and private entities but operationally controlled the County. The system is fully functional but has issues and limitations including vulnerability to hacking, lack of status monitoring or reporting capabilities, inability to activate for the specific location of the hazard/threat, some are obsolete and some lack backup power.

Sarpy County has allocated funds from the American Rescue Plan Act (ARPA) to cover 100% of the costs to eliminate these issues and limitations by installing a new control system with redundant backup, upgrade existing sirens for compatibility, replace obsolete sirens, and add battery backup to sirens lacking it currently at an estimated total cost of \$917,000.

The Memorandum of Understanding is to establish a formal understanding between Sarpy County and the City regarding ownership, operational control, repair, and maintenance of the outdoor warning sirens. The City, as the siren owner, relinquishes operational control to the County and the County agrees to operationally control sirens on behalf of the City. The City will maintain ownership and be responsible for all costs associated with operation, repair, and maintenance of the sirens within the city limits of La Vista, which is what we are currently responsible for.

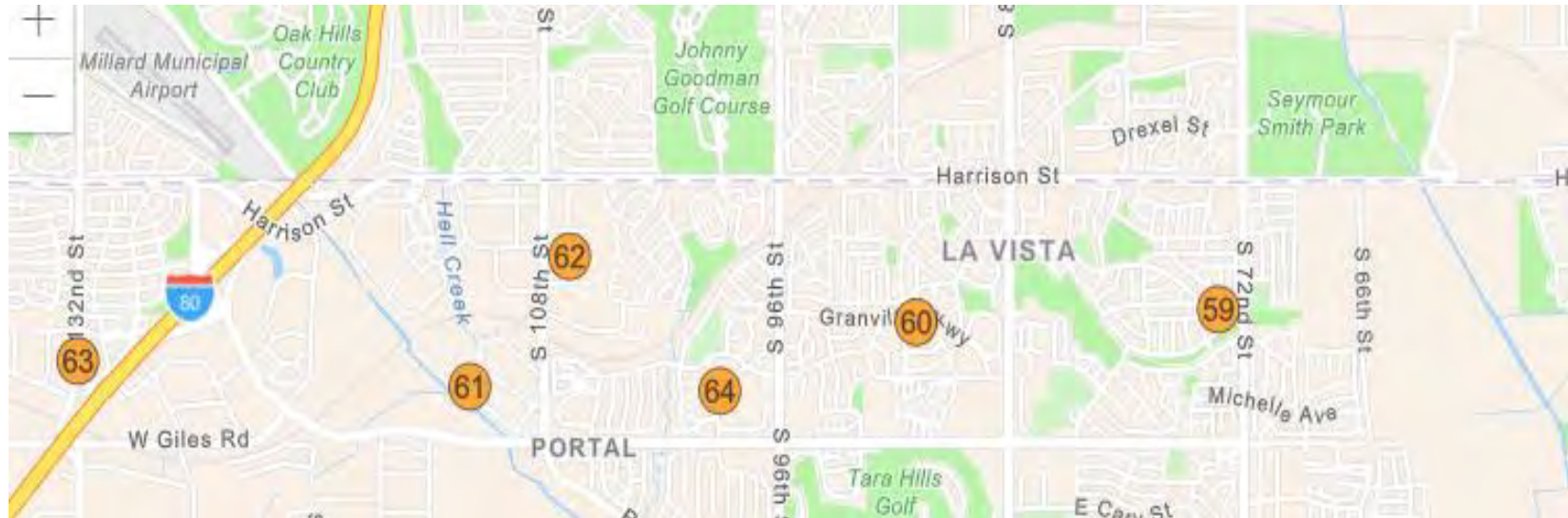
The Interlocal Agreement is necessary for improvements to the outdoor warning siren system for which the County will fund 100% of the cost of improvements to the outdoor warning siren system through previously approved ARPA funds.

Sirens in the City of La Vista

(There is a siren in SID 55 The Meadows and one in SID 172 Centech Business Park which are in our ETJ but are the responsibility of those SIDs)

City	Active	System Owner	Site #	Address 1	Devices	Range	Notes	Address 2
La Vista	Yes	La Vista, NE	59	7311 Lillian Ave	2001-DC, DCFCU, 10A6	4500	120VAC overhead, DC cabinet will need to be replaced to go 2-way. Unable to get inside the cabinet	Apollo Park
La Vista	Yes	La Vista, NE	60	7609 S 89th St	2001-DC, DCFCU, 10a6	4500	02/23/2022 - Unit will need a DCFCTBDU Cabinet. This unit is DC Only	N side of parking lot for Parkview Heights Elementary
La Vista	Yes	La Vista, NE	61	10917 Harry Watanabe Pkwy	2001-DC, DCFCU, 10a6	4500	02/23/2022 - Unit will need a DCFCTBDU Cabinet, Unit is DC only	SW of Yahoo Data Center
La Vista	Yes	La Vista, NE	62	7059 S 107th ST	2T22A-AC, FCU, 10a6	2400	02/23/2022 - This is a 2T22A with a FCU Controller	NW Side of Millard Metal Services
La Vista	Yes	La Vista, NE	64	9911 Idora St	2001-AC, DCFCBU, 10a6	4500	02/23/2022 - Will need upgrade kit and 48vdc charger to go 2-way	Backyard of Residence

## Sarpy County Emergency Alert Sirens located in La Vista



- 59 Apollo Park
- 60 Parkview Heights/Granville Parkway
- 61 Harry Andersen & 110<sup>th</sup> Street
- 62 107<sup>th</sup> Street & between Gertrude & Olive
- 63 SID – 132<sup>nd</sup> Street between Chandler & Centech Road (SID responsibility)
- 64 Idora Street & 100<sup>th</sup> Street

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH SARPY COUNTY FOR OWNERSHIP, OPERATIONAL CONTROL, REPAIR AND MAINTENANCE OF THE CITY OF LA VISTA OUTDOOR WARNING SIRENS.

WHEREAS, the City desires to enter into a Memorandum of Understanding with Sarpy County for ownership, operational control, repair and maintenance of the City's outdoor warning sirens; and

WHEREAS, the Memorandum of Understanding identifies the roles and responsibilities of the parties as they relate to outdoor warning siren operation and maintenance; and

WHEREAS, the City will maintain ownership and be responsible for all costs associated with operation , repair, and maintenance of the sirens within the city limits; and

WHEREAS, the City relinquishes operational control to the County who agrees to operationally control sirens on behalf of the City; and

WHEREAS, the Memorandum of Understanding shall remain in effect from the date of execution until a party chooses to terminate it by giving thirty (30) days written notice.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize execution of a Memorandum of Understanding with the Sarpy County for ownership, operational control, repair and maintenance of the City of La Vista Outdoor warning sirens.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY 2024.

CITY OF LA VISTA

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

ATTEST:

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

## **MEMORANDUM OF UNDERSTANDING BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA**

This Memorandum of Understanding ("MOU") is entered into by and between the City of La Vista (hereinafter "Siren Owner"), and Sarpy County (hereinafter "County"). The Siren Owner and County may be collectively referred to as the "Parties" or individually as a "Party".

01. PURPOSE. The purpose of this MOU is to establish the cooperative relationship between the Parties regarding ownership, operational control, repair and maintenance of outdoor warning sirens (hereinafter "siren").
02. EFFECTIVE DATE. This MOU shall be in full force and effect as of the date of execution hereof by the last of the parties hereto (such last date, the "Effective Date").
03. DURATION/TERMINATION. The Parties agree that this MOU shall remain in full force and effect until a Party chooses to terminate it by giving thirty (30) days written notice.
04. SIREN CONTROL. The Siren Owner agrees to relinquish operational control of its siren(s) to the County. The County agrees to operationally control the siren(s) on behalf of the Siren Owner.
05. OWNERSHIP. The Siren Owner shall maintain ownership of the siren(s), pole(s) and all attached components. Furthermore, the Siren Owner shall remain responsible for all costs associated with the operation, repair, and maintenance of their siren(s). No provision of this MOU shall be construed to create any type of joint ownership in any property or create any other rights or liabilities except as expressly set forth herein.
06. POLICY. The Parties agree to follow the policies established in the Sarpy County Outdoor Warning Siren Policy Guide (hereinafter "Policy Guide"), the terms of which are incorporated herein by this reference. The Siren Owner will be notified when updates and revisions to the Policy Guide are planned.
07. INSURANCE AND IDEMNIFICATION. To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party and its agents, officials, and employees, from liabilities, damages, losses, and costs including but not limited to reasonable attorney's fees, to the extent caused by the negligence, omission, or wrongful conduct of a Party, its agents, officials and employees and other persons employed or utilized by a Party in the performance of the agreed upon services.
08. GOVERNING LAW. This MOU shall be governed by and construed under the laws of the State of Nebraska, which shall be the forum for any lawsuits arising from an incident to this MOU.
09. MODIFICATIONS. Any additions or modifications to this MOU must be evidenced in writing and signed by both Parties. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed, and the remainder of this MOU will remain in full force and effect.

10. COOPERATION. The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this MOU, and the parties hereto shall further perform the applicable provisions of this MOU and the Policy Guide in good faith and with due diligence and in cooperation with other parties. The parties shall refrain from taking any action that is inconsistent with the terms hereof.



Dated this 25th day of April, 2023

SARPY COUNTY, NEBRASKA



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SARPY COUNTY BOARD OF COMMISSIONERS

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF LA VISTA, NEBRASKA

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MAYOR, CITY OF LA VISTA



## SARPY COUNTY

### EMERGENCY MANAGEMENT AGENCY

1210 Golden Gate Dr STE 1310 • Papillion, NE 68046

Phone (402) 593-5785 • [www.sarpy.gov/ema](http://www.sarpy.gov/ema)

# Outdoor Warning Siren System Policy Guide

Date: 01/15/2024

## 1. Purpose

The purpose of this guide is to establish policies for the Sarpy County Outdoor Warning Siren System (System). Any planned deviation from the policies in this guide must be approved by the Sarpy County Emergency Management Agency (EMA).

## 2. Overview

The System consists of numerous outdoor warning sirens (sirens) located throughout the county that are wirelessly linked to an integrated control system. The sirens are used to warn those outdoors to take shelter, and then seek emergency information, when a potentially life-threatening hazard is possible, imminent, or occurring.

## 3. Ownership

The sirens in the System are owned by various public and private entities (Siren Owner) but are operationally controlled by Sarpy County through a memorandum of understanding. The Siren Owner maintains ownership of the siren, pole, and all attached components and is responsible for all costs associated with the operation, repair, and maintenance of the siren. Sarpy County owns the control system and is responsible for all costs associated with its operation, repair, and maintenance.

## 4. Management

The Sarpy County EMA is responsible for overall management of the System and for maintaining these policies. The Siren Owner shall keep at least one contact (Siren Contact) for their siren on file with the Sarpy County EMA for system coordination and emergencies.

## 5. Activation

The sirens are activated through the Sarpy County Emergency Communications Center. When activated, the sirens will produce a steady tone for approximately three minutes. There is no *all-clear* siren activation. The sirens may be activated multiple times if additional warnings are issued, or additional hazards emerge. The sirens are activated when:

- The National Weather Service issues a Tornado Warning or a Severe Thunderstorm Warning with the Destructive Damage Threat tag.
- A public safety official reports tornadic activity or destructive winds.
- A dangerous situation occurs which requires the public to immediately seek shelter.

In Gretna and Springfield, the sirens are also activated for fire calls between the hours of 8:00 a.m. and 6:00 p.m. seven days a week. For fire calls, the siren produces a wail tone (alternates high/low sound).

## 6. Testing

Tests of the System are regularly conducted March through October on the first Wednesday of the month at 11 a.m. The Siren Owner is responsible for ensuring their siren is being monitored during tests to confirm functionality. Tests may be cancelled if severe weather is possible or if temperatures are expected to be too cold. A notification will be sent to the Siren Contacts if a scheduled test is going to be postponed or cancelled, or if a special test is going to be conducted.

## 7. Placement

The placement of sirens must be coordinated with the Sarpy County EMA. Sirens shall be placed in the public right-of-way, in an elevated area clear of large obstructions, near a road (preferably paved) to allow for servicing, and at a location that provides optimal coverage while avoiding excessive redundancy. A memorandum of understanding between Sarpy County and the Siren Owner shall be in place prior to a siren being added to the System.

## 8. Configuration

The following table displays the standard siren configuration for the System. Sirens installed prior to the establishment of this policy shall be modified by the Siren Owner to reflect the standard siren configuration when the existing components become obsolete or are in disrepair. Sirens shall be ordered through and installed by a factory trained and authorized Federal Signal service center (Service Center).

#	Model Number	Part Type	Description
1	2001-130	Siren Head (Top of Pole)	130 dB rotating siren
2	DCFCTBDU	Siren Controller	UHF Siren Controller with sensor kit
3	2001TRBP	Transformer Rectifier	Transformer/Rectifier to convert 220/240vac to 48vdc
4	OMNI-15	Antenna	UHF Antenna
5	AMB-P	Antenna Mounting Bracket	Antenna mounting bracket for a pole
6	TK-PO-GALDBPOL1	50' Galvanized Steel Pole	50' Galvanized steel pole with equipment mounting points and wire entrance ports
7	IK-BATT-STD	(4) Standard Batteries	Standard batteries
8	TK-S-CPSYSOP-CU	System Optimization	Factory services to program and test siren after installation

## 9. Maintenance

The Siren Owner shall have siren batteries replaced as soon as they show signs of diminished performance or at least every five (5) years. The Siren Owner shall ensure that the siren site (a fifteen (15) foot radius around the siren) remains clear of any obstructions that could interfere with the operation of or access to the siren.

## 10. Repair

Upon receiving a report that a siren is malfunctioning or that components are damaged or missing, the Siren Owner shall take appropriate and timely action to resolve the issue. If the Siren Owner fails to take appropriate and timely action to resolve the issue, the Sarpy County EMA will contract with a Service Center or other service provider to resolve the issue. The County will then bill the Siren Owner for the cost of service or repair plus a ten (10) percent administrative fee.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY FOR IMPROVEMENTS TO THE OUTDOOR WARNING SIREN SYSTEM THROUGH PREVIOUSLY APPROVED AMERICAN RESCUE PLAN ACT (ARPA) FUNDS RECEIVED BY SARPY COUNTY.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City to enter into an interlocal cooperation agreement for the purpose of improvements to the outdoor warning siren system; and

WHEREAS, the City of La Vista desires to collaborate with Sarpy County for the improvements to the city outdoor warning siren system.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with Sarpy County for improvements to the outdoor warning siren system through previously approved American Rescue Plan Act (ARPA) funds received by Sarpy County subject to modifications as the City Administrator deems necessary to maintain the existing level of service in the City and further direct the City Clerk to attest the same.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY, 2024

CITY OF LA VISTA

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

ATTEST:

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

## INTERLOCAL COOPERATION AGREEMENT

This Agreement is made as of the dates indicated at the signatures below by and among the City of La Vista, of Sarpy County, Nebraska (hereinafter referred to as “City”) and Sarpy County, State of Nebraska (hereinafter referred to as “County”). (Collectively, City and County are hereinafter sometimes referred to as the “Parties”).

### RECITALS

WHEREAS, County is a duly existing body, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, City is a duly existing body corporate and politic in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and the Decree of the District Court of Sarpy County, Nebraska.

WHEREAS, in order to promote the health, safety, and welfare of the residents of all of the parties to this Agreement and pursuant to the authority granted to the parties per the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et. seq.*, City and County are authorized to enter into this Agreement with each other to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

WHEREAS, City presently owns and maintains multiple outdoor warning sirens; and,

WHEREAS, through a memorandum of understanding, City agreed to relinquish operational control of its outdoor warning sirens to County, and County agreed to operationally control City’s outdoor warning sirens on behalf of City; and,

WHEREAS, County is pursuing an upgrade to the current outdoor warning siren system to include improvements to siren security, functionality, and reliability; and,

WHEREAS, County agrees to fund one-hundred percent (100%) of the cost of such improvements, which will remain owned and maintained by City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, City and County do hereby agree and contract with each other as follows:

1. Outdoor Warning Siren System Improvements. The Outdoor Warning Siren System Improvements (the “Improvements”) will include an upgrade to the current outdoor warning siren system and include improvements (upgrades and/or replacements) to sirens currently

owned by City.

2. Actual Total Cost. County agrees to fund the Outdoor Warning Siren System Improvements (including equipment and labor) at 100% of the Actual Total Cost of such improvements.
3. Incorporation of Recitals. The Recitals set out above are hereby incorporated within and part of this Agreement.
4. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.
5. Plans and Design. County will contract with Blue Valley Public Safety for the Outdoor Warning Siren System Improvements which includes construction administration and construction management. City agrees to provide County access to the site(s) and to cooperate with County until completion of the Improvements.
6. Timing of Work. Subject to the conditions and provisions hereinafter specified, County and City agree that the Improvements should be completed by July 1, 2024.
7. Completion. Upon completion of the Improvements, County and City agree that City will continue to own and maintain the outdoor warning siren at its own cost.
8. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
9. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.
10. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska. Claims will be brought in the Sarpy County District Court or the United States District Court for the District of Nebraska.
11. Entire Agreement. This instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement.
12. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

13. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
14. Conflict of Interest. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.
15. Authority. Each Party hereto represents and covenants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such Party.
16. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.
18. Assignment. This Agreement shall be binding upon the Parties and their respective successors and assigns. The covenants, warranties and other obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The Parties agree that a Party's obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by such respective heirs, personal representatives, successors and assigns.
19. Indemnification. Each Party agrees to release, indemnify and hold harmless ("Indemnifying Party") the other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the

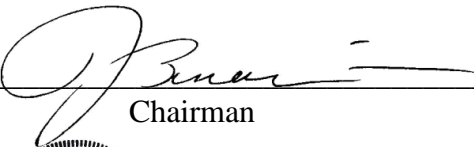


Indemnifying Party, or the officers, officials, employees, agents or contractors of the Indemnifying Party related to or arising out of the terms and requirements of this Agreement.


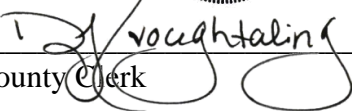
IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed on the dates indicated with the signatures below.

Executed by the County of Sarpy, Nebraska, this 25th day of April, 2023.

COUNTY SARPY, NEBRASKA

By:   
Chairman

ATTEST:

  
  
County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy County Attorney

Executed by City of La Vista, of Sarpy County, Nebraska, this \_\_\_\_ day of \_\_\_\_\_,  
2024.

CITY OF LA VISTA, OF SARPY COUNTY, NEBRASKA,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADVERTISEMENT FOR BIDS – EDGEWOOD BLVD, VALLEY RD, GREENLEAF DR.	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the advertisement for bids for pavement rehabilitation on Edgewood Blvd, Valley Rd and Greenleaf Dr.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

As part of the City's Pavement Management Plan and the Capital Improvement Program, the above aforementioned residential streets have been selected to be the next phase of roadways to receive pavement rehabilitation. The Pavement Condition Index (PCI) numbers and field review of the roadway segments indicate that the rehabilitation solution best suited for this project is mill and overlay for the asphalt over concrete segments and concrete panel repair for the full depth concrete segments. Certain ADA ramps within the project areas will also be reconstructed to current standards. The project is anticipated to be completed within the current fiscal year and will include both residents and stakeholders (such as La Vista Middle School) along and adjacent to the project.

Preparation of plans and specifications for this project have been completed by Thompson, Dressen and Dorner (TD2). The Engineer's Estimate for the proposed items of work is \$1,700,000. The recommended schedule for bidding this work is:

Publish Notice to Contractors  
Open Bids  
Council Award Contract

January 24 and January 31, 2024.  
February 9, 2024 at 10:00 am at City Hall  
February 20, 2024

The Notice to Contractors will also be posted on the City's web site and at [www.standardshare.com](http://www.standardshare.com). A copy of the Notice to Contractors is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PAVEMENT REHABILITATION.

WHEREAS, the Mayor and Council have determined that the pavement rehabilitation on Edgewood Boulevard, Valley Road and Greenleaf Drive is necessary; and

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

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

Publish Notice to Contractors	January 24, 2024 and January 31, 2024
Open Bids	February 9, 2024 at 10:00am at City Hall
City Council Award Contract	February 20, 2024

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for pavement rehabilitation.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY 2024.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – THE HEART AND MIND OF THE GUARDIAN TRAIN THE TRAINER COURSE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KARL MEISTER POLICE OFFICER

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of The Heart and Mind of the Guardian, Train the Trainer course from Blue Courage, Elmhurst, IL in an amount not to exceed \$22,280.

**FISCAL IMPACT**

The FY22 Law Enforcement Agency De-Escalation Grants - Community Policing Development Solicitation grant provides funding for the proposed training.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In 2022, the Police Department received a \$75,000 grant for the development of de-escalation training. De-escalation training teaches individuals how to assess and manage tense situations so they don't escalate into a full blown conflict or that they can dial down a conflict that has already erupted. A portion of this grant will be utilized to put 10 Police Department employees through both a 16-hour participant course and a Train the Trainer course. The goal of this training is to utilize those skills and the curriculum provided to train all of the Police Department employees, both sworn and civilian.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF THE HEART AND MIND OF THE GUARDIAN, TRAIN THE TRAINER COURSE FROM BLUE COURAGE, ELMHURST, IL IN AN AMOUNT NOT TO EXCEED \$22,280.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of this training course is necessary for the continuing education in de-escalation skills for sworn and civilian employees of the La Vista Police Department.

WHEREAS, the FY22 Law Enforcement Agency De-Escalation Grants - Community Policing Development Solicitation grant 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.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of The Heart and Mind of the Guardian, Train the Trainer course from Blue Courage, Elmhurst, IL in an amount not to exceed \$22,280.00.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY 2024.

CITY OF LA VISTA

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

ATTEST:

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



## **Blue Courage®** **for the La Vista Police Department** **December 19, 2023**

The Blue Courage® educational process enhances the capacity of individuals to maximize their potential and to align their purpose with the mission of their organization while paving the path for peak performance, leadership development and improved well-being.

Our process is one of continuing education through the development of a reinforcing culture and a style of leadership that embodies the high character and ability that the profession demands. This process will influence the influencers – the teachers, trainers, and leaders who shape and develops those in their care.

### **Blue Courage®: The Heart and Mind of the Guardian Course**

The Blue Courage®: The Heart and Mind of the Guardian is an IADLEST certified, 2-day education process provides foundational leadership development for 21<sup>st</sup> Century policing. Designed for all levels of the organization, it promotes and nourishes the mental, physical, spiritual, and emotional well-being and overall health of police officers. Blue Courage® instills and reaffirms a personal and professional commitment to the highest ideals of the policing profession, it provides skills to optimize performance through resilience, mindfulness, and ethical decision making, and helps attendees to define and embrace the positive and healthy aspects of police cultures.

### **The 3-day Blue Courage® Certification Course (train the trainer)**

The train the trainer provides all necessary tools, materials and coaching that ensure participants have the capacity to teach the 2-day course to their organization, promoting a sustainable educational process infused with the Blue Courage® philosophy. In order to attend the certification course, a prerequisite is to attend the 2-day Blue Courage® course.

These two courses are typically scheduled as a **Blue Courage® Academy** which is a 5-day educational process that consists of the 2-day course immediately followed by the 3-day certification.



## Blue Courage Course Offerings Pricing thru June 2024

Course	Qty.	Unit Cost	Investment
<b>Blue Courage® Heart and Mind of the Guardian 2-day Course</b> Facilitated by (2) trainers and includes materials for up to 25 participants (participant kit includes: participant manual, pocket guide, Nobility of Policing book, learning journal, mirror) *additional kits must be purchased for each additional participant over 25 (\$96.20/each)	1	\$7,480.00	\$7,480.00
<b>Blue Courage® Certification Course</b> (3-day class) 10 participants maximum; facilitated by (1) trainer <b>Note:</b> attendees must have completed the 2-day Blue Courage Course (materials purchased separately)	1	\$5,400.00	\$5,400.00
<b>Blue Courage® Facilitation Kit for participants</b> (one kit must be purchased in addition for each participant of the Certification course)	10	\$550.00	\$5,500.00
<b>Estimated Shipping based on 10 certifications</b>	1	\$300.00	\$300.00
<b>Travel Estimate:</b> Travel and materials shipping will be invoiced at actual cost. Travel costs include: airfare, lodging, ground transportation and meal per diem for the 5-day Academy.	1	\$3,600.00	\$3,600.00
<b>Estimated Total Investment</b>			\$22,280.00
<b>Mentoring / In class Coaching for Blue Courage® 2-day Course</b> In-person coaching for 2-days facilitated by (1) Blue Courage Master Trainer **Materials purchased separately; at a minimum, (1) Participant Guidebook must be purchased for each participant (pricing list attached)			\$4,000.00/ each 2-day class
<b>Estimated Travel for (1) Facilitator</b> -to be invoiced at cost with associated receipts. Includes airfare, lodging, ground transportation and meal per diem.			\$1,700.00

*\*\* If, upon inspection and verification of the request and requirements, there are changes or discrepancies, we retain the right to adjust this proposal. **This proposal is valid for a period of 30 days, beyond that please request an updated proposal.***





## Blue Courage®: The Heart and Mind of the Guardian Course Materials Menu

### Blue Courage® Participant Kit:

The Blue Courage® course was designed at its most influential and engaging experience when utilizing the entire participant kit. The participant kit consists of: Blue Courage® Participant Guidebook, Nobility of Policing book (available as a soft or hard cover), HeartMath's Resilience Advantage Pocket Guide, the Blue Courage® Journal, and the Blue Courage® Mirror.

Item	Quantity	Unit Price
Participant Kit (with hard cover Nobility of Policing book)	1-50	\$102.00
	51-100	\$96.50
	101 +	\$92.00
Participant Kit (with soft cover Nobility of Policing book)	1-50	\$96.20
	51-100	\$90.00
	101 +	\$87.30

### Blue Courage® Participant Kit Contents - Individually Priced:

We understand that purchasing the entire participant kit isn't always conducive to budgets and training plans. Below is a breakdown of each item provided in the entire participant kit, priced individually. At minimum, a participant guidebook (whether purchased as a pre-printed hard copy or a license to print your own copies) is required when teaching the Blue Courage® course.

#### Participant Guidebooks

Quantity	Unit Price
1-50	\$56.00
51-100	\$54.00
101 +	\$52.00

#### Resilience Advantage Pocket Guide

Quantity	Unit Price
1-50	\$15.00
51-100	\$14.25
101 +	\$13.75





## Nobility of Policing: Hard Cover

Quantity	Unit Price
1-50	\$19.95
51-100	\$19.00
100+	\$18.95

## Soft Cover

Quantity	Unit Price
1-50	\$13.95
51-100	\$12.95
100+	\$11.95

## Blue Courage® Journal

Quantity	Unit Price
All	\$7.00

## Blue Courage® Mirror

Quantity	Unit Price
All	\$8.50

## License to Print Blue Courage® Participant Guidebook

**\*Note: A signed license agreement is required.**

Quantity	Unit Price
150-250	\$25.00
251-350	\$22.00
351-500	\$20.00
501+	\$17.00
*High quantities	Ask for Pricing



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 16, 2024 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of two (2) 2024 Chevrolet Tahoe Police vehicles from Greg Young Chevrolet Auto Group, Omaha, NE and up-fitting from Jones Automotive, Omaha, NE in an amount not to exceed \$148,580.26.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

This purchase was budgeted as part of the FY24 budget. The cost of this purchase is below the Nebraska State Bid cost.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 2024 CHEVROLET TAHOE POLICE VEHICLES FROM GREG YOUNG CHEVROLET AUTO GROUP, OMAHA, NEBRASKA AND UP-FITTING FROM JONES AUTOMOTIVE, OMAHA, NE IN AN AMOUNT NOT TO EXCEED \$148,580.26.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) new marked police vehicles are necessary, and

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

WHEREAS, the cost of this purchase is below the Nebraska State Bid cost, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two (2) 2024 Chevrolet Tahoe Police vehicles from Greg Young Chevrolet Auto Group, Omaha, Nebraska and up-fitting from Jones Automotive, Omaha, NE in an amount not to exceed \$148,580.26.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY 2024.

CITY OF LA VISTA

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

ATTEST:

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



December 22, 2023

Dear City of LaVista,

Thank you for considering Gregg Young for your Tahoe PPV 4WD purchase. I have quoted the pricing below for you to review. Please submit your purchase order for confirmation as soon as you can (I realize there is a process) and **sign this proposal and return to confirm price with your options.**

**2024 Chevrolet Tahoe Police 4WD**

**\$50,278.00 EACH**

**Package/Price includes:**

Safety Package

Tinted Glass

Black Color

Bucket Seats with Center Console Delete

**Additional options:**

Spotlight (left A-pillar) installed from Manufacturer with Ship Thru \$ 858.00 EACH

Wiring Harness (6J3) Grille Lamps & Siren \$ 92.00 EACH

Government Manufacturer Incentive (\$ 1,650.00)

**Total (with Shipment & Delivery) \$49,578.00 EACH**

Thank you and please let me know if you have further questions.

Pamela Kulhanek  
Commercial and Government Account Manager  
402-301-7044 (direct cell)  
Pamela.Kulhanek@gyautogroup.com

# JONES AUTOMOTIVE

1223 S 20TH ST  
OMAHA, NE 68108-3404  
402-345-8383 M-F 7AM-4PM

## \* \* \* \* Quote / Estimate \* \* \* \*

Quote #: 3917

**Sold To:**

LA VISTA POLICE DEPT.  
7701 S. 96TH ST.  
LA VISTA NE 68128  
Business Phone: 402-331-1353

Date: 12/11/23

Contact Number:

Quote Sale: 67

Unit #:

Vehicle:

License:

Mileage: 0

Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
<b>BLAC-RAC - SETINA -</b>								
BLAC-RAC WEAPON MOUNT W/O MNT	STGK1409E	1.00	659.00	0.00	0.00	0.00	659.00	
FABRICATION	FAB	1.00	15.00	0.00	0.00	0.00	15.00	
ADJUSTABLE GUNLOCK TIMER	SC-7009-A	1.00	41.99	0.00	0.00	0.00	41.99	
PUSHBUTTON SWITCH	SC-1902	1.00	11.13	0.00	0.00	0.00	11.13	
Authorized								<b>727.11</b>
<b>LABOR - -</b>								
LABOR	HO2000E	3.00	0.00	130.00	0.00	0.00	390.00	
Authorized								<b>390.00</b>
<b>MISCELLANEOUS - -</b>								
MISCELLANEOUS SUPPLIES	MISC	1.00	15.00	0.00	0.00	0.00	15.00	
INBOUND SHIPPING AND HANDLING	FRT1	1.00	50.00	0.00	0.00	0.00	50.00	
Authorized								<b>65.00</b>

If this bid for product and installation is accepted and your vehicle is delivered, we will do our best to expedite the installation process. However, the timely installation of the product will be contingent on our workload at that time.

Freight charge may vary and will be billed accordingly.

A convenience fee of 3 to 4% of the total payment amount will be charged if you pay by credit card.

Quote Notes: QUTOE TO INSTALL A BLAC-RAC IN THE SADDLE BAG OF  
A HARLEY DAVIDSON MOTORCYCLE

<b>Parts:</b>	<b>792.11</b>
<b>Labor:</b>	<b>390.00</b>
<b>Shop Supplies</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>1,182.11</b>
<b>Sales Tax:</b>	<b>0.00</b>

Quote expires: 02/09/24

**Total: \$1,182.11**

# JONES AUTOMOTIVE

1223 S 20TH ST  
OMAHA, NE 68108-3404  
402-345-8383 M-F 7AM-4PM

## \* \* \* \* Quote / Estimate \* \* \* \*

Quote #: 3912

Date: 12/07/23

Quote Sale: 67

Sold To:

Contact Number:

Unit #:

LA VISTA POLICE DEPT.

Vehicle:

7701 S. 96TH ST.

License:

LA VISTA NE 68128

Mileage: 0

Business Phone: 402-331-1353

Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
<b>LIGHTBAR - WHELEN -</b>								
BB8DEDE LIBERTY II	PNOSTK	1.00	1,926.75	0.00	0.00	0.00	1,926.75	
HOOK KIT	PNOSTK	1.00	0.00	0.00	0.00	0.00	0.00	
WATERPROOF FITTING	KE007-2004-0	1.00	59.00	0.00	0.00	0.00	59.00	
Authorized								<b>1,985.75</b>
<b>PUSHBUMPER - SETINA -</b>								
PUSHBUMPER ALU TAHOE 2021	STBK0534TAH21	1.00	539.00	0.00	0.00	0.00	539.00	
Authorized								<b>539.00</b>
<b>LOWER FRONT BUMPER LIGTHS - WHELEN -</b>								
TLI3JC	PNOSTK	2.00	179.14	0.00	0.00	0.00	358.28	
Authorized								<b>358.28</b>
<b>BUMPER SPOT LIGHTS - WHELEN -</b>								
PIONEER NANO 6 LED BLACK	WHNP6BB	2.00	273.43	0.00	0.00	0.00	546.86	
Authorized								<b>546.86</b>
<b>FRONT WIG-WAG - FACTORY -</b>								
CONNECT FACTORY FRONT WIG-WAG	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
Authorized								<b>0.00</b>
<b>3/4 WINDOW LIGHTS - WHELEN -</b>								
TLI3JC	PNOSTK	2.00	179.14	0.00	0.00	0.00	358.28	
ION T-SERIES UNIVERSAL MOUNT	WHTIONBKT1	2.00	15.43	0.00	0.00	0.00	30.86	
Authorized								<b>389.14</b>
<b>REAR PLATE LIGHTS - WHELEN -</b>								
TLI3JC	PNOSTK	2.00	179.14	0.00	0.00	0.00	358.28	
TIONBKT2	PNOSTK	1.00	40.29	0.00	0.00	0.00	40.29	
Authorized								<b>398.57</b>
<b>UNDER HATCH LIGHTS - WHELEN -</b>								
ION T-SERIES R/B	WHTLI2J	2.00	162.00	0.00	0.00	0.00	324.00	
MERCURY TILT SWITCH	LEAU-46PKG	1.00	8.04	0.00	0.00	0.00	8.04	
Authorized								<b>332.04</b>
<b>REAR WIG-WAG - FACTORY -</b>								
CONNECT FACTORY REAR WIG-WAG	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
Authorized								<b>0.00</b>
<b>SIREN SPEAKER - WHELEN -</b>								
SPEAKER	WHS315P	1.00	335.14	0.00	0.00	0.00	335.14	
SAK9 SPEAKER BRACKET	PNOSTK	1.00	42.00	0.00	0.00	0.00	42.00	
Authorized								<b>377.14</b>
<b>SIREN CONTROLLER - WHELEN -</b>								
C399 CORE CONTROLLER	PNOSTK	1.00	1,150.29	0.00	0.00	0.00	1,150.29	
CCTL6 CONTROLLER	PNOSTK	1.00	384.86	0.00	0.00	0.00	384.86	
C399K6 CANPORT CONNECTOR	PNOSTK	1.00	153.43	0.00	0.00	0.00	153.43	
Authorized								<b>1,688.58</b>

# JONES AUTOMOTIVE

1223 S 20TH ST  
OMAHA, NE 68108-3404  
402-345-8383 M-F 7AM-4PM

## \* \* \* \* Quote / Estimate \* \* \* \*

Quote #: 3912

Date: 12/07/23

Quote Sale: 67

Sold To:

Contact Number:

Unit #:

LA VISTA POLICE DEPT.

Vehicle:

7701 S. 96TH ST.

License:

LA VISTA NE 68128

Mileage: 0

Business Phone: 402-331-1353

Vin#:

### HOWLER - WHELEN -

CHOWLER	PNOSTK	1.00	769.71	0.00	0.00	0.00	769.71
HWLRB32	PNOSTK	1.00	222.86	0.00	0.00	0.00	222.86
Authorized							<b>992.57</b>

### CONSOLE - HAVIS -

C-VSW-1005-TAH-PM-2	PNOSTK	1.00	924.94	0.00	0.00	0.00	924.94
EQUIPMENT BRACKET	HC-EB40-SSP-1P	1.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT BRACKET	HC-EB25-XTL-1P	1.00	0.00	0.00	0.00	0.00	0.00
SINGLE LIGHTER PLUG AND USB	HC-W-LP1-USB	1.00	100.29	0.00	0.00	0.00	100.29
SELF-ADJUSTING CUPHOLDER	HCUP2-1001	1.00	51.69	0.00	0.00	0.00	51.69
Authorized							<b>1,076.92</b>

### MOBILE DATA - HAVIS -

HD TELESCOPING POLE 8.5"	HC-HDM-204	1.00	177.45	0.00	0.00	0.00	177.45
DOCKING STATION	HDS-PAN-432	1.00	979.71	0.00	0.00	0.00	979.71
Authorized							<b>1,157.16</b>

### E-CITATION - -

BROTHER POCKETJET 8 PRINTER	BROPJ822	1.00	533.70	0.00	0.00	0.00	533.70
BROTHER POWER ADAPTER CHARGER	BR0LB3692	1.00	30.40	0.00	0.00	0.00	30.40
USB-A TO USB-C 10FT.	AL71884100	1.00	12.79	0.00	0.00	0.00	12.79
L-TRON NEXT GEN HAND SCANNER	LT4910LR-152-LTRK	1.00	528.57	0.00	0.00	0.00	528.57
Authorized							<b>1,105.46</b>

### 1/2 CAGE - PRO-GARD -

1/2 CAGE PRIS TRANS CHEV TAHOE	PGP1000T21AOSB	1.00	2,546.27	0.00	0.00	0.00	2,546.27
Authorized							<b>2,546.27</b>

### GUN RACK - SETINA -

GK11211B1UHK GUN RACK	PNOSTK	1.00	969.73	0.00	0.00	0.00	969.73
1 BLAC RACK	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00
1 UNIVERSAL	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00
FAB 90 BRACKET FOR BLAC RACK	FAB	1.00	30.00	0.00	0.00	0.00	30.00
Authorized							<b>999.73</b>

### POWER MANAGEMENT - JONES -

IGNITION POWER MANAGEMENT	JIPM	1.00	0.00	0.00	0.00	0.00	0.00
DUAL OUTPUT TIME DELAY RELAY	CO7616-2001B	1.00	137.14	0.00	0.00	0.00	137.14
DEL 76637 80 AMP RESETABLE CIR BREAKER	WT46691	1.00	33.20	0.00	0.00	0.00	33.20
71263 JUNCTION BLOCK STUD BLACK	WT47211	1.00	7.63	0.00	0.00	0.00	7.63
FUSE BOX ATO/ATC 24	WT46075	1.00	74.40	0.00	0.00	0.00	74.40
ABS PLASTIC ENCLOSURE	PODC-46FMBYT	1.00	11.00	0.00	0.00	0.00	11.00
FUSEHOLDER W/CAP 14G	RC09-014C	1.00	1.29	0.00	0.00	0.00	1.29
RELAY 5 TERM TYCO/BOSCH	G244-167	1.00	2.36	0.00	0.00	0.00	2.36
PLUG CONNECTOR PIGTAIL BOSCH R	G239-281	1.00	1.87	0.00	0.00	0.00	1.87
GROMMET 1 3/8" RUBBER	AM4100315	1.00	1.00	0.00	0.00	0.00	1.00
Authorized							<b>269.89</b>

### LABOR - -

LABOR	HO2000E	32.00	0.00	130.00	0.00	0.00	4,160.00
Authorized							<b>4,160.00</b>

### MISCELLANEOUS - -

MISCELLANEOUS SUPPLIES	MISC	1.00	250.00	0.00	0.00	0.00	250.00
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# JONES AUTOMOTIVE

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OMAHA, NE 68108-3404  
402-345-8383 M-F 7AM-4PM

## \* \* \* \* Quote / Estimate \* \* \* \*

Quote #: 3912

**Sold To:**

LA VISTA POLICE DEPT.  
7701 S. 96TH ST.  
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Business Phone: 402-331-1353

Date: 12/07/23

Contact Number:

Quote Sale: 67

Unit #:

Vehicle:

License:

Mileage: 0

Vin#:

INBOUND SHIPPING AND HANDLING	FRT1	1.00	450.00	0.00	0.00	0.00	450.00
ANTENNA BASE	TCMB8	1.00	25.00	0.00	0.00	0.00	25.00
MINI UHF CONNECTOR	TCRFU600-1	1.00	2.47	0.00	0.00	0.00	2.47
DIAMOND BASE W/ 1"BALL	NPRAM-B-238U	2.00	13.56	0.00	0.00	0.00	27.11
9/16" BALL DBL SCKT SHRT ARM	NPRAP-B-201U-A	1.00	14.99	0.00	0.00	0.00	14.99
Authorized							<b>769.57</b>

### CARGO BOX - HAVIS -

SBX-1004 LARGE MODULAR DRAWER	PNOSTK	1.00	1,022.91	0.00	0.00	0.00	1,022.91
SBX-1001 MEDIUM MODULAR DOOR	PNOSTK	1.00	928.03	0.00	0.00	0.00	928.03
SBX-3001 HINGED DRAWER LID	PNOSTK	1.00	595.54	0.00	0.00	0.00	595.54
SBX-5010 STORAGE MOUNT	PNOSTK	1.00	1,075.37	0.00	0.00	0.00	1,075.37
PRO-GARD ADAPTER KIT	PNOSTK	1.00	215.23	0.00	0.00	0.00	215.23
Authorized							<b>3,837.08</b>

If this bid for product and installation is accepted and your vehicle is delivered, we will do our best to expedite the installation process. However, the timely installation of the product will be contingent on our workload at that time.

Freight charge may vary and will be billed accordingly.

A convenience fee of 3 to 4% of the total payment amount will be charged if you pay by credit card.

Quote Notes: QUOTE FOR UPFIT OF A 2023 CHEVY TAHOE WITH  
WHELEN PARTS

Parts:	19,370.02
Labor:	4,160.00
Shop Supplies	0.00
Subtotal:	23,530.02
Sales Tax:	0.00

Quote expires: 02/05/24

**Total: \$23,530.02**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – TURF TANK ROBOT PAINTER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of one (1) Turf Tank Robot Painter from Turf Tank, La Vista, NE in an amount not to exceed \$45,000.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

This unit will be stationed at the Sports Complex for use in painting the sports fields at the complex and City Park. The addition of this unit will allow the Sports Complex staff to use time more efficiently by being able to complete other tasks while painting is being completed. Additionally, this equipment will provide more accurate and precise markings for all sports fields on a consistent basis.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) TURF TANK ROBOT PAINTER FROM TURF TANK, LA VISTA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$45,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Turf Tank Robot Painter is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a one (1) Turf Tank Robot Painter from Turf Tank, La Vista, Nebraska in an amount not to exceed \$45,000.00.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY 2024.

CITY OF LA VISTA

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

ATTEST:

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



# TURF TANK®

## [NE] City of La Vista – Plus Outright

### [NE] City of La Vista

8116 Park View Boulevard

La Vista, NE 68128

United States

Reference: 20240105-144705254

Quote created: January 5, 2024

Quote expires: April 4, 2024

Quote created by: Ethan Stratman

Regional Territory Manager

ethan.stratman@turftank.com

### Aaron Johannsen

City of La Vista – Parks Foreman

ajohannsen@cityoflavista.org

+17125795016

### Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US – Turf Tank Two Plus Package – Outright Purchase		1	\$51,000.00	\$45,000.00 after \$6,000.00 discount
Includes:				
– GPS Paint Robot + GPS Package (Includes Android Tablet)				
– Continuous Software Improvements				
– Free Form Text Creation				
– Standard Geometry Package				
– Extended Geometry Package				
– Paint: \$2,000 Allotment of Paint (White)				
– (2) Robot Batteries				
– Customer Support: Normal Business Hours (Mon–Fri)				
– Hardware Warranty Program: Limited (Excludes Consumables)				
– Standard Turf Tank Accessories				

One-time subtotal \$45,000.00  
after \$6,000.00 discount

**Total \$45,000.00**

**Purchase terms & Comments**

<b><u>Invoice Type</u></b>	<b><u>Invoice Details</u></b>
Implementation Fee Invoice	<b>Implementation Fee Invoice</b> must be paid prior to the shipment and installation of the robot. The invoice for Implementation Fee should be available within 24 hours after the contract has been signed and returned. The invoice will be emailed to the billing contact on file and will be from <a href="mailto:billing@turftank.com">billing@turftank.com</a> .
First Invoice	<b>First Invoice</b> will be emailed and made available within 24 hours after the robot has been shipped. Payment will be due at the installation and training of the robot. The invoice will be emailed to the billing contact on file and will be from <a href="mailto:billing@turftank.com">billing@turftank.com</a> .

\*\*\***Sales Tax** is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

## Questions? Contact me



Ethan Stratman

Regional Territory Manager

[ethan.stratman@turftank.com](mailto:ethan.stratman@turftank.com)

Turf Tank

1110 Allgood Industrial Ct

Marietta, GA 30066

United States