

MINUTE RECORD

A-2

No. 729 — REEDEL & COMPANY, INC. OMAHA E1107788LD

LA VISTA CITY COUNCIL MEETING September 2, 2014

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on September 2, 2014. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Community Development Director Birch, Recreation Director Stopak, Library Director Barcal, Human Resource Manager Garrod and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on August 20, 2014. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 19, 2014 CITY COUNCIL
MEETING
3. APPROVAL OF THE MINUTES OF THE JULY 16, 2014 PARK & RECREATION
ADVISORY COMMITTEE MEETING
4. PAY REQUEST FROM THOMPSON, DREESSEN DORNER, INC. –
PROFESSIONAL SERVICES – 120TH & GILES ROAD TRAFFIC SIGNALS –
\$931.75
5. PAY REQUEST FROM UNIVERSITY OF NEBRASKA AT OMAHA –
PROFESSIONAL SERVICES – BIOBLITZ – THOMPSON CREEK WATERSHED
RESTORATION PROJECT - \$678.36
6. PAY REQUEST FROM HUNDEN STRATEGIC PARTNERS – PROFESSIONAL
SERVICES – ECONOMIC DEVELOPMENT - \$3,113.75
7. PAY REQUEST FROM HUNDEN STRATEGIC PARTNERS – PROFESSIONAL
SERVICES – ECONOMIC DEVELOPMENT - \$4,047.75
8. PAY REQUEST FROM FELSBURG HOLT & ULLEVIG – PROFESSIONAL
SERVICES – HELL CREEK CHANNEL IMPROVEMENTS PHASE II - \$300.00
9. PAY REQUEST FROM OMAHA ELECTRIC SERVICES - CONSTRUCTION
SERVICES – 120TH & GILES TRAFFIC SIGNAL AND TURN BAYS - \$93,533.35
10. PAY REQUEST FROM DOSTALS CONSTRUCTION CO. INC –
CONSTRUCTION SERVICES – THOMPSON CREEK RECONSTRUCTION
PROJECT STREET PLANTER 2014 - \$23,064.75
11. PAY REQUEST FROM THOMPSON, DREESSEN DORNER, INC. –
PROFESSIONAL SERVICES – 124TH CIRCLE & HARRISON STREET TRAFFIC
SIGNAL - \$970.00
12. PAY REQUEST FROM THOMPSON, DREESSEN DORNER, INC. –
PROFESSIONAL SERVICES – 120TH & GILES ROAD TRAFFIC SIGNALS –
\$2,836.00
13. RESOLUTION – ADVERTISEMENT OF BIDS – THOMPSON CREEK – CITY
HALL BIO-RETENTION BASIN

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF BIDS

MINUTE RECORD

September 2, 2014

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

FOR CONSTRUCTION OF THE THOMPSON CREEK CITY HALL BIO-RETENTION BASIN.

WHEREAS, the City Council has determined that construction of the Thompson Creek City Hall Bio-Retention Basin is necessary, and

WHEREAS, the Capital Improvement Program budget provides funding for this project, and

WHEREAS, Thompson, Dreessen, Dorner, has prepared plans and specifications for said project.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council do hereby authorize the advertisement of bids for the construction of the Thompson Creek City Hall Bio-Retention Basin in accordance with plans and specifications prepared by Thompson, Dreessen, Dorner. Said bids are to be opened and publicly read aloud at 10 a.m. at the office of the City Clerk, 8116 Park View Boulevard, La Vista, Nebraska on September 3, 2014.

Publish Notice to Contractors	September 10 and September 17, 2014
Open Bids	September 23, 2014 at 10:00 a.m. at City Hall
City Council Award Contract	October 7, 2014

14. RESOLUTION - APPROVE APPLICATION FOR SPECIAL DESIGNATED LICENSE - CITY OF LA VISTA - RECEPTION - OCTOBER 15, 2014

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF BEER AND WINE AT A RECEPTION AT THE LA VISTA PUBLIC LIBRARY ON OCTOBER 15, 2014.

WHEREAS, the La Vista Public Library is located within the City of La Vista; and

WHEREAS, the City of La Vista has requested approval of a Special Designated Permit to serve beer and wine at a reception at the Library, located at 9110 Giles Road in La Vista, on October 15, 2014.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City of La Vista to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to serve beer and wine at a reception at the Library, located at 9110 Giles Road in La Vista, on October 15, 2014

15. APPROVAL OF CLAIMS

911 CUSTOM LLC, services	11,643.69
A-1 UNITED HEATING & AIR COND, refund	67.40
ABE'S PORTABLES, rentals	255.00
ACCO UNLIMITED CORP, equip.	1,750.80
ACTION BATTERIES, bld&gmnds	118.37
ALAMAR UNIFORMS, supplies	215.91
ALTEC INDUSTRIES INC., vehicle	184,960.00
ARAMARK, services	30.04
ASI SIGN SYSTEMS, supplies	109.92
ASPHALT & CONCRETE MATERIALS, maint.	327.34
BAKER & TAYLOR, books	54.01
BARBARA JO WARNER, refund	42.79
BCDM-BERINGER CIACCIO DENNELL, services	2,394.22
BEACON BUILDING, services	5,812.00
BLACK HILLS ENERGY, utilities	1,287.09
BLEACH, L., services	85.00
BOOKPAGE, books	480.00

MINUTE RECORD

September 2, 2014

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107788LD

BOTACH TACTICAL, supplies	650.00
BRIAN MATHEW, travel	158.04
BUETHE, P., travel	113.50
BUG GUY, services	100.00
CDW GOVERNMENT, supplies	3,478.12
CEDAR CONSTRUCTION COMPANY, services	18,823.00
CENTER POINT PUBLISHING, books	297.78
CENTURY LINK, phone	875.16
CENTURY LINK, phone	190.26
CITY OF PAPILLION PARKS/RECR, services	30.00
COLIBRI SYSTEMS, supplies	810.00
COMP CHOICE, services	360.00
CORNHUSKER STATE INDUSTRIES, services	1,130.00
COX COMMUNICATIONS, IT	160.01
CUMMINS CENTRAL POWER, bld&grnds	325.70
DANKO EMERGENCY EQUIP., maint.	274.01
DATASHIELD CORP., services	35.10
DIAMOND VOGEL PAINTS, signs	344.20
DIGITAL ALLY INC., supplies	60.00
DOUGLAS COUNTY SHERIFF'S OFC, services	287.50
DULTMEIER SALES & SERVICE, maint.	175.86
DXP, equip.	64.21
EASTERN LIBRARY SYSTEM, training	175.00
EDGEWEAR SCREEN PRINTING, supplies	720.00
EN POINTE TECHNOLOGIES SALES, IT	261.59
EXCHANGE BANK, lease	1,731.79
FAGIN, K., travel	199.00
FEDEX, bld&grnds	9.69
FELSBURG HOLT & ULLEVIG, services	707.50
FILTER CARE, maint.	25.70
FIREGUARD, maint.	45.17
FOCUS PRINTING, printing	6,970.52
GALE, books	122.95
GARROD, M., travel	199.00
GCR TIRES & SERVICE, supplies	881.05
GRAINGER, bld&grnds	139.69
GREAT PLAINS UNIFORMS, apparel	129.00
GREENKEEPER COMPANY, supply	335.00
HANEY SHOE STORE, apparel	98.95
HERITAGE CRYSTAL CLEAN, services	562.24
HOBBY LOBBY, supplies	66.50
HOLSTEIN'S HARLEY DAVIDSON, maint.	500.43
HOST COFFEE, supplies	26.85
ICMA-INTL CITY/COUNTY MANAGE, dues	1,097.74
INDUSTRIAL SALES, bld&grnds	1,068.09
INGRAM LIBRARY SERVICES, books	208.17
KARLSON, D., dues	794.20
KLINKER, M., services	200.00
LA VISTA COMMUNITY FOUNDATION	75.00
LANDPORT SYSTEMS, services	125.00
LAUGHLIN, KATHLEEN A, TRUSTEE	116.00
LEAGUE OF NEBR MUNICIPALITIES, services	1,473.00
LEAGUE OF NEBRASKA MUNICIPAL, training	412.00
LIBRARY IDEAS, media	7.50
LOGAN CONTRACTORS SUPPLY, maint.	51.95
LOVELAND GRASS PAD, bld&grnds	75.80
MARTIN MARIETTA AGGREGATES, bld&grnds	136.41
MASTER MECHANICAL SERVICE, bld&grnds	931.86
MAX'S BODY SHOP INC., maint.	109.95
MCC, utilities	17,539.14
MENARDS, bld&grnds	109.74
MIDWEST TAPE, media	52.48

MINUTE RECORD

September 2, 2014

No. 729 — REEDFIELD & COMPANY, INC. OMAHA E1107788LD

MUD, utilities	10,212.63
NATIONAL EVERYTHING WHOLESALE, supplies	217.46
NEBRASKA ENVIRONMENTAL PRODS, sewer	3,692.26
NEBRASKA GOLF & TURF, supplies	65.35
NIGHT FLYER GOLF, supplies	806.45
NOVA HEALTH EQUIP., equip.	241.89
OCLC INC., books	117.99
ODEY'S INC., bld&grnds	1,248.00
OFFICE DEPOT, supplies	1,205.06
OFFUTT YOUTH CENTER, services	864.00
OMAHA CHILDREN'S MUSEUM, services	195.00
OMAHA WINDUSTRIAL, bld&grnds	55.44
OMAHA WORLD-HERALD, ads	541.87
PAPILLION COMM FOUNDATION, training	375.00
PARAMOUNT LINEN & UNIFORM, apparel	317.56
PAYFLEX SYSTEMS, services	250.00
PAYLESS OFFICE PRODUCTS, supplies	179.94
PERFORMANCE CHRYSLER JEEP, bld&grnds	18.82
PERFORMANCE FORD, maint.	374.38
PITNEY BOWES, supplies	204.00
PLAINS EQUIPMENT GROUP, maint.	3,421.35
PREMIER-MIDWEST BEVERAGE CO, supplies	200.50
QUALITY BRANDS OF OMAHA, supplies	328.10
QUICK, T., refund	42.79
READY MIXED CONCRETE, maint.	1,401.65
RETRIEVEX, IT	158.00
RIVER CITY RECYCLING, maint.	610.00
RONEE SMITH, refund	60.00
SAPP BROS, supplies	1,745.00
SARPY COUNTY COURTHOUSE, services	3,960.21
SECURITY EQUIP., IT	842.00
SOLBERG, C., travel	51.55
SPRINT, services	119.97
STOLTENBERG NURSERIES, supplies	490.00
SUE NEWCOMB, refund	95.68
SUN COUNTRY DISTRIBUTING, maint.	58.20
SUPERCO SPECIALTY PRODUCTS, bld&grnds	184.43
SUSPENSION SHOP INC., maint.	2,187.53
SUTPHEN CORPORATION, maint.	15.00
TED'S MOWER SALES & SERVICE, equip.	118.75
THERESA M KREMER, refund	40.51
THERMAL SERVICES OF OMAHA, refunds	31.95
THOMPSON DREESSEN & DORNER, services	1,690.00
TIELKE'S SANDWICHES, supplies	67.04
TRANE U S INC., bld&grnds	225.15
TURF CARS, supplies	883.39
UNITE PRIVATE NETWORKS, IT	3,850.00
UPS STORE, maint.	11.53
UPS, maint.	9.06
VAL VERDE ANIMAL HOSPITAL, services	40.00
VAN RU CREDIT CORPORATION	41.91
VERIZON WIRELESS, phone	91.43
VERIZON WIRELESS, phone	171.96
WAL-MART, supplies	1,134.21
WILDLIFE ENCOUNTERS.ORG, services	250.00
WOODHAVEN COUNSELING ASSOCS, services	590.00
WOODHOUSE LINCOLN, maint.	187.95

Councilmember Hale made a motion to approve the consent agenda. Seconded by Councilmember Thomas. Councilmember Crawford reviewed the claims for this period and stated everything was in order Councilmembers voting aye: Frederick,

MINUTE RECORD

September 2, 2014

No. 729 — REIFELD & COMPANY, INC. OMAHA E1107788LD

Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Public Works Soucie gave an update on current construction projects.

Recreation Director Stopak informed Council that the pool season had concluded and there were no major mechanical issues. Stopak thanked staff in the Parks Department for their work to keep everything running.

Library Director Barcal reported that the Teen summer program was completed and there were 66 sessions this summer and an attendance of 1566 teens.

B. RESOLUTION – INSURANCE PROGRAM – PROPERTY, LIABILITY AND WORKERS COMPENSATION

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-107: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING THE PROPERTY, LIABILITY AND WORKERS' COMPENSATION INSURANCE PROGRAM OFFERED BY TRAVELERS AT AN ANNUAL PREMIUM COST OF \$381,361.

WHEREAS, the City of La Vista previously authorized that a notice of termination be given to the League Association of Risk Management (LARM), the insurance pool that currently provides property, liability and workers' compensation coverages for the City; and

WHEREAS, the City of La Vista entered into an interlocal cooperation agreement with the cities of Holdrege, Hastings and Papillion to create an Insurance Service Group and work collectively with an insurance consultant to jointly select a broker to market and manage insurance coverages; and

WHEREAS, the four cities collectively issued an RFP for Insurance Agency/Broker Services and ultimately selected Arthur J. Gallagher & Co. to serve in this capacity; and

WHEREAS, Gallagher put together insurance coverage specifications and marketed the desired coverage; and

WHEREAS, Gallagher has recommended a proposed program submitted by Travelers that offers comparable coverage and significant savings over the City's existing provider.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the insurance program submitted by Travelers for property, liability and workers compensation coverages be, and the same hereby is, accepted and approved effective October 1, 2014 at an annual premium cost of \$381,361.

Seconded by Councilmember Sell. James Charlesworth with Charlesworth & Associates, LC was in attendance and gave an overview of the plan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

C. 2015-2019 CAPITAL IMPROVEMENT PROGRAM

1. PUBLIC HEARING

At 7:09 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the 2015 - 2019 Capital Improvement Program. Assistant to the City Administrator Calentine was available to answer any questions on the Capital Improvement Program.

At 7:09 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan,

MINUTE RECORD

September 2, 2014

No. 729 — REEDFIELD & COMPANY, INC. OMAHA E1107788LD

Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION – ADOPTION OF 2015-2019 CAPITAL IMPROVEMENT PROGRAM

Councilmember Thomas introduced and moved for the adoption of Resolution No. 14-108: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE 2015-2019 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR INFRASTRUCTURE AND OTHER CAPITAL IMPROVEMENTS FOR THE CITY OF LA VISTA.

WHEREAS, the City of La Vista's Capital Improvement Program (CIP) document has been prepared and presented to Council; and

WHEREAS, the La Vista Planning Commission has reviewed the 2015-2019 Capital Improvement Program (CIP) for the City of La Vista and recommends to Council approval of the Plan, and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's 2015-2019 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 2015-2019 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the La Vista City Council.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 2015-2019 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

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

D. FISCAL YEAR 14/15 MUNICIPAL BUDGET

1. APPROPRIATIONS ORDINANCE – FINAL READING

City Clerk Bueche read Ordinance No. 1221 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2014 AND ENDING ON SEPTEMBER 30, 2015; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Hale moved for final passage of the ordinance which motion was seconded by Councilmember Sell. The Mayor then stated the question, "Shall Ordinance No. 1221 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

MINUTE RECORD

September 2, 2014

No. 729 — REEDIE & COMPANY, INC., OMAHA E1107788LD

2. MASTER FEE ORDINANCE – FINAL READING

City Clerk Buethe read Ordinance No. 1222 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1210, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Quick moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1222 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

3. INCREASE BASE OF RESTRICTED FUNDS AUTHORITY

a. PUBLIC HEARING

At 7:12 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Increase base of restricted funds authority.

At 7:12 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

b. RESOLUTION

Councilmember Hale introduced and moved for the adoption of Resolution No. 14-109: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE 2014-15 MUNICIPAL BUDGET BY AN ADDITIONAL ONE PERCENT.

WHEREAS, the Mayor and City Council, after notice and public hearing as required by state statute, approved the 2014-15 municipal budget on September 2, 2014; and

WHEREAS, the unused restricted funds authority was included in the notice of budget hearing; and

WHEREAS, an increase in the base of restricted funds authority by an additional one percent in the 2014-15 municipal budget is allowed following the approval of at least 75% of the governing body.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize an increase in the base of restricted funds authority in the 2014-15 municipal budget by an additional one percent.

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

MINUTE RECORD

September 2, 2014

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107798LD

4. SETTING THE PROPERTY TAX LEVY

a. PUBLIC HEARING

At 7:13 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on setting the property tax levy.

At 7:13 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

b. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 14-110: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE PROPERTY TAX REQUEST FOR FISCAL YEAR 15.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Mayor and City Council of the City of La Vista passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interest of the City of La Vista that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, by a majority vote, hereby resolve that:

The FY 15 property tax request be set at \$6,979,969.00 which would require a mill levy of \$0.55.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City council of the City of La Vista Nebraska that the property tax to be distributed as follows:

General Fund - \$6,218,518 (\$0.49 mill levy)

Bond Fund - \$761,451.00 (\$0.06 mill levy)

A copy of this resolution be certified and forwarded to the County Clerk prior to October 13, 2014.

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

E. AMENDING THE COMPENSATION ORDINANCE AND SETTING RATES OF AUTO AND PHONE ALLOWANCE

1. ORDINANCE - AMEND THE COMPENSATION ORDINANCE

Councilmember Sell introduced Ordinance No. 1224 entitled; AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITHE; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

MINUTE RECORD

September 2, 2014

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107768LD

adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1224 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

2. RESOLUTION – SETTING RATES OF AUTO AND PHONE ALLOWANCES

Councilmember Hale introduced and moved for the adoption of Resolution No. 14-111; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING MONTHLY VEHICLE AND MOBILE PHONE ALLOWANCES FOR SPECIFIC OFFICERS AND EMPLOYEES OF THE CITY.

WHEREAS, the Mayor and City Council establish by ordinance the compensation for officers and employees of the City of La Vista and said ordinance establishes that the Mayor and Council may additionally fix by resolution such vehicle and other allowances as may from time to time be fixed in the municipal budget; and

WHEREAS, the FY15 municipal budget establishes funds for vehicle and mobile phone allowances for various officers, employees and volunteers of the City and are recommended by the Finance Director and City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the following vehicle and mobile phone allowances:

<u>Tier</u>	<u>Monthly Vehicle Allowance</u>	<u>Tier</u>	<u>Monthly Phone Allowance</u>
Tier 1	\$20	Tier 1	\$10
Tier 2	\$30	Tier 2	\$20
Tier 3	\$40	Tier 3	\$40
Tier 4	\$50	Tier 4	\$50
Tier 5	\$100	Tier 5	\$60
Tier 6	\$150	Tier 6	\$90
Tier 7	\$200		
Tier 8	\$300		

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

F. ORDINANCE – AMEND THE MUNICIPAL CODE – CHAPTER 95 ANIMALS – SECOND READING

City Clerk Buethe read Ordinance No. 1223 entitled: AN ORDINANCE TO AMEND SECTIONS 95.30, AND TO ADD SECTION 95.33 OF THE LA VISTA MUNICIPAL CODE, RELATING TO LICENSE APPLICATIONS AND FERAL CAT COLONY CARETAKER PERMITS; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Proponents and Opponents commented on this issue.

MINUTE RECORD

September 2, 2014

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107788LD

Councilmember Sell stated that animal issues are emotional. He stated it appears to be more of a neighborhood problem. Sell stated there should be a way to address everyone's issue.

Councilmember Sheehan asked the Mayor and City Attorney if the ordinance needed introduced or read or is a motion needs made. Mayor Kindig stated that the ordinance has been introduced and has had the second reading so a motion to approve second reading and move to third and final reading would be the next step. Councilmember stated that a no vote on that motion would stop this item from moving on and the Mayor and City Attorney stated that this was correct.

Councilmember Sheehan moved to approve the second reading and move on to the third and final reading. Seconded by Councilmember Thomas. Councilmembers voting aye: None. Nays: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Abstain: None. Absent: None. Motion failed.

Councilmember Sheehan stated that the citizens need to come back with language that will work for both sides.

Mayor Kindig suggested that all the neighbors work together to come up with an ordinance that will work for all of them and come back to Council.

G. RIGHT OF WAY VACATION AND CONVEYANCE – 107TH STREET, GERTRUDE TO APPROXIMATELY 425' NORTH – ORDINANCE CORRECTION

Councilmember Sell introduced Ordinance No. 1225 entitled; AN ORDINANCE AMENDING ORDINANCE NO. 1213 AND LEGAL DESCRIPTION FOR THE PORTION OF SOUTH 107TH STREET RIGHT-OF-WAY FOR VACATION, RESERVATION, SALE AND CONVEYANCE, TO PROVIDE FOR REPEAL OF SECTIONS 1 AND 2 OF ORDINANCE NO. 1213 AS PREVIOUSLY ENACTED, AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

Councilmember Hale moved that the statutory rule requiring reading on three different days be suspended. Councilmember Sell seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Sheehan. The Mayor then stated the question, "Shall Ordinance No. 1225 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

H. RESOLUTION – AMEND LOTTERY OPERATOR AGREEMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-112: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE LOTTERY OPERATOR AGREEMENT.

WHEREAS, the Contractor desires to amend the Lottery Operator Agreement to expressly permit up to thirty (30) days to redeem winning keno lottery tickets; and

WHEREAS, an amendment to the Lottery Operator Agreement has been prepared to allow the Contractor to set the time period for redemption of winning keno lottery tickets for a period specified in written rule established by the Contractor, which time period shall be no longer than thirty (30) days after the date shown on the ticket; and

MINUTE RECORD

September 2, 2014

No. 729 — REEDEL & COMPANY, INC. OMAHA E1107788LD

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the amendment to the Lottery Operator Agreement dated August 8, 2008, as presented at this meeting, is hereby approved and the Mayor and City Clerk are hereby authorized to execute said amendment on behalf of the City of La Vista.

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of La Vista Nebraska that this amendment will go into effect upon execution of the agreement.

Seconded by Councilmember Sheehan. Councilmember Crawford stated that he would be abstaining as his spouse works for a Keno establishment and felt there may be a conflict of interest. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Sell. Nays: None. Abstain: Crawford. Absent: None. Motion carried.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

SARPY COUNTY ECONOMIC DEVELOPMENT 2ND QUARTER REPORT

Andrew Rainbolt representing Sarpy County Economic Development gave the second quarter report.

J. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS; PERSONNEL

At 7:42 p.m. Councilmember Crawford made a motion to go into executive session for the protection of the public interest for contract negotiations, and for the protection of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:25 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

September 2, 2014

No. 728 — REEDIE & COMPANY, INC. OMAHA E1107788LD

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 8:26 p.m. Councilmember Sheehan made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
8116 PARK VIEW BOULEVARD
LA VISTA, NE 68128
P: (402) 331-4343

DRAFT

PLANNING COMMISSION MINUTES
AUGUST 21, 2014

The City of La Vista Planning Commission held a meeting on Thursday, August 21, 2014, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman John Gahan called the meeting to order at 7:00 p.m. with the following members present: Tom Miller, Mike Krzywicki, Gayle Malmquist, John Gahan, Harold Sargus, Mike Circo, Kevin Wetuski, Jody Andsager, and Kathleen Alexander. Members absent were: Lowell Miller. Also in attendance were Christopher Solberg, City Planner; Jeff Sinnott, Chief Building Official; Jeff Calentine, Assistant to the City Administrator; John Kottmann, City Engineer; Meghan Engberg, Permit Technician; and Court Barber, Planning Intern.

Legal notice of the public meeting and hearing were posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. Call to Order

The meeting was called to order by Chairman Gahan at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – July 17, 2014

Krzywicki moved, seconded by Malmquist to approve the July 17, 2014 minutes as submitted. **Ayes:** *Tom Miller, Krzywicki, Malmquist, Gahan, Sargus, and Alexander.* **Nays:** *None.* **Abstain:** *Circo, Wetuski, and Andsager.* **Absent:** *Lowell Miller.* **Motion Carried.** (6-0-3)

3. Old Business

None.

4. New Business

A. Public Hearing for Rezoning, Preliminary PUD, Replat and Conditional Use Permit for Andover Pointe (NOTE: This hearing has been advertised but is being postponed to the September 18th meeting).

i. **Staff Report:** Solberg stated that the project is not ready for submission to the Planning Commission and asked that the item be tabled until the next meeting.

ii. **Item Tabled:** Tom Miller moved, seconded by Circo to table the item. **Ayes:** *Tom Miller, Sargus, Krzywicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander.* **Nays:** *None.* **Abstain:** *None.* **Absent:** *Lowell Miller.* **Motion Carried.** (9-0)

B. Public Hearing regarding Capital Improvement Program 2015-2019

- i. **Staff Report:** Calentine distributed a missing page- P. 10 under Tab 3 of the CIP binder. He explained there are not many changes to the CIP, most of 2014 will be carried over into 2015. He listed off some of the new projects and how they will be funded. All this information is contained within the provided CIP update binder.

Gahan asked about the meaning of 'special assessment'. Kottmann replied that a special assessment is one which is made on a property specially benefited by public improvements. He pointed out the future traffic light for Walmart on 96th and Giles as an example.

Sargus asked about the 'lottery/bond' funding source. Calentine explained how money from the bond will be pooled with the lottery fund.

Krzywicki asked about what the Thompson Creek project will entail, particularly regarding water detention. Kottmann talked about how there would be increased flow, detention wetlands, tree removal, and other water quality measures.

Sargus asked if the city is done purchasing houses along Thompson Creek. Calentine said yes.

- ii. **Public Hearing Opened:** Circo moved, seconded by Alexander to open the public hearing. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)
- iii. **Public Hearing Closed:** Malmquist moved, seconded by Tom Miller to close the public hearing. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)
- iv. **Recommendation:** Malmquist moved, seconded by Circo to recommend approval of the Capital Improvement Program. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)

C. Public Hearing for Amendments to Chapter 150, Building Regulations, of the City Code

- i. **Staff Report:** Sinnett explained that the City of Papillion requested changes to La Vista's fire code due to the merger of the two fire departments. He called attention to handouts distributed before the meeting with additional amendments made by the City Attorney.

Sargus asked what would happen if the City Council does not pass this. Sinnett replied that it would make it difficult to enforce a fire code.

- ii. **Public Hearing Opened:** Circo moved, seconded by Alexander to open the public hearing. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)

- iii. **Public Hearing Closed:** Miller moved, seconded by Circo to close the public hearing. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)
- iv. **Recommendation:** Malmquist moved, seconded by Sargus to recommend approval of the amendments to Chapter 150 of the Building Regulations with the changes added by the City Attorney. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)

D. Centech Business Park Replat One

- i. **Staff Report:** Solberg explained the status of the replat and recommended approval.
- ii. **Public Hearing Opened:** Malmquist moved, seconded by Alexander to open the public hearing. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)

Jason Thiellen of E & A Consulting addressed the commission regarding the replat, particularly concerning its location in a floodplain. He said that the current map is incorrect and that part of the property has been raised above the floodplain.

- iii. **Public Hearing Closed:** Circo moved, seconded by Miller to close the public hearing. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)
- iv. **Recommendation:** Kryzwicki moved, seconded by Malmquist to recommend approval of Centech Business Park Replat One contingent upon resolution of items noted in the staff report. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)

5. Comments from the Floor

None.

6. Comments from the Planning Commission

Circo stated he had heard some buildings were up for auction in Brentwood Crossing. Solberg confirmed this, noting that the auction is for the buildings themselves and that they are unrelated to the City.

7. Comments from Staff

Solberg informed the commission that Logan Simpson Design Inc. has been selected as the consultant for the comprehensive plan update. Malmquist asked where the firm is from and who they have partnered with locally. Solberg replied they are from Colorado Springs and will be working with Olszen Associates.

Sargus asked when the comp plan would be done. Solberg replied it would take about a year.

Malmquist asked if Planning Commission members would take part in committees for the comp plan. Solberg said yes.

Krzywicki asked about new businesses in La Vista. Solberg mentioned My Place Hotel, Alamo Drafthouse, Better Business Equipment, Boot Barn, and a strip center at 72nd and Giles Rd. Gahan asked if Jimmy John's planned to be part of said strip center. Solberg replied affirmatively, but that he has heard nothing

Krzywicki asked about the status of the rumored theater at Southport. Solberg replied that was the Alamo Drafthouse and that it would likely be going in after Southport West Replat 5 was completed.

Circo asked about a project to connect 66th Street south of Giles Road. Kottmann replied that the project has been approved for federal funding, but that it will not be available until 2017. Construction of the connection will likely be around the year 2019 or 2020. The project currently in the CIP is for resurfacing 66th Street in La Vista. If the connection is to be made sooner, it will be up to the SID.

Krzywicki asked about the use of concrete overlays in Nebraska in relation to the resurfacing of 84th Street. Kottmann replied that it had been done in Sioux City, Iowa, about four years ago and that it is still performing satisfactorily.

8. Adjournment

Kryzwicki moved, seconded by Circo to adjourn. **Ayes:** Tom Miller, Sargus, Kryzwicki, Malmquist, Gahan, Wetuski, Circo, Andsager, and Alexander. **Nays:** None. **Abstain:** None. **Absent:** Lowell Miller. **Motion Carried.** (9-0)

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chairperson

Approval Date

A-4



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

INVOICE

Please remit to:

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

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

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

Invoice number 105986
Date 08/27/2014
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from June 30, 2014 through August 03, 2014

P.O. #14-0098

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	0.00
Subconsultant - Applied Ecological Services	218.75
Additional Services - OPPD - Project Management	112.50
Total	331.25

Invoice total **331.25**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
105986	08/27/2014	331.25	331.25				
	Total	331.25	331.25	0.00	0.00	0.00	0.00

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

O.K. to pay

05.71, 0872.02 (NDEQ)

SNK 9-5-2014

Consent 9/16/14 yb

A5

INVOICE



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

Please remit to:

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

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

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

Invoice number 105987
Date 08/27/2014
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from June 30, 2014 through August 03, 2014

P.O. #14-0098

9 Element Watershed Plan

Description	Current Billed
Engineering Services	0.00
Subconsultant Services - Applied Ecological Services	1,266.25
Total	1,266.25

Invoice total **1,266.25**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
105987	08/27/2014	1,266.25	1,266.25				
	Total	1,266.25	1,266.25	0.00	0.00	0.00	0.00

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

O.K. to pay

05.71.0872.02 (NDEQ)

efmk 9-5-2014

Consent 9/16/14

A-6

INVOICE



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

Please remit to:

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

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

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

Invoice number 105989
Date 08/27/2014

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from June 30, 2014 through August 03, 2014

P.O. #14-0098

Description	Current Billed
Additional Services-Rain Garden/Inlet Design	1,079.85
Total	1,079.85

Invoice total 1,079.85

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
105989	08/27/2014	1,079.85	1,079.85				
	Total	1,079.85	1,079.85	0.00	0.00	0.00	0.00

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

OK to pay

05.71.0872.02 (NDEQ)

28 MK 9-5-2014

Concent 9/16/14 pb

A-7

INVOICE



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

Please remit to:

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

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

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

Invoice number 105990
Date 08/27/2014
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services through August 03, 2014

P.O. #14-0098

319 Grant

Description	Current Billed
Engineering Services	0.00
Subconsultant Services - Applied Ecological Services	1,521.25
Total	1,521.25

Invoice total 1,521.25

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
105990	08/27/2014	1,521.25	1,521.25				
	Total	1,521.25	1,521.25	0.00	0.00	0.00	0.00

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

O.K. to pay

05.71.0855.02 (Citr)

8MK 9-5-2014

Consent 9-14/14



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

A-8

INVOICE

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

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

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

Invoice number 105985
Date 08/27/2014

Project 0171-400 CITY OF LA VISTA -
MISCELLANEOUS SERVICES 2012-
CURRENT, CIVIL

Professional Services from May 5, 2014 through August 03, 2014

P.O. #14-0098

Email City Map Files and Send HGM Signal
Plans for 108th and Giles. \$205.00

Construction Materials Testing and Observation
85th Street Sanitary Sewer Repair. 317.00
(see attached for detail)

Description	Current Billed
Engineering Services	522.00
Total	522.00

Invoice total 522.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
105985	08/27/2014	522.00	522.00				
	Total	522.00	522.00	0.00	0.00	0.00	0.00

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

O.K. to pay.

05.71.0877.03

AFNK 9-5-2014

Concent 9/16/14

ITEM A-9

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT OF BIDS – THOMPSON CREEK CHANNEL REHABILITATION-SITE CLEARING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement of bids for construction of the Thompson Creek Channel Rehabilitation-Site Clearing.

FISCAL IMPACT

Funding has been budgeted in the CIP for the Thompson Creek Phase VI project for the local share of various grants being used to implement the Thompson Creek Watershed Management project. Funding for this phase will come from the NET and NRD grants along with required local share from Sales Tax funding allocated to the Thompson Creek project in FY 14 and FY 15.

RECOMMENDATION

Approval

BACKGROUND

The site clearing includes removal of trees, brush and debris to facilitate utility relocations by OPPD, Cox and Century Link. The work also includes some basic erosion control measures that will be used in the subsequent channel rehabilitation grading project to be bid separately which is expected to commence in spring of 2015. The Site Clearing needs to be done in advance of the channel grading to allow the utilities to move out of the path of the grading work.

TD2 has prepared the plans and specifications. The Engineer's Estimate is \$257,565 for the proposed construction work and \$38,635 for the related engineering services. The following schedule is suggested:

Publish Notice to Contractors	September 24 and October 1, 2014
Open Bids	October 7, 2014 at 10:00 am at City Hall
City Council Award Contract	October 21, 2014

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF BIDS FOR CONSTRUCTION OF THE THOMPSON CREEK CHANNEL REHABILITATION SITE CLEARING.

WHEREAS, the City Council has determined that construction of the Thompson Creek Channel Rehabilitation Site Clearing is necessary, and

WHEREAS, the Capital Improvement Program budget provides funding for this project, and

WHEREAS, Thompson, Dreessen, Dorner, has prepared plans and specifications for said project.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council do hereby authorize the advertisement of bids for the construction of the Thompson Creek Channel Rehabilitation site clearing in accordance with plans and specifications prepared by Thompson, Dreessen, Dorner. Said bids are to be opened and publicly read aloud at 10 a.m. at the office of the City Clerk, 8116 Park View Boulevard, La Vista, Nebraska on October 7, 2014.

Publish Notice to Contractors	September 24 and October 1, 2014
Open Bids	October 7, 2014 at 10:00 a.m. at City Hall
City Council Award Contract	October 21, 2014

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

THOMPSON CREEK CHANNEL REHABILITATION – CLEARING PHASE

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 A.M. on the 7th day of October 2014, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements within the improvement of THOMPSON CREEK CHANNEL REHABILITATION – CLEARING PHASE.

At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities
1	Clearing and Grubbing	1 L.S.
2	Install and Maintain Stabilized Construction Entrance	3 EA.
3	Install and Maintain Inlet Filters	14 EA.
4	Install and Maintain Fabric Silt Fence	3390 L.F.
5	Install and Maintain Orange Safety Fence	430 L.F.
6	Remove and Dispose 4" P.C.C. Sidewalk Pavement	480 S.F.
7	Construct 4" P.C.C. Sidewalk Pavement, In Place	480 S.F.

HOURLY RATES

8	Labor	16 HRS
9	CAT 257B (Or Equivalent) w/ Operator	16 HRS
10	CAT 225 Backhoe (or Equivalent) w/ Operator	16 HRS
11	CAT D7 Dozer (or Equivalent) w/ Operator	16 HRS
12	CAT 977 Loader (or Equivalent) w/ Operator	16 HRS
13	Side Dump Truck (or Equivalent) w/ Operator	16 HRS

A Pre-Bid on-site meeting will be held on Friday, September 26, 2014 at 10:00 A.M. Prospective Bidders shall meet at the tennis court parking lot within Central Park in La Vista, NE. A tour of the site will be conducted to identify and clarify clearing and removal, construction items and schedule.

All proposals must be submitted on bid forms furnished through the Contract Engineer for the City.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price.

No bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids. The Owner reserves the right to reject any or all bids and to waive informalities.

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

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

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

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Pamela Buethe, Clerk

A-10

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 Bank of Nebraska (600-873)									
46362 Payroll Check									
46363 Gap in Checks									
Thru	115602								
115603	9/03/2014	143	THOMPSON DREESSEN & DORNER			4,737.75			**MANUAL**
115604	9/03/2014	2479	UNIVERSITY OF NEBRASKA-OMAHA			678.36			**MANUAL**
115605	9/03/2014	4151	HUNDEN STRATEGIC PARTNERS			4,047.75			**MANUAL**
115606	9/03/2014	3739	FELSBURG HOLT & ULLEVIG			300.00			**MANUAL**
115607	9/03/2014	3614	OMAHA ELECTRIC SERVICE INC			93,533.35			**MANUAL**
115608	9/03/2014	3666	DOSTALS CONSTRUCTION COMPANY			23,064.75			**MANUAL**
115609	9/03/2014	1624	GUNN, BRENDA			310.50			**MANUAL**
115610	9/03/2014	427	RAMIREZ, RITA M			310.50			**MANUAL**
115611	9/03/2014	4058	CALENTINE, JEFFREY			366.25			**MANUAL**
115612	9/09/2014	3702	LAUGHLIN, KATHLEEN A, TRUSTEE			116.00			**MANUAL**
115613	9/09/2014	4867	VAN RU CREDIT CORPORATION			34.00			**MANUAL**
115614	9/09/2014	4395	BABER, BRAD			330.00			**MANUAL**
115615	9/16/2014	1657	A & D TECHNICAL SUPPLY COMPANY			75.00			
115616	9/16/2014	4298	AAT (US) INC			80.47			
115617	9/16/2014	4332	ACCO UNLIMITED CORP			486.70			
115618	9/16/2014	91	FREDRICK J BAILEY			60.00			
115619	9/16/2014	4781	BISHOP BUSINESS EQUIPMENT			1,118.68			
115620	9/16/2014	196	BLACK HILLS ENERGY			21.09			
115621	9/16/2014	56	BOB'S RADIATOR REPAIR CO INC			160.00			
115622	9/16/2014	4711	BOMA/OMAHA			22.00			
115623	9/16/2014	1242	BRENTWOOD AUTO WASH			42.00			
115624	9/16/2014	4494	BRIDGESTONE GOLF INC			97.98			
115625	9/16/2014	76	BUILDERS SUPPLY CO INC			434.28			
115626	9/16/2014	2625	CARDMEMBER SERVICE-ELAN			.00	**CLEARED**	**VOIDED**	
115627	9/16/2014	2625	CARDMEMBER SERVICE-ELAN			.00	**CLEARED**	**VOIDED**	
115628	9/16/2014	2625	CARDMEMBER SERVICE-ELAN			.00	**CLEARED**	**VOIDED**	
115629	9/16/2014	2625	CARDMEMBER SERVICE-ELAN			.00	**CLEARED**	**VOIDED**	
115630	9/16/2014	2625	CARDMEMBER SERVICE-ELAN			13,217.52			
115631	9/16/2014	4910	CAVENDISH SQUARE PUBLISHING			234.90			
115632	9/16/2014	219	CENTURY LINK			87.18			
115633	9/16/2014	68	CITY OF MARSHALLTOWN			28.95			
115634	9/16/2014	152	CITY OF OMAHA			272,470.43			
115635	9/16/2014	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
115636	9/16/2014	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
115637	9/16/2014	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
115638	9/16/2014	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
115639	9/16/2014	83	CJ'S HOME CENTER			1,094.97			
115640	9/16/2014	3126	COCA-COLA BOTTLING COMPANY			565.37			
115641	9/16/2014	313	CONRECO INCORPORATED			162.01			
115642	9/16/2014	2158	COX COMMUNICATIONS			.00	**CLEARED**	**VOIDED**	
115643	9/16/2014	2158	COX COMMUNICATIONS			192.85			
115644	9/16/2014	4013	D & B SALVAGE			871.75			
115645	9/16/2014	3136	D & D COMMUNICATIONS			390.00			
115646	9/16/2014	4981	DATASHIELD CORPORATION			5.00			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
115647	9/16/2014	3132	DEARBORN NATIONAL LIFE INS CO	1,116.00					
115648	9/16/2014	4076	DIGITAL ALLY INCORPORATED	300.00					
115649	9/16/2014	4166	DINAN, DENNY	199.39					
115650	9/16/2014	364	DULTMEIER SALES & SERVICE	67.10					
115651	9/16/2014	3334	EDGEWEAR SCREEN PRINTING	1,035.00					
115652	9/16/2014	676	ENVIRO TECH SERVICES INC	5,407.36					
115653	9/16/2014	1235	FEDEX KINKO'S	76.44					
115654	9/16/2014	1245	FILTER CARE	52.40					
115655	9/16/2014	4035	FLORATINE CENTRAL TURF PRODS	490.00					
115656	9/16/2014	1344	GALE	116.95					
115657	9/16/2014	1161	GALLS, AN ARAMARK COMPANY	137.79					
115658	9/16/2014	4644	GARROD, MANDY	90.79					
115659	9/16/2014	53	GCR TIRES & SERVICE	1,275.06					
115660	9/16/2014	1672	GENERAL TRAFFIC CONTROLS INC	640.89					
115661	9/16/2014	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**			
115662	9/16/2014	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**			
115663	9/16/2014	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**			
115664	9/16/2014	966	GENUINE PARTS COMPANY-OMAHA	1,651.33					
115665	9/16/2014	4389	GOVERNMENT JOBS.COM INC	2,999.00					
115666	9/16/2014	71	GREENKEEPER COMPANY INC	473.63					
115667	9/16/2014	1044	H & H CHEVROLET LLC	235.84					
115668	9/16/2014	2407	HEIMES CORPORATION	74.69					
115669	9/16/2014	2888	HOME DEPOT CREDIT SERVICES	138.76					
115670	9/16/2014	4151	HUNDEN STRATEGIC PARTNERS	3,113.75					
115671	9/16/2014	136	HUNTEL COMMUNICATIONS, INC	140.00					
115672	9/16/2014	1612	HY-VEE INC	363.00					
115673	9/16/2014	1498	INDUSTRIAL SALES COMPANY INC	201.70					
115674	9/16/2014	2323	INGRAM LIBRARY SERVICES	192.22					
115675	9/16/2014	4928	INTERNATIONAL CODE COUNCIL INC	125.00					
115676	9/16/2014	73	TIM JAVORSKY	75.00					
115677	9/16/2014	82	NICHOLAS A JEANETTE JR	40.00					
115678	9/16/2014	3891	KEYPER SYSTEMS	523.07					
115679	9/16/2014	2394	KRIHA FLUID POWER CO INC	126.15					
115680	9/16/2014	2664	LOU'S SPORTING GOODS	488.90					
115681	9/16/2014	263	LOVELAND GRASS PAD	37.90					
115682	9/16/2014	4560	LOWE'S CREDIT SERVICES	138.44					
115683	9/16/2014	919	MARTIN MARIETTA AGGREGATES	127.27					
115684	9/16/2014	877	MATHESON TRI-GAS INC	342.00					
115685	9/16/2014	553	METROPOLITAN UTILITIES DIST.	3,666.05					
115686	9/16/2014	1526	MIDLANDS LIGHTING & ELECTRIC	256.40					
115687	9/16/2014	2299	MIDWEST TAPE	364.59					
115688	9/16/2014	2818	MULHALL'S	107.48					
115689	9/16/2014	342	MUNICIPAL PIPE TOOL CO LLC	14.29					
115690	9/16/2014	148	NE DEPT OF REVENUE-FORM 94	25.00					
115691	9/16/2014	4703	NEBRASKA ENVIRONMENTAL PRODS	495.46					
115692	9/16/2014	3350	NEBRASKA IOWA SUPPLY	7,904.00					
115693	9/16/2014	1290	NEBRASKA NOTARY ASSOCIATION	98.25					
115694	9/16/2014	2529	NEBRASKA SOFTBALL ASSN DIST#10	1,116.00					
115695	9/16/2014	3303	NEBRASKA WELDING LTD	30.00					
115696	9/16/2014	653	NEUMAN EQUIPMENT COMPANY	91.00					
115697	9/16/2014	3924	NEW YORK TIMES	223.60					
115698	9/16/2014	1024	NORM'S DOOR SERVICE	156.00					
115699	9/16/2014	4626	NORTON, JODI	244.00					

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
115700	9/16/2014	2530	NOVA HEALTH EQUIPMENT			5,799.00			
115701	9/16/2014	179	NUTS AND BOLTS INCORPORATED			20.56			
115702	9/16/2014	1014	OFFICE DEPOT INC			.00	**CLEARED**	**VOIDED**	
115703	9/16/2014	1014	OFFICE DEPOT INC			.00	**CLEARED**	**VOIDED**	
115704	9/16/2014	1014	OFFICE DEPOT INC			688.10			
115705	9/16/2014	79	OMAHA COMPOUND COMPANY			67.50			
115706	9/16/2014	195	OMAHA PUBLIC POWER DISTRICT			.00	**CLEARED**	**VOIDED**	
115707	9/16/2014	195	OMAHA PUBLIC POWER DISTRICT			.00	**CLEARED**	**VOIDED**	
115708	9/16/2014	195	OMAHA PUBLIC POWER DISTRICT			55,835.05			
115709	9/16/2014	195	OMAHA PUBLIC POWER DISTRICT			1,981.73			
115710	9/16/2014	46	OMAHA WORLD-HERALD			1,101.22			
115711	9/16/2014	3935	ORIENTAL TRADING COMPANY			204.27			
115712	9/16/2014	3039	PAPILLION SANITATION			863.81			
115713	9/16/2014	976	PAPILLION TIRE INCORPORATED			167.18			
115714	9/16/2014	2686	PARAMOUNT LINEN & UNIFORM			317.56			
115715	9/16/2014	1769	PAYLESS OFFICE PRODUCTS INC			159.53			
115716	9/16/2014	3058	PERFORMANCE CHRYSLER JEEP			834.52			
115717	9/16/2014	4037	PERFORMANCE FORD			112.20			
115718	9/16/2014	1821	PETTY CASH-PAM BUETHE			168.35			
115719	9/16/2014	1821	PETTY CASH-PAM BUETHE			205.34			
115720	9/16/2014	4304	PHYSICIANS MUTUAL			162.80			
115721	9/16/2014	75	BEVERLY PIPPITT			37.99			
115722	9/16/2014	1784	PLAINS EQUIPMENT GROUP			641.10			
115723	9/16/2014	605	PROTEX CENTRAL INCORPORATED			610.00			
115724	9/16/2014	1713	QUALITY AUTO REPAIR & TOWING			75.00			
115725	9/16/2014	58	RAINBOW GLASS & SUPPLY			55.00			
115726	9/16/2014	4888	RALSTON AREA BASEBALL ASSN			1,305.00			
115727	9/16/2014	427	RAMIREZ, RITA M			169.68			
115728	9/16/2014	292	SAM'S CLUB			712.98			
115729	9/16/2014	487	SAPP BROS PETROLEUM INC			17,221.09			
115730	9/16/2014	168	SARPY COUNTY LANDFILL			278.66			
115731	9/16/2014	395	SHAMROCK CONCRETE COMPANY			96.00			
115732	9/16/2014	115	SIRCHIE FINGER PRINT LABS			141.77			
115733	9/16/2014	3507	SUN VALLEY NATURAL STONE			458.21			
115734	9/16/2014	4276	SUPERIOR VISION SVCS INC			602.92			
115735	9/16/2014	332	SUSPENSION SHOP INCORPORATED			58.86			
115736	9/16/2014	1150	SUTPHEN CORPORATION			88.00			
115737	9/16/2014	264	TED'S MOWER SALES & SERVICE			18.40			
115738	9/16/2014	961	TIELKE'S SANDWICHES			2.80			
115739	9/16/2014	161	TRACTOR SUPPLY CREDIT PLAN			416.94			
115740	9/16/2014	1122	TURF CARS LTD			168.38			
115741	9/16/2014	4632	UPS STORE			28.76			
115742	9/16/2014	300	UTILITY EQUIPMENT COMPANY			187.04			
115743	9/16/2014	809	VERIZON WIRELESS			539.40			
115744	9/16/2014	78	WASTE MANAGEMENT NEBRASKA			568.81			
115745	9/16/2014	258	WATKINS CONCRETE BLOCK CO INC			165.00			
115746	9/16/2014	3150	WHITE CAP CONSTR SUPPLY/HDS			243.95			
115747	9/16/2014	4832	WOODHOUSE LINCOLN			243.08			

A-11



PO Box 1100, 100 Middle Street, Portland, ME 04104-1100

I N V O I C E

07/07/2014

Client #: 110382.41

Invoice #: 345731

City of La Vista
Sheila Lindberg
8116 Park View Boulevard
La Vista, NE 68128

\$

AMOUNT REMITTED

City of La Vista

BerryDunn
Invoice #: 345731

07/07/2014

Professional services rendered by our Government Consulting Group related to the project to assist the City of La Vista with consulting services for Financial Information Software System Selection.

Task 1: Needs Assessment (75% Complete) \$17,220.00

Current Amount Due \$ 17,220.00

A late charge of 1.5% per month (18% per annum) is added to the balance after 30 days.
For your convenience, we accept VISA and MASTERCARD.

(207)775-2387
www.berrydunn.com

*OK to pay
Buthe*

*05.71.0859.01
Consent Agenda 9/16
JES*

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE BARRACUDA SERVER ON-LINE BACKUP SERVICE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared authorizing the purchase of a one year service agreement from MNJ Technologies Direct to provide Barracuda on-line server backup software in an amount not to exceed \$7,780.

FISCAL IMPACT

The FY 15 General Fund Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The City currently uses a tape backup system for our servers. The City server backup tapes are collected every two weeks and taken to an offsite location by an external contracted company. This system may limit the City's ability to recover from an event that compromises the servers under the current operations. The Barracuda on-line backup system will provide daily backup of our servers and provide 24 hour turn around disaster recovery.

Quotes were requested for Barracuda On-line backup software from three vendors.

MNJ Technologies Direct	\$7,780
Insight	\$8,504
CDWG	\$8,479

The City's Strategic Technology Plan prepared by BerryDunn dated November 2011 estimated the costs for providing the City's own IT disaster recovery at \$50,000 per year for equipment and furnishings. With this on-line backup service agreement and an interlocal hosted service agreement, the City would see a substantial savings and meet the critical needs for an IT disaster recovery.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A ONE YEAR SERVICE AGREEMENT FROM MNJ TECHNOLOGIES DIRECT TO PRIVIDE BARRACUDA ON-LINE SERVER BACKUP SOFTWARE IN AN AMOUNT NOT TO EXCEED \$7,780.

WHEREAS, the City Council has determined that an agreement for Barracuda on-line server backup software is necessary; and

WHEREAS, the FY 15 General Fund Budget provides funding for the proposed purchase; and

WHEREAS, quotes were requested and MNJ Technologies Direct provided the lowest responsible quote; 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, by the Mayor and City Council of the City of La Vista, Nebraska, authorizing the purchase of a one year service agreement from MNJ Technologies Direct to provide Barracuda on-line server backup software in an amount not to exceed \$7,780.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FMCJ416	6439169	8/4/2014

BILL TO:
CITY OF LA VISTA
8116 PARK VIEW BLVD**SHIP TO:**
CITY OF LA VISTA
Attention To: PJ BIODROWSKI
8116 PARK VIEW BLVDAccounts Payable
LA VISTA , NE 68128-2132LA VISTA , NE 68128-2132
Contact: PJ BIODROWSKI 402.593.2358

Customer Phone #402.537.3900

Customer P.O. # 1 YEAR QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
NICK BRAILSFORD 877.882.9726		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	STATE
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2611309	BARRACUDA BACKUP SERV 490 W/1YR EU Mfg#: BBS490A11 Contract: National IPA Technology Solutions 130733	6,248.19	6,248.19
1	2671549	BARRACUDA BACKUP SERV 490 1YR UNLMD Mfg#: BBS490A-B1 Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	2,231.56	2,231.56
		SUBTOTAL FREIGHT TAX		8,479.75 0.00 0.00
				US Currency
			TOTAL	8,479.75

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8242

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Insight Public Sector SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

SOLD-TO PARTY

City Of La Vista
8116 PARK VIEW BLVD
LA VISTA NE 68128-2132
USA

SHIP-TO ADDRESS

City Of La Vista
8116 PARK VIEW BLVD
LA VISTA NE 68128-2132
USA

Quotation

Quotation Number	215916712	Creation Date	04-AUG-2014
PO Number	:		
PO Release	:		
Customer No.	:	10033635	
Sales Rep	:	Jack Fritze	
Email	:	gfritze@insight.com	
Telephone	:	480-409-6070 X 6070	

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier / Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process lasts less than five minutes.

Material	Description	Quantity	Unit Price	Extended Price
BBS490AU11	BARRACUDA BACKUP SVR 490 W/1Y EU+IR+BU	1	8,504.06	8,504.06

OPEN MARKET

Product Subtotal	8,504.06
Tax	0.00
Total	8,504.06



Quotation Number/ Creation Date

215916712 / 04-AUG-2014

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Jack Fritze

480-409-6070 Ex 6070

gfrtze@insight.com

Fax: 480-760-8247

U.S. Communities IT Products, Services and Solutions Contract No.
4400001195 (RQ09-997736-42B)

Insight Public Sector (IPS) is proud to be a contract holder for the
U.S. Communities Technology Products and Technology Services/Solutions
Contract.

This competitively solicited contract is available to participating
agencies of the U.S. Communities Government Purchasing Alliance. U.S.
Communities assists local and state government agencies, school
districts (K-12), higher education, and nonprofits in reducing the cost
of purchased goods by pooling the purchasing power of public agencies
nationwide. This is an optional use program with no minimum volume
requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and
honor the prices on this quote, your agency must be registered with U.S.
Communities. Our sales teams would be happy to assist you with your
registration. Please contact them for assistance -- the registration
process lasts less than five minutes.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative
for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written agreement in which case

the terms and conditions of the separate written agreement shall govern.

<https://www.ips.insight.com/us/en/terms-conditions/terms-of-sale-products.html>



MNJ TECH PUBLIC SECTOR LLC
1027 E BUSCH PARKWAY
Buffalo Grove, IL 60089
(877) 665-4681

QUOTE

DATE

QUOTE NO

08/04/2014

0950061597

Page: 1

P.O.:

PRINTED: Aug 4, 2014 1:51 pm

ORDERED BY: KEVIN L POKORNY

SALESPERSON:	Jimmy Lochner
EMAIL:	jlochner@mnjtech.com
PHONE NO:	(847) 876-8841
EXT:	8341

BILL TO: (00-5008361)

CITY OF LA VISTA
8116 PARK VIEW BLVD
SHEILA LINDBERG
La Vista, NE 68128

SHIP TO: (9999)

CITY OF LA VISTA
8116 PARK VIEW BLVD
La Vista, NE 68128

ATTN:

ATTN: KEVIN L POKORNY
Phn: 4023314343
Email: kpokorny@cityoflavista.org

LN	PRODUCT	QTY ORD	DESCRIPTION	PRICE (\$)	AMOUNT (\$)
1	MNJ10523093	1	Barracuda Networks, Inc - BARRACUDA BACKUP SERVER 490 WITH 1 YEAR EU+IR+BU	7,780.00	7,780.00

MFG PART NO: BBS490AU11

Net Order:	\$7,780.00
Sales Tax:	\$0.00
Shipping Charges:	\$0.00
Total:	\$7,780.00
Less Deposit:	\$0.00
Order Balance:	\$7,780.00

Thanks for the opportunity. We appreciate all your business

SHIP VIA

FEDEX GROUND

FOB

TERMS

Net 30 Days

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA

Subject:	Type:	Submitted By:
UPGRADING AND MIGRATION OF THE VOICEMAIL SERVER TO SARPY COUNTY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to approve the upgrading and migration of the City's Voicemail server to Sarpy County as referenced in the hosting computer services interlocal agreement in an amount not to exceed \$13,094.52.

FISCAL IMPACT

The FY 14 General Fund Budget has savings which will pay for the proposed upgrade.

RECOMMENDATION

Approval.

BACKGROUND

The City in entering into the Interlocal Agreement with Sarpy County for Hosted Services agreed to cover all charges from Huntel for the upgrade/migration of the Voicemail server. After examination of the current Voicemail server, it was discovered our software and hardware would have to be upgraded in order to make the migration. The Voicemail 200 system was first installed over 18 years ago with an upgrade in 2006 to the 200 ICP PBX. In order to upgrade the 200 ICP PBX to a current hardware and software system that can migrate to Sarpy County the cost would be \$9,100. However, the 200 ICP PBX Voicemail system would still be over 18 years old and is closing in on the need to be replaced.

In working with Sarpy County IT and Huntel, a second option was presented to assist in making the Voicemail server migration to Sarpy and at the same time, replacing the old Voicemail with MiVoice Business Enterprise 3300. This new 3300 system will carry the City 15 years or more and prevent the need to replace the Voicemail in the near future at a significant cost. In addition, the City's Strategic Technology Plan prepared by BerryDunn dated November 2011 pointed out the fact that the configuration of the City phone system can be improved (in particular the Voicemail system). The new Voicemail would address those issues outlined in the report, as well as, address the disaster recovery capabilities by having backup functionality at City Hall, the Police Department and at Public Works which the 200 ICP PBX currently does not provide.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE UPGRADING AND MIGRATION OF THE CITY'S VOICEMAIL SERVER TO SARPY COUNTY IN AN AMOUNT NOT TO EXCEED \$13,094.52.

WHEREAS, the City Council has determined that an upgrading and migration of the City's voicemail server to Sarpy County is necessary; and

WHEREAS, the FY 14 General Fund Budget provides savings to fund the proposed project; 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, by the Mayor and City Council of the City of La Vista, Nebraska authorizing the upgrading and migration of the City's voicemail server to Sarpy County in an amount not to exceed \$13,094.52.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\14 FINAL RESOLUTIONS\14.
Upgrading And Migration Of Voicemail Server To Sarpy County.Doc



QUOTE
9/5/2014

14109 "S" Street
Omaha, NE 68137

CITY OF LAVISTA PBX Upgrade

QTY	Part Number	Description	Unit Cost	Sell
MiVoice Business - Core Hardware and Software				
1	54005330	Enterprise License Group	\$620.00	\$620.00
0	54005748	MiVoice Business Virtual for Enterprise	\$926.90	\$0.00
User Licenses				
43	54004975	MiVoice Bus License - Enterprise User	\$111.60	\$4,798.80
MiCollab, MiCollab Client				
1	54005442	MiCollab Virtual Appliance	\$ 616.90	\$616.90
	includes: MBG Base, UC Mobile Base, UC Base, NuPoint Base, MCD App Connection Lic (5).			
2	54005611	MiCollab NPUM MiVBus Mailbox Licensesx50	\$ 930.00	\$1,860.00
NuPoint Unified Messaging				
1	54001627	NPUM Record A Call	\$ -	\$0.00
Software Assurance and Support				
43	54005197	Stnd S/W Assur MiVoice Business User	\$ 4.80	\$206.40
1	54005222	Stnd S/W Assurance MiCollab Base	\$ 48.00	\$48.00
100	54005223	Stnd S/W Assurance MiCollab UM Mailbox	\$ 1.68	\$168.00
1	54005419	Stnd S/W Assur Designated License Mgr	\$ -	\$0.00
0	54005755	Stnd S/W Assur MiVoice Bus Virtual Base	\$ 60.00	\$0.00
1	54005193	SWA CX Gateways	\$ 576.42	\$576.42
40	NSI-LABOR	Labor to Install	\$ 105.00	\$4,200.00
TOTAL Plus shipping and applicable taxes				\$13,094.52

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA

Subject:	Type:	Submitted By:
FINANCIAL INFORMATION SOFTWARE SYSTEM NEEDS ASSESSMENT REPORT	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

BerryDunn, the Financial Information Software System Consultants have submitted a final draft of the Needs Assessment Report to the City.

FISCAL IMPACT

N/A

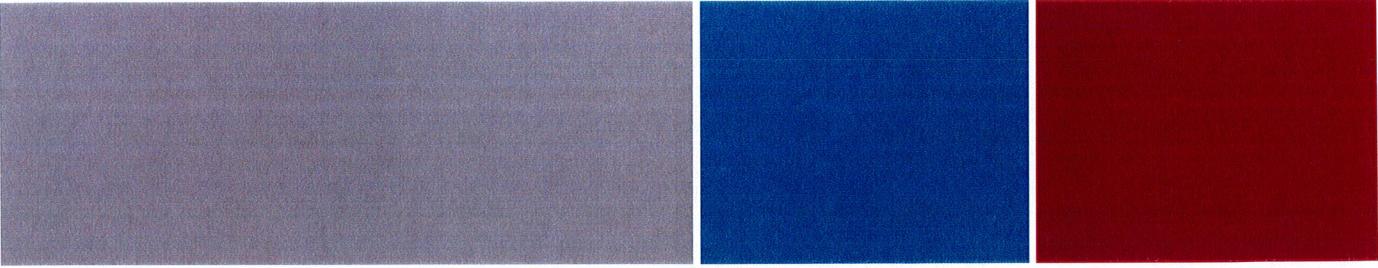
RECOMMENDATION

Approval

BACKGROUND

BerryDunn met with functional area stakeholders over three days, June 17th – June 19th, to review, evaluate and document the City's existing systems functionality and understand processes that are critical or unique to the City. The information gathered during these meetings is used to develop the Needs Assessment Report and ultimately a Request for Proposal (RFP) to procure a new Financial Information Software System. A representative from BerryDunn will be in attendance.

The draft Needs Assessment Report is attached for your review.



City of La Vista

Financial Information Software System Selection Project



Needs Assessment Report

Version 2
August 12, 2014

Prepared for:
City of La Vista
8116 Park View Boulevard
La Vista, Nebraska 68128



City of La Vista

Financial Information Software System Selection Project

Table of Contents – Version 2

Executive Summary	3
1.0 Introduction	6
1.1 Project Background	6
1.2 Report Format	6
1.3 Work Performed	7
1.4 Enterprise Resource Planning (ERP) System Background	8
1.5 Common Terms and Abbreviations	11
2.0 Business Processes	12
2.1 General Ledger, Financial Reporting, and Treasury Management.....	12
2.2 Budgeting	13
2.3 Purchasing	14
2.4 Accounts Payable.....	16
2.5 Accounts Receivable and Cash Receipts	17
2.6 Human Resources.....	18
2.7 Time Entry and Payroll	19
2.8 Fixed Asset Management.....	20
2.9 Work Orders.....	21
2.10 Grant Management	21
2.11 Project Management	22
2.12 Planning and Permitting	22
2.13 Inspections	23
3.0 Current Application Environment.....	24
3.1 Summit (Data-Tech)	24
3.2 Payroll Maxx.....	24
3.3 LandPort	25
3.4 Blue Prince.....	25
3.5 Additional Commercial Applications.....	25
4.0 Current Application Environment.....	26
4.1 Internal Support Model	26
4.2 Vendor Application Support.....	26

4.3	Network Infrastructure	26
5.0	User Web Survey	28
5.1	Survey Questions	28
5.2	Survey Responses	30
6.0	Primary Challenges and Areas for Improvement.....	31
7.0	Improvement Options and Considerations.....	34
7.1	Comparison of Options.....	34
7.2	Summary of Considerations	36
8.0	Plan of Action	38
8.1	RFI Approach and Responding Vendors	38
8.2	RFI Responses	39
8.3	System Functionality	43
8.4	Point Solutions	45
8.5	Implementation Approach.....	45
8.6	Resource Teams	47
9.0	Next Steps	52
Appendix A: Project Participants		53
Appendix B: Web-Based Survey Responses.....		55
Appendix C: Application Inventory		58
Appendix D: Request for Information Document.....		59

Version	Delivered Date	Update Reason
Draft 1	July 16, 2014	Draft 1 of the Report submitted to the City for review
Version 1	August 5, 2014	Version 1 of the Report submitted to the City for review based on Draft 1 feedback.
Version 2	August 12, 2014	Version 2 of the Report submitted to the City for review based on Version 1 feedback.

Table i: Version History of the Report

Executive Summary

The City has retained Berry Dunn McNeil & Parker, LLC (BerryDunn) to provide consulting services to assess the City's comprehensive software needs and assist the City with the selection of a Financial Information Software System. The City currently uses Summit (Data-Tech) FMS (Financial Management System), which includes general ledger accounting and reporting, receipt management, accounts payable, purchase orders, payroll/human resources, fixed asset management, and a bank module. The City is interested in identifying an innovative and effective solution for meeting its current and future financial management system needs. There are four major tasks involved in this project:

1. Evaluation of Current Processes and Systems, and Needs Assessment
2. Development of a Request for Proposal Document
3. Evaluation and Selection of a Vendor
4. Contract Negotiations

These tasks will include developing a needs assessment report, defining requirements for a new system, and assisting with the development of a request for proposal document. This phase of the project will conclude once contract negotiations with the selected vendors have been finalized.

In late April 2014, BerryDunn conducted an initial project planning meeting with the City Project Team to review the proposed Plan of Services and Schedule, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks as appropriate. Prior to conducting on-site work, BerryDunn requested information from the City in order to become more familiar with the current environment. A web survey was provided to City staff to understand issues and challenges with current system(s) and/or business processes in place.

In June 2014, BerryDunn facilitated a Project Kickoff Meeting with the City Project Team and department users. During the meeting, BerryDunn and City Project Team members were introduced and a review of the approach and timeline for the project was provided. In addition, City staff had the opportunity to ask questions about the project and the City's goals and objectives.

Following the Project Kickoff Meeting, BerryDunn facilitated fact-finding meetings with department users of the existing Summit system. The purpose of these meetings was to follow up on information previously provided, document high-level functional requirements necessary to meet the City's needs, understand the current business processes associated with the City's Summit system, and identify challenges in the current Summit system. In addition to meeting with the users of Summit, BerryDunn also met with staff that supports other City business functions that do not use Summit and either use a different City system or rely on manual processes. The meetings were conducted based on functional areas listed in the following table:

Table v.1: Fact-Finding Subject Areas

Fact-Finding Subject Areas	
No.	Functional Area
1	General Ledger, Financial Reporting, and Treasury Management
2	Budgeting
3	Purchasing
4	Accounts Payable
5	Accounts Receivable and Cash Receipts
6	Planning and Permitting
7	Inspections
8	Fixed Asset Management
9	Project Management
10	Grant Management
11	Work Orders
12	Human Resources
13	Time Entry and Payroll

There were many challenges related to the current systems and environment at the City identified as a result of the fact finding activities. Many of the challenges are documented in Section 2.0 Business Processes. BerryDunn has identified the ten primary challenges and areas for improvement in the current environment at the City. These challenges are identified in the table below and described in detail in Section 6.0.

Table v.2: Challenges and Areas for Improvement

Challenges and Areas for Improvement	
1	Lack of integration among existing enterprise applications
2	Instances of several point solutions
3	Reliance on manual and paper-based processes
4	Limited query and reporting capabilities
5	Limited or inadequate functionality in current systems
6	Budget information is manually submitted by departments
7	Multiple applications for human resources
8	Limited document management capabilities
9	Unliquidated purchase orders are cancelled at year end
10	An accounts receivable module is not utilized

Section 7.0 presents the two improvement options that will each provide varying improvements to the current environment, identified in the following table:

Table v.3: Improvement Options

Improvement Options	
1	Initiate procurement to select and implement an ERP system
2	Issue RFP for integrated core financials, human resources, and payroll with integration to community development

The Request for Information process was administered concurrently with the Needs Assessment Report development. A draft RFI package consisting of an Instructions Memo and Workbook was developed by BerryDunn based on information gathered during the fact-finding efforts and the considerations needed for the City's planning. This draft package was reviewed by the City with appropriate feedback provided. The RFI was released to the vendor community in July. This process is further described in Section 8.0 of this Report.

Based on the improvement options analyzed, Improvement Option 2 would most improve the effectiveness of the City's systems environment. This option involves replacing the current City system with a financial, human resources, and payroll application through a competitive procurement with the ability for a single or multiple vendors to propose on all functionality.

As the City moves forward in the project, next steps involve developing a detailed listing of functional and technical requirements required in a new system. These requirements will then be validated with City staff during Joint Requirements Planning work sessions, and incorporated into the Request for Proposal document that will be distributed to the vendor community. These next steps are summarized in the table below.

Table v.4: Next Steps in the Project

Project Deliverables
Task 2: Request for Proposal Document
D3. Preliminary Functional and Technical Requirements
D4. Final Functional and Technical Requirements
D5. RFP Document
Task 3: Evaluation and Selection of a Vendor
D6. System Selection Assistance
Task 5: Contract Negotiations
D7. Contract Negotiations

1.0 Introduction

1.1 Project Background

In January 2014, the City of La Vista (the City) released an RFP (Request for Proposal) seeking the services of a qualified consultant in order to provide Financial Information Software System advisory services, including conducting a needs assessment, developing functional and technical requirements, developing a request for proposal, assisting with software evaluation and selection of a vendor, assisting with contract negotiations and software implementation.

The City has retained Berry Dunn McNeil & Parker, LLC (BerryDunn) to provide consulting services to assess the City's comprehensive software needs and assist the City with the selection of a Financial Information Software System. The City currently uses Summit (Data-Tech) FMS (Financial Management System), which includes general ledger accounting and reporting, receipt management, accounts payable, purchase orders, payroll/human resources, fixed asset management, and a bank module. The City is interested in identifying an innovative and effective solution for meeting its current and future financial management system needs. There are four major tasks involved in this project:

5. Evaluation of Current Processes and Systems, and Needs Assessment
6. Development of a Request for Proposal Document
7. Evaluation and Selection of a Vendor
8. Contract Negotiations

These tasks will include developing a needs assessment report, defining requirements for a new system, and assisting with the development of a request for proposal document. This phase of the project will conclude once contract negotiations with the selected vendors have been finalized.

1.2 Report Format

This report is comprised of eight sections and an executive summary, as described below:

1. **Introduction.** This section describes the background of the project, the format of the report, the work performed in the development of the report, a background of the developments in the ERP software marketplace, and defines key terms and abbreviations used throughout the Report.
2. **Business Processes.** This section outlines the City's current department business processes at a high level.
3. **Current Application Environment.** This section describes the City's current application environment, including areas of integration with specialized, stand-alone applications.

4. **Current Technical Environment.** This section describes the current support structure and processes related to the City's existing applications.
5. **User Web Survey.** This section contains the survey questions as well as key themes as reported in the survey responses.
6. **Primary Challenges and Areas for Improvement.** This section summarizes the primary challenges and areas for improvement in the current environment.
7. **Improvement Options and Considerations.** This section of the report presents the improvement options for the City as well as their related benefits and limitations.
8. **Plan of Action.** This section provides an analysis of the improvement options and will summarize the considerations the City should review and assess as it begins the planning related to the next steps in the project.
9. **Next Steps.** This section identifies the next steps in the project.

1.3 Work Performed

In late April 2014, BerryDunn conducted an initial project planning meeting with the City Project Team to review the proposed Plan of Services and Schedule, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks as appropriate.

Prior to conducting on-site work, BerryDunn requested information from the City in order to become more familiar with the current environment. A web survey was provided to City staff to understand issues and challenges with current system(s) and/or business processes in place.

In June 2014, BerryDunn facilitated a Project Kickoff Meeting with the City Project Team and department users. During the meeting, BerryDunn and City Project Team members were introduced and a review of the approach and timeline for the project was provided. In addition, City staff had the opportunity to ask questions about the project and the City's goals and objectives.

Following the Project Kickoff Meeting, BerryDunn facilitated fact-finding meetings with department users of the existing Summit system. The purpose of these meetings was to follow up on information previously provided, document high-level functional requirements necessary to meet the City's needs, understand the current business processes associated with the City's Summit system, and identify challenges in the current Summit system. In addition to meeting with the users of Summit, BerryDunn also met with staff that supports other City business functions that do not use Summit and either use a different City system or rely on manual processes. The meetings were conducted based on functional areas listed in the following table:

Table 1.1: Fact-Finding Subject Areas

Fact-Finding Subject Areas	
No.	Functional Area
1	General Ledger, Financial Reporting, and Treasury Management
2	Budgeting
3	Purchasing
4	Accounts Payable
5	Accounts Receivable and Cash Receipts
6	Planning and Permitting
7	Inspections
8	Fixed Asset Management
9	Project Management
10	Grant Management
11	Work Orders
12	Human Resources
13	Time Entry and Payroll

Immediately following the on-site work sessions, BerryDunn coordinated follow-up fact-finding activities in developing this Needs Assessment Report.

1.4 Enterprise Resource Planning (ERP) System Background

This report assesses the needs in the current environment at the City related to its current financial system and the associated business processes. An ERP system can assist an organization in leveraging the strengths in the current environment and address the challenges, and assist the City in performing its mission critical tasks. The following two sub-sections contain background information related to ERP systems in general.

1.4.1 ERP Definition

ERP is an information technology industry term for integrated, multi-module application software packages designed to serve and support several business functions across an organization. An ERP system is a strategic tool that helps the organization improve operations and management by integrating business processes and helping to optimize the allocation of available resources (human resources, assets, inventory, cash, etc.).

ERP systems have been developed to include a variety of modules that can be implemented with some independence depending on the need of the organization. There are, however, some groups of modules that are typically required to be implemented together so that baseline functionality is

available. The following table indicates what is typically implemented as “core” modules both within financials and human resources and those that are considered ancillary. Ancillary modules are those that can typically be implemented independently based on the needs of the organization.

Table 1.2: Nature of ERP System Modules

Nature of ERP System Modules		
Area	Common Core Modules	Examples of Ancillary Modules
Financial Management	<ul style="list-style-type: none"> • General Ledger • Budgeting • Purchasing • Accounts Payable • Accounts Receivable 	<ul style="list-style-type: none"> • Inventory • Capital Assets • Work Orders • Project Accounting • Grant Management
Human Resource Management	<ul style="list-style-type: none"> • Human Resources (i.e., employee file) • Payroll Processing 	<ul style="list-style-type: none"> • Applicant Tracking • Performance Management • Training Management • Discipline • Time and Attendance
Land Management and Revenue	<ul style="list-style-type: none"> • Tax Billing • Utility Billing • Real Estate and Personal Property • Planning and Zoning 	<ul style="list-style-type: none"> • Permits • Inspections • Code Enforcement • Business Licenses

It is important to note that in some cases an ancillary module is determined to address a need significant enough that it will be implemented among those core modules. An example may be project accounting if projects are currently tracked using an account number segment and were to change through the implementation of a new system.

ERP systems are typically commercial software packages that facilitate collection and integration of information related to various areas of an organization such as finance, accounting, human resources, inventory, procurement, and customer service. By becoming the central information center of the organization, ERP systems allow the organization to better understand its business, direct resources, and plan for the future. The systems enable the organization to standardize and improve its business processes to implement best practices for their industry.

Today ERP systems are often implemented with relational database management and business intelligence software that allows organizations to make use of a centralized data repository. Industry trends suggest these technology systems often help improve management reporting functions, data analysis, and report design and distribution functions within an organization. When used effectively,

the systems can enable governments to concentrate efforts on serving citizens, assisting City staff, and maximizing the use of available resources.

1.4.2 The History of ERP

During the 1970s, commercial software development largely focused on creating systems for the manufacturing industry. Most software packages were developed to operate on large mainframe-based systems and supported traditional inventory management functions. The focus gradually shifted to Material Requirement Planning (MRP) systems that provided information that helped leaders make decisions regarding staff resources, time, and raw materials required for the procurement, assembly, and distribution of a product. These systems continued to be primarily custom-designed for each organization. During this time period, government organizations primarily relied on custom-developed software or were not automated, since commercially available software for government clients was not widely available.

In the 1980s, companies began to integrate the other resources of a manufacturing organization into their computer systems. The integration concept gave rise to Manufacturing Resources Planning II, or MRP-II. MRP-II was conceived as a method for effective planning of all the resources of a manufacturing company. Commercial software developers began creating similar systems for various industries, including government, during the 1980s. Organizations in other industries began implementing financial systems once they recognized the successes achieved by manufacturing organizations. State and large City government organizations began implementing commercially available systems in the early-to-mid 1980s.

Changes in technology during the 1980s and 1990s, advancements in personal computing, and infrastructure purchases in the marketplace drastically changed the requirements of system integration. Organizations implemented software from multiple software companies to automate their various business functions. Selecting the best fit software from multiple software companies led to the “best of breed” approach.

During the 1990s, the Internet spurred the desire to share data. Organizations using the “best of breed” approach were typically faced with increasing software integration costs in order to share data between disparate computer systems. As Year 2000 (Y2K) problems began to be addressed by organizations, many were faced with large costs to modify existing systems to make them Y2K compliant. Some organizations took this as an opportunity to replace their “best of breed” applications with a single integrated ERP application from one vendor that met their business needs. For these reasons, many organizations in both the public and private sectors began implementing large scale ERP systems in the mid-to-late 1990s.

Since the change in the millennium, there have been many changes in the ERP system marketplace. More specifically, most ERP vendors have re-architected and/or enhanced their systems to take advantage of Internet technologies and capabilities. In addition, significant consolidation in the vendor community took place in the first half of the most recent decade. For example, Oracle acquired JD Edwards and PeopleSoft and Microsoft acquired a number of small to mid-sized ERP software

vendors. In the past, most ERP software vendors could be classified as a Tier I, Tier II, or Tier III vendors, based on the typical size of their client base (i.e., Tier 1 vendors would serve the largest clients). Recently, many Tier I vendors have made significant investments to serve smaller clients, and likewise most Tier II and Tier III vendors are now serving larger clients. This trend has provided new alternatives for public sector organizations where previously software company mergers were starting to limit the options available.

1.5 Common Terms and Abbreviations

The following table contains a selection of the common terms and abbreviations used throughout this report along with the related definitions and explanations.

Table 1.3: Common Terms and Abbreviations

Common Terms and Abbreviations		
No.	Term/Abbreviation	Definition/Explanation
1	ACH	Automated Clearing House
2	BerryDunn	Berry Dunn McNeil & Parker; the consulting firm retained by the City to assist with this project.
3	CIP	Capital Improvement Program
4	COTS	Commercial Off The Shelf
5	DDS	Direct Deposit Statement
6	ERP	Enterprise Resource Planning
7	GASB	Government Accounting Standards Board
8	HR	Human Resources
9	MS	Microsoft
10	PO	Purchase Order
11	PAF	Personnel Action Form
12	PRF	Personnel Requisition Form
13	RFI	Request for Information
14	RFP	Request for Proposal

2.0 Business Processes

This section of the report describes the current department business processes that were analyzed as part of this project. Within the sub-sections to follow, the specific department business processes are outlined including the identification of areas where applications, spreadsheets, and/or manual and paper-based processes are used. The descriptions are not intended to detail each step involved in the process, but instead to highlight the major activities and areas of challenge.

2.1 General Ledger, Financial Reporting, and Treasury Management

The City currently uses Summit (Data-Tech) to manage the General Ledger. The current General Ledger Account structure is depicted below, consisting of four segments and 10 digits. The City reports on an October – September fiscal year across 12 periods.

Account Structure

All Numeric Values

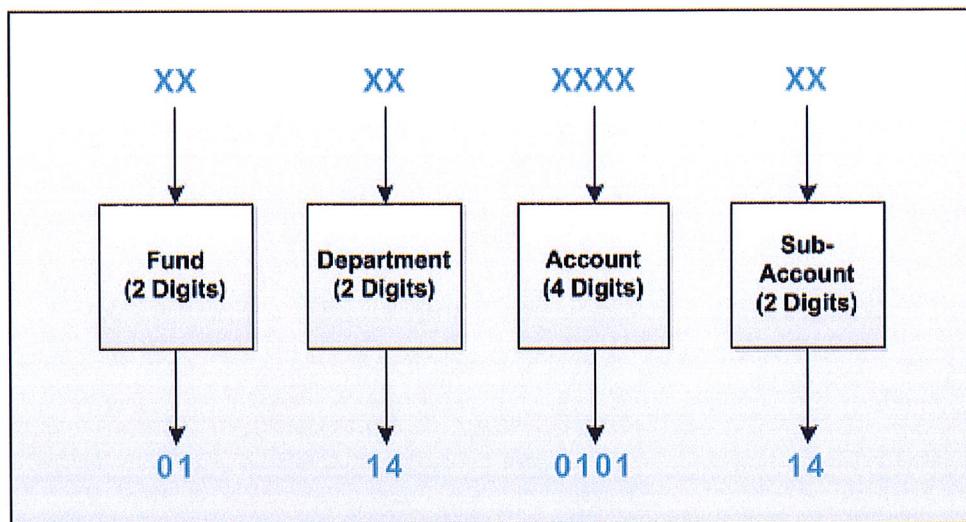


Figure 2.1 Chart of Account Structure

It was reported that one of the constraints of the Summit system is that it only allows a maximum of four segments in the chart of account structure; the City would like the ability to use more than four. In the current environment, security permissions are applied to users at the account level; however, the City expressed a desire to be able to restrict user access at the department level in a future system.

Journal entries are currently handled by two City staff members, and the average volume of entries is around two dozen per month. Entries are made into MS Excel by two staff members, and then printed and submitted to the Finance Director for review and approval. One of the initial staff members in the process then enters and posts the entry in Summit. Some individual entries may range up to several pages long when printed from MS Excel. Some recurring journal entries are carried out in Summit

through the use of templates; however, they require manual entry of a title, amount, and description. Reversals are entered manually and require posting of a new journal entry. The City expressed a desire for greater flexibility in the journal entry process, including the ability to automatically perform reversals, to allow departments to enter their own journal entries that could be routed to accounting for review and posting, and to import into a new system directly from MS Excel. It was further noted by the City that due to limitations in the Summit system, a journal entry may not exceed 99 lines. Staff expressed a desire to have an unlimited number of lines per journal entry in a future system.

It was reported that there is limited reporting capability in the Summit system. Many of the reports that are generated are input into MS Excel and manipulated to produce the desired information in desired formats. Further, several departments are using MS Excel to track and maintain budget related information in order to supplement the Summit system.

2.2 Budgeting

The City currently uses a combination of MS Excel worksheets and Summit for budgeting. The budgeting process begins in February external to the Summit system when the Finance department starts the process of creating the budget packets for each department. The contents of the budget packets include multiple MS Excel worksheets, organizational charts, and reports produced from Summit. Information provided within the MS Excel worksheets includes the following and is used by the departments for informational purposes to create their budget requests:

- Quarterly newsletter, postage, and computer services costs by department
- Salary & benefits expenses and overall operating expenses by department
 - Includes current year budget, last year actual, and next year's base budget
- Personnel salary projection costs

Departments begin completing the budget packets after they are distributed in April. An MS Excel worksheet is provided with the budget line item account numbers included, but the remainder of the worksheet is blank in order for the department to complete the budget request. Departments enter the current year's approved budget; most departments use the budget book as the basis for this information. Departments are required to enter a year-end estimated budget amount; however, it was reported by City staff that this can be a difficult figure to estimate due to the lack of forecasting capabilities in the current system. The budget request for next year's budget is then entered in addition to any grants, annexation, and capital requests. Additional blank MS Excel worksheets are provided for budget justification purposes. These include a staffing plan by department for next year's budget and the following four future years, travel and training budget requests, capital requests, and anticipated grants. The budget packets are submitted from the departments to the Finance department in both hard copy and electronic format by May with a review in June.

It was reported that most departments are using a combination of budget data from Summit and budget data maintained in MS Excel for reporting purposes. It was reported that the existing system does not provide the ability to perform any budgetary "what-if" scenarios as this is currently performed in MS Excel. The City will need a future system to provide "what-if" capabilities. This also includes the

ability of a future system to provide budget forecasting capabilities in order to plan more effectively for equipment, personnel, and annexation costs.

It was reported that the process to create the budget preparation worksheets is time consuming and adds additional steps to the budget process. The City will need a future system to provide the ability to view budgetary amounts by line item and enter their budget requests directly into the system through a user-friendly data entry interface. It was reported that the future system will also need to provide the ability to roll up budget line items or sub-accounts to the overall department budget.

Personnel budgeting is currently based on manual processing. MS Excel is the primary tool for this, and staff manually create worksheets with existing personnel cost information for a variety of calculations and projections. It was reported that the City will need a future system that is integrated with a human resources and payroll module in order to provide personnel data for salary and benefit projections.

Table 2.1: City of La Vista Budget Process

City of La Vista Budget Process	
Timeline	Process/Step
February – March	The Finance department creates budget packets.
April	Budget packets distributed to departments.
April-May	Departments complete budget packets.
May	Budget packets due from Departments to the Finance department.
June	Departments meet with the Finance and the Administration departments to discuss budget.
July	Council workshops.
August	Public budget hearing and two readings of the budget ordinance.
September	Final reading of the budget ordinance with approval to the State.

The City currently uses a combination of MS Excel and Plan-It for the Capital Improvement Plan (CIP) process. The City recently implemented the Plan-It system and is in the process of determining how to effectively utilize this system. The City is also open to exploring the capabilities that a future system can provide regarding CIP functionality. Currently, departments create and maintain a list of potential capital improvement projects, then meet internally to discuss their capital projects, and prepare a Project Detail Form for each project. Each project is prioritized using a numerical evaluation criterion. Information is entered into Plan-It based on the information provided on the Project Detail Form.

2.3 Purchasing

The City currently uses a combination of Summit and paper-based documents in the Purchasing process. The departments utilize their own individual paper-based requisition forms, which are provided to their department head for approval. After receiving a manual signature, a requisition is

entered into Summit. At the end of each day, the Finance Department prints a requisition reports that is given to the Finance Director for approval. The requisitions are then rolled to purchase orders, printed, and distributed to the requisitioning department. Several City departments reported using MS Excel spreadsheets to track their own requisitions as a workaround to querying the information in Summit. Further, manual processes are used to track expenditures against contracts in MS Excel, particularly as they relate to Capital Improvement Program projects. The City departments desire to keep the ability to split requisitions by account code across multiple accounts, but would also like to be able to restrict departments from entering in certain account codes.

The City reported that when purchase orders (POs) are created, they are manually printed and distributed. A paper purchase order file is maintained with all supporting documentation (requisition, quotes, etc.) as the Summit system is limited in its ability to attach documentation. The City reported a desire to move to a paperless requisition and PO process that would allow for scanning in supporting documentation and attaching it to a purchase order in a new system.

It was reported that in instances of discrepancies where the obligated amount on the PO differs from the amount on the vendor invoice, a rubber approval stamp is used to mark the PO. The paper PO is then provided to the department head that approves the change and provides the PO back to the Finance department. The Finance department must manually make the adjustment to the PO in Summit. Many of the same processes are in place for the City's credit card, which currently has approximately 40 cards in use.

The City uses Notify Me on the City website – a notification service that allows contractors to sign up to receive notice of bid postings to the City website. The City does not have bid management capabilities in the current environment. A table containing the purchasing thresholds and advertising requirements appears below:

Table 2.2: City of La Vista Purchasing Thresholds

Purchasing Thresholds	
Amount	Policy
\$500 - \$5,000	Informal – obtain three quotes if possible
\$5,000 - \$30,000	Semiformal – develop RFP and obtain three quotes
\$30,000 and above	Formal – solicitation and publication process required

The City website does not allow for electronic proposal submission by contractors. In the Summit system, there are approximately 5,000 vendors. The vendors that require a 1099 are tied to the Summit Accounts Payable module. The City reported a desire to have bid functionality in a new system and allow for electronic submission of proposals. It was reported by the City that the Finance department maintains the existing vendor file; however, there are instances when duplicate vendors exist in the system.

It was reported that, due to system limitations surrounding year end, all unliquidated purchase orders are closed at fiscal year-end. Once a new fiscal year is opened, all purchase orders that were closed must be manually reentered with the appropriate current fiscal year accounting information. City staff reported the desire for a future system to provide functionality that would allow the City to carry over unliquidated purchase orders to the new year.

The City is currently using credit cards, and has issued approximately 40 cards to City staff through First Westroads Bank Card Member Services. City staff reported the desire to move to a purchasing card vendor in the near future. Further, the City reported some perceived difficulties surrounding the credit card program and reconciling statements. Transactions are reconciled on a monthly basis by the Finance Department, who matches purchase orders to the statement. The payment is then posted within the Accounts Payable module in Summit.. In the current environment, the City does receive a master statement that includes all individual cardholders' activity. It was reported that a future system should have the ability to interface directly with the future bank for purchasing card transactions and reconciliation.

2.4 Accounts Payable

The City currently uses the Accounts Payable module in the Summit system, in addition to several manual paper-based processes. Paper and electronic invoices are accepted by the City, and manually entered into Summit by the Finance department or attached to the PO. Electronic invoices are all printed prior to payment. All invoices, in paper form, are stamped by the Finance department when entered in Summit. A receiving module or functionality is not being used within Summit, nor are any paper-based receiving documents. The City reported printing approximately 5,000 checks per year, with two check-runs per month, with the exceptions being three in September and one in October.

For invoices received from vendors for which the City has a purchase order, the invoice is sent to the appropriate department to be matched with the purchase order and submitted to Finance to process payment. When an employee purchases an item using a blanket purchase order, a receipt, or "ticket" is brought back to the City offices and stamped, coded, signed, and dated by the department head. The tickets are then submitted to the Finance department. A monthly statement is then sent to the City by the vendor, and each item on the statement must be matched up to the stamped tickets by the Finance department. It was reported that often it can be difficult to match up tickets with line items on the monthly invoice as there may be upwards of 100 line items on a statement. Additionally, often tickets cannot be located and the Finance department must visit each department to identify the requisite information related to the charges. When the monthly statement is ready to be paid, the Finance department must manually enter each line item into the Summit system and code each line item to the appropriate department and budget.

City staff reported that in the process of preparing the claim and prior to printing checks, they must run a report and reconcile it to the general ledger.. It was reported that the amount on this report does not match, and manual processes are in place to balance the totals prior to moving forward with the

check process. Twice per month the Finance department prepares all payment files along with the check register and submits it to City Council for review.

The City reported difficulty surrounding the partial liquidation of purchase orders within the Summit system within the batch mode. If there was a partial payment made against a purchase order, and the Finance department attempt to make a subsequent payment the system will automatically pay the full purchase order amount as opposed to the unliquidated amount. Therefore, City staff must track any previously paid amounts on a purchase order prior to entering a second invoice.

The City reported that the process to reissue a check within Summit is cumbersome. If a payee misplaces a check, City staff must recreate the record within Summit beginning with a new purchase order, and following all appropriate steps through payment. Additional challenges were noted by City staff surrounding the limited number of characters that may be printed on checks (10 characters), paper-based processes for recurring payments, and reconciling the monthly credit card statements.

2.5 Accounts Receivable and Cash Receipts

The City is not currently using an Accounts Receivable module within Summit and does not maintain a master customer file. There are a number of external systems utilized by other departments within the City that perform accounts receivable functions including ActiveNet and Blue Prince. It was reported that most departments have the Finance Department create an invoice. Some departments are tracking the related invoice data in MS Excel while the Finance department maintains paper copies of outstanding invoices in a file folder and Excel worksheet. Copies of outstanding invoices are maintained in a manila folder at the front counter. When a debtor makes a payment, City staff must retrieve this folder, identify the correct invoice, and then receipt the money into the Cash Receipts module within Summit. City staff reported there is not an adequate process in place for tracking or monitoring past due invoices, and were able to identify several invoices in excess of twelve months past due. Since the City is not using an automated system, it is difficult to determine outstanding receivables as well as the ability to follow a specific aging process. The City has expressed an interest in utilizing an Accounts Receivable module in the future system.

The City is currently using the Cash Receipts module within Summit. All receipts are entered with a revenue code but there are no invoices in the system to receipt against. Therefore, the City does not receive a notification from the system and is only notified from the bank if a check has bounced. It was reported that the City needs the ability to have a master customer file in a future system that will allow them to note customers that have bounced checks and are cash only. Deposits from other departments are brought to the front desk receptionist and these transactions are entered into the system. For those systems that provide cash receipting functionality, it is the desire of the City to explore the capabilities of interfacing these external systems to a future system. The Recreation Department is currently the only department that can take online payments. The City expressed an interest to allow more customers the option to pay bills online. All receipts provided to customers are paper carbon copies and not printed out of the system.

2.6 Human Resources

The City currently uses NeoGov, CareerLink, Summit, and Success Factors, as well as paper-based processes to support the Human Resources function. The four systems identified as being used by the Human Resources department (HR) are not integrated. Recruiting is performed through the NeoGov and CareerLink systems; however, upon hire all employee-related data maintained in these systems is manually entered into Summit. Success Factors is being utilized to maintain performance management.

When a department identifies a vacancy or new position, the manager of the department will fill out a paper Personnel Requisition Form (PRF) detailing the justification and details of the position. The PRF is then routed to the City Administrator for review and approval. If the PRF is approved, it is returned in paper form to HR and the position is posted to NeoGov, the City website, and CareerLink.

Vacant positions are advertised through these two websites as well as the City website. Interested applicants may either complete the application process online, or print out an application and deliver it to City hall in paper form. In some instances, HR will perform pre-screening to verify applicants hold any applicable certifications (e.g., lifeguard certification). The individual departments then review applications and identify applicants to be scheduled for interviews. HR is responsible for scheduling interviews with candidates.

Following interviews, once a department has identified a candidate to offer the position to, a paper-based Personnel Action Form (PAF) is completed and submitted to HR. City staff noted that the PAF must be in paper form as it is used to process payroll. After the position has been accepted by a candidate, the NeoGov and CareerLink sites are updated by HR, and Finance manually enters the new hire into Summit as an employee. The hiring department's administrative assistant creates a profile for the new hire in the Payroll Maxx system and contacts HR to obtain from Summit the newly assigned employee ID, which is then manually entered into Payroll Maxx.

It was reported by City staff that the on-boarding process varies by department. All new hires are provided with a hard copy of the employee manual, and must sign an acknowledgment of receipt. Public Works and the Police departments were unique in that they were the only departments to report utilizing orientation checklists. Each department that reported issuing City property to employees (keys, uniforms, radios, etc.) maintains an individual instance of an MS Excel spreadsheet to track the equipment signed out to employees.

The City currently uses the Success Factors system for the performance evaluation process. The process is initiated by running a report in Summit each month to identify which employees should undergo an evaluation in the subsequent month. The evaluation process is then initiated within Success Factors, which notifies the employees via email that they are to complete a self-evaluation within the system. After an evaluation has been completed by both the employee and their supervisor, a PAF in paper form is completed and submitted to Human Resources with any salary or position adjustments. Finance will then make the manual entries into the Summit system. It was reported that Summit requires HR to manually adjust the next evaluation date for each employee after an

evaluation has been completed, and no prompt is available to remind HR to make this adjustment. The City staff reported instances of employees' evaluation dates not being updated, and thus being overlooked. The Summit system does not have the ability to track any progressive discipline actions or notations related to verbal warnings issued to employees; City Staff expressed such a desire in a new system.

Detailed benefit election information is maintained in paper files. Deductions for benefits elections are coded into a table within Summit to allow HR to appropriately deduct from biweekly paychecks. However City staff reported the need to use a hard-copy cheat sheet to allow them to reference the codes and which elections they are linked to. Further, staff reported that any departures from the default set of deductions within Summit require manual adjustments to the deduction amounts withheld (i.e., selecting self-insurance without dental coverage requires a manual downward adjustment to the deduction amount for the associated code).

City staff reported that the NeoGov website is not user-friendly and the process of executing actions in the system is not intuitive and requires entering information into different sections. Several other manual processes were reported, including submission of training certificates to both the department managers and Human Resources, training requests, documentation related to discipline and grievance matters, and PAFS used for the termination of employees.

2.7 Time Entry and Payroll

Since January 2013, the City has used Payroll Maxx to manage the time entry process across all departments. Payroll information is calculated in Payroll Maxx and an export file is created for import into Summit in order to process payroll, as the two systems are not integrated. City staff reported that the City has considered outsourcing the payroll function to Payroll Maxx.

All City staff is set up for direct deposit following the first pay period, which is paid via check. City staff reported that Direct Deposit Statements (DDS) are printed by Finance for each employee, during each pay period, and distributed manually. It was reported that Summit does not allow Finance to reprint DDS, and therefore two hard copies of each individual's DDS are printed each pay period. The employee will receive one copy of the DDS, while the other is placed into a three-ring binder for retention in case the employee misplaces theirs or otherwise needs a copy in the future. Finance Department staff reported having numerous large binders full of past DDS and reports. City staff expressed a desire for employee self-service in a future system that would allow staff to access timesheets, as well as current and past Direct Deposit Statements.

In order to send the payroll information to the bank for direct deposit to employees accounts, it was reported that there are some manual process. An ACH (Automated Clearing House) file is generated and compared to the direct deposit authorization forms for each employee to ensure the routing and account numbers listed are correct. The ACH file is then placed onto a USB thumb drive, and given to the City Clerk by the Finance department. The City Clerk then uploads the ACH file to the bank and must notify the bank of the upload.

For time entry processes, Public Works and the Police Department are using Payroll Maxx for scheduling in the current environment, largely due to considerations surrounding overtime (Police) and callouts (Public Works). All City non-exempt departments, except for Police, clock in and clock out through the system, either through time clocks or at their desktop. The time entry functionality within Payroll Maxx was reported as being able to meet the current needs of the City. There was an expressed desire to be able to generate reports within a future system that would delineate overtime and standard hours worked and amounts paid, based on user-defined time periods and personnel.

City staff reported challenges surrounding the accrual process between Summit and Payroll Maxx. Specifically, discrepancies in employee's vacation time on their DDS results from the Payroll Maxx system accruing balances to three decimal places while Summit only accrues to two decimal places. Further, City staff reported challenges surrounding the fact that Payroll Maxx is a real-time system, while Summit is not.

2.8 Fixed Asset Management

The City currently uses the RTA (Ron Turley Associates) system for fleet management, the Gasboy system for fuel management, and MS Excel for fixed asset tracking. The Summit system does have a fixed asset module, however it was reported by City staff that the Excel spreadsheets provide better functionality. It was reported that the City only recently implemented the RTA system and is accessed by several users at the City. The City is also using Gasboy to track vehicle mileage with the ability to import this data from Gasboy into RTA. It was reported that the process to export the data from Gasboy is cumbersome and requires multiple steps before the data can be imported into RTA. The City reported that they are in the process of moving to a shared services agreement for a fuel management system with another community and the existing Gasboy system will be replaced. It was reported that the RTA system is meeting the needs of the City and that the City is exploring the capabilities of migrating RTA from a desktop to server environment in order to allow other department's access to the system.

It was reported that when departments purchase vehicles or equipment a Fixed Asset Report is completed by the appropriate department and provided to the Finance department. Fixed assets are identified based on the general ledger account number entered during the purchase order process and it was reported by the City the need for a future system to provide this functionality. The information provided in the Fixed Asset Report is then entered and maintained in an MS Excel worksheet. At the end of the year, the Finance department reviews a listing of all payments made throughout the year to make sure all fixed assets have been identified. It was reported by the City that a future system needs to provide the ability to track the associated payment to the asset number for reporting purposes. The City's Auditor provides the needed Government Accounting Standards Board (GASB) reports; however, the City expressed the desire for a future system to provide GASB reporting capabilities.

2.9 Work Orders

The City has been using LandPort for work order management for approximately 30 months. Requests for work order come in via phone, weblink, in person, and through CivicPlus on the City website. It was reported that a recent redesign of the City website has resulted in a fourfold increase in the number of requests submitted through CivicPlus.

Work orders are manually entered into the LandPort system and routed to the appropriate departments via email based on the nature of the work involved. When City staff members external to Public Works submit a work order request through LandPort, an email notification is sent when the request is assigned to the appropriate City staff member, and again when the work order has been closed. It was reported that users cannot enter the system and view all open work orders, and as a result multiple users may unknowingly enter in requests for the same work order.

Once a work order is entered into the system, a work ticket is generated. City staff are then creating a separate work ticket in MS Word and printing the ticket for handwritten notes in the field. Upon returning to the office, staff manually enter notes into LandPort if notes are needed for billing/special assessment purposes. Otherwise, staff mark the work order ticket as complete. Staff reported not using LandPort in the field at this time, though there was an expressed interest in this capability.

RTA is currently used for fleet management. For vehicle maintenance, the police department enters requests through the City's intranet. The information is routed to public works, where it is entered into the RTA system to track all vehicle maintenance requests. This process does not touch the LandPort system. It was reported that RTA is meeting the needs of the City.

It was reported that the LandPort system is currently meeting the needs of the City Staff. Some difficulties surrounding reporting for performance metrics were noted by other City departments, though Public Works is not generating any such reports.

2.10 Grant Management

The City currently tracks all grant activity outside of the system using MS Excel. The City has multiple grant sources including Local, County, State, and Federal in addition to grants provided by local businesses.. All grant funding is requested as part of the annual budgeting process and Federal grants require a Catalog of Federal Domestic Assistance number for tracking purposes. It was reported by City staff that the existing Summit system does not have the capability to track grant funding, which causes the system to indicate the account is over budget. The City needs the future system to provide a Grant Management module that is integrated with the General Ledger and Budgeting modules in order to reflect the appropriate budgeted grant amounts for each applicable general ledger account.

Additional capabilities reported by the City needed in the future environment should include a grant reimbursement process, ability to track matching or in-kind grants, and a potential interface to the

existing time entry system. Since most grant related reports do not follow a standard format, the City reported that a future system should provide the ability to export the data to MS Excel.

2.11 Project Management

The City currently tracks all project activity outside of the system using MS Excel. The City currently maintains multiple project types including but not limited to infrastructure, watershed, community development, and street maintenance. Most projects will have multiple funding sources, which cross multiple fiscal years. It was reported that the existing Summit system does not have the ability to track projects with multiple funding sources across multiple years; therefore, each project is tracked in a Project Expenditures Summary MS Excel spreadsheet. Information tracked in the Project Expenditures Summary spreadsheet includes the date of the associated invoice with the invoice number, the invoice amount, and which funding source paid the invoice. Totals are provided to date by funding source and a total of all expenditures. In some instances, an invoice is also split between multiple funding sources. It was reported by the City the need for a future system to provide a Project Management module that is integrated with a Grant Management module. Additional integration points needed in a future system include the ability to identify the project on the accounts payable invoice as well as a potential interface to the existing time entry system.

Most projects within the City are outsourced to external organizations; therefore, the City does not need a future system to project estimation capabilities. However, the City did report the need to track the contract amount of each project in addition to all milestones associated with each project. All milestones are currently tracked in MS Outlook and all status reports are created using MS Word. It was also reported by the City that the current system does not have the ability to adjust next year's budget based upon the project costs that have been completed. As most projects cross multiple fiscal years, the project costs that have not been completed need to be transferred to a new year.

2.12 Planning and Permitting

The City currently is using the Blue Prince system to support Permitting activities. Blue Prince is not integrated with the City's GIS system at this time. Applications are submitted in paper form at City Hall. Applicants are not always required to submit fees until such time the permit has been reviewed and approved by the City. City staff create a new entry within Blue Prince to assign the application a project number, and submit the application and associated documents in hard copy to the Building Department for review. Residential permit applications are reviewed by the Building Department. Commercial permit applications are reviewed by the Building Department and several City departments as well as the State Fire Marshal.

All comments on each permit application are combined into one MS Word document and returned to the applicant. Resubmittal of the amended application must be done in person at City Hall. Once the application for permit has been approved, City Staff contact the applicant and advise them to appear in City Hall to pay the permit fee and collect their permit, which is printed directly from Blue Prince. The City currently does not use a system to support the Planning activities. City staff reported that initial application documents in the planning process must be submitted in hard copy to the City.

Copies of the documents are made and circulated to departments for comments, which are then combined into a single MS Word document that is sent to the applicant. The applicant will make the required changes to the application exhibits, and may then submit a PDF version of the documents to the City for review and submission to the Planning Commission. Once approved by the Planning Commission, the application will go before City Council for approval. The plan is then recorded with the Register of Deeds and filed by the City.

There is not currently a public-facing portal to allow customers to interact with the City on applications or review processes. The City reported that Blue Prince is currently meeting the needs of the Building Department in terms of the Permitting function.

2.13 Inspections

The City currently uses the Blue Prince system to support the inspections activities, which involve approximately 2,400 inspections annually. Requests for inspections are handled in person, or called in by citizens and contractors and answered by staff at the front counter. The City inspectors have a shared calendar in MS Outlook that allows other City staff to view their availability. Front counter staff identifies available times for scheduling inspections and makes an entry on the Outlook calendar while on the phone with the requestor. The information related to the inspection type is then entered into Blue Prince, printed out and placed into an inbox tray for the inspectors. In instances where a re-inspection is required, the City reported that the property owner or contractor is responsible for contacting the City to schedule the re-inspection.

The City requires bonds for temporary Certificates of Occupancy, and Blue Prince is able to mark whether or not a bond was collected on a Certificate. However, there is not ability in the system to track bonds and related activity. The City staff voiced a desire for the ability to track and report on bonds that are related to temporary Certificates of Occupancy.

Inspectors are currently using Toughbook's and air cards in the field, along with printers. City staff reported that the Blue Prince system is currently meeting the needs of the new construction inspections process.

It was reported that the City is using Palm Tech to manage the Rental Inspection Program, and inspectors are able to use this system in the field on their Toughbooks. The system is not integrated with Blue Prince, and further requires maintaining an MS Excel spreadsheet to track the registration status of rental properties and whether the registration fees collected by the City are complete or not. Rental properties are scheduled for inspection on a recurring basis which varies upon the results of the inspection. For properties with no major defects, inspections occur every two years whereas those with major defects are inspected annually. Newly constructed properties are not required to be inspected until three years after the build date. City staff reported frustration over the entry of data in Blue Prince for multi-unit Rental Inspection Program inspections. It was reported that Blue Prince does not allow users to enter in bulk inspection results for multi-unit buildings and since each unit is a separate entry in Blue Prince, inspectors are required to open and edit numerous units within a single building following an inspection.

3.0 Current Application Environment

A variety of applications and databases exist in the current environment to support the financial management business processes. The following sub-sections further describe the applications and databases currently in use.

3.1 **Summit (Data-Tech)**

Since 1995, the City has utilized a software application currently licensed to Summit (Data-Tech) to manage many of its mission-critical data and business processes, in particular those related to core financials. The particular application modules licensed, but not necessarily utilized in all cases, have been detailed in the table below:

Table 3.1: Licensed Summit Modules

Licensed Summit Modules	
No.	Module
1	Accounts Payable
2	General Ledger
3	Bank Reconciliation
4	Payroll Electronic Bank Transmissions
5	Receipts Management
6	Fixed Assets
7	Purchase Orders

It was reported that there are a limited number of users within the City, with only 20 active licenses. The existing Summit system has been supplemented by various unintegrated third-party systems, as well as numerous MS Excel spreadsheets to track and manage City data. The current system requires manual journal entries to the General Ledger and only provides summary level transaction detail. As a result, drill-down functionality to detailed transaction information is limited. The City expressed the need for a future system to be fully integrated with all sub-system modules in order to decrease the number of manual journal entries made by City staff to the General Ledger. The City also expressed the desire to be able to easily attach supporting documentation to activities within the various modules, such as invoices or quotes to purchase orders, a function that is not reported by staff as being currently available within Summit.

3.2 **Payroll Maxx**

The City began using Payroll Maxx in January 2013 to support time entry processes across all City departments. Some departments, including Public Works and the Police department, have expanded the use of the system to include scheduling activities. The City has expressed a desire to maintain the existing Payroll Maxx system, and possibly outsource the payroll function completely to Payroll Maxx in the future.

3.3 LandPort

Within the past three years, the City began using the LandPort system to manage the work order processes. It was reported that the system is meeting current needs of the City; however, City staff reported some additional desired functionality in either the existing system or a potential new system. The most desirable is the ability to use LandPort while working in the field; being able to track labor hours and amounts in addition to materials for purposes of assessing special assessments; and the ability to run reports for performance metrics. The City intends to look into expanded functionality within LandPort, but also would consider a replacement system that could integrate more fully with other modules.

3.4 Blue Prince

The Building Department utilizes Blue Prince to support the permitting and inspection processes. While City staff reported some challenges with the functionality of the system, including some identified manual processes and not being user-friendly, it was reported that the system is able to meet the current needs of the Building Department as it related to permitting, licensing, and new construction inspections.

3.5 Additional Commercial Applications

Multiple departments are using Commercial-Off-The-Shelf (COTS) systems due to specialized functionality for their use, availability of applications, or deficiencies in other City systems. Several of these applications are identified and described in the following table.

Table 3.2: Additional Commercial Applications

Additional Commercial Applications		
No.	Application	Use/Summary
1	Gasboy	Fuel Management
2	RTA	Fleet Management
3	Micro Paver	Pavement Management
4	Success Factors	HR Evaluation System
5	CivicPlus	City Website/Citizen Request
6	Palm-Tech	Rental Inspection Program
7	ActiveNET	Recreation Online Payment/Reservations
8	Plan-It	Capital Improvement Projects
9	NeoGov	Applicant Tracking
10	USReports	Police Online Reports/Payments

4.0 Current Application Environment

Support for the City's applications involves both internal and external resources. The following subsections describe the support and maintenance that is provided for these applications, as well as general IT support.

4.1 Internal Support Model

City departments receive technology support from Sarpy County Information Services through an inter-local agreement established in June 2006. Sarpy County Information Services (IS) provides regular support to La Vista users Monday through Friday, 8:00 A.M. to 5:00 P.M., except on County holidays. Support is available evenings, weekends, and holidays via telephone and work is performed remotely for all non-urgent issues. If an urgent issue arises during the evening, a weekend, or a holiday, a member of Sarpy County IS will respond to the City location to resolve the issue.

As the City prepares for support of a future applications environment that includes a new financial system, it can be expected that the support needs will change. As the City implements workflow and transitions processes from being paper-based to leveraging the financial system, more users will regularly be using workstations. This will require appropriate levels of basic workstation support (i.e., help desk) in addition to application support.

Similar organizations that have implemented financial systems have seen an increase in workstation usage as well as an increase in the total percentage of an employee's time that is spent at a workstation. These organizations of similar size typically have a help desk resource of at least 0.5 FTE available. Adequate help desk support will decrease instances of downtime and promote overall system performance allowing the City to further leverage its investment in a new financial system.

4.2 Vendor Application Support

Users reported receiving primary support for existing systems from the Sarpy County Information Services department. Many users of the Summit system reported receiving support directly from Data-Tech support, and users of ActiveNet reported support directly from ActiveNet customer support. In some instances users within the departments have been able to provide support for the existing system. As the planning and procurement activities continue for a new financial system, it will be important that the City plan for an appropriate level of technical support.

4.3 Network Infrastructure

The La Vista network connects the following locations by fiber; City Hall, Community Center, Old Police Station, the Police Facility, Public Works, Library, Golf Clubhouse, City Pool and Sports Complex. Internet traffic all flows through City Hall. The City maintains wireless dishes for backup purposes.

Similar to the considerations for an increase in the number of staff utilizing the system, the City can expect these employees to include those who work from more remote locations at the City. Examples include those who will be creating electronic purchase orders in the system, or potentially using the system to manage projects.

5.0 User Web Survey

Prior to facilitating the on-site fact-finding meetings, BerryDunn developed and administered a web-based survey to end-users in the City. The objective of the survey was to elicit feedback from City staff relating to their satisfaction with existing systems and to further inform BerryDunn's understanding of issues and challenges users face with the City's current financial management and related systems.

5.1 Survey Questions

The following table contains the questions that were included in the user survey.

Table 5.1: User Survey Questions

User Survey Questions	
No.	Question
1	The City is in the process of replacing the existing Summit (Data-Tech) Financial Management System, and may also consider the replacement of other existing standalone systems. This project will involve participation from Departments across the City. Please provide the Department that relates to you. (open comments)
2	Please select the role that best describes your participation in your respective business areas: a. Managing Director of Department Head b. Department Supervisor c. Frontline Supervisor d. Staff member primarily working in the office e. Staff member primarily working in the field f. Other (please specify)
3	Please select the module that you work with or are responsible for/interact with (choose all that apply): a. General Ledger and Financial Reporting b. Budgeting c. Purchasing d. Accounts Payable e. Accounts Receivable f. Human Resources/Payroll g. Fixed Asset Management h. Work Orders i. Treasury Management j. Grant Management k. Community Development l. Project Management

User Survey Questions

No.	Question
	m. Other (please specify)
4	What system(s) do you use to support the current business processes of your department? Please list all systems used (Ex: Summit, Blue Prince, RTA, Micro Paver, Landport, Plan-It, ActiveNet, ArcView). (open comments)
5	Who provides technological support for the software/systems/applications you use on a regular basis (e.g., Data Tech, Sarpy County IT)? (open comments)
6	Are you using MS Excel spreadsheets, external databases, or paper-based and manual processes to track information related to your business area? a. Yes b. No Please Explain (open comments)
7	What are the greatest strengths you experience with using the existing systems? (Ex: Summit, Blue Prince, RTA, Micro Paver, Landport, Plan-It, ActiveNet, ArcView) (open comments)
8	What are the greatest challenges or problems you experience with using the existing systems? (Ex: Summit, Blue Prince, RTA, Micro Paver, Landport, Plan-It, ActiveNet, ArcView) (open comments)
9	Are you able to effectively and efficiently access the data that you need using existing systems? (Ex: Summit, Blue Prince, RTA, Micro Paver, Landport, Plan-It, ActiveNet, ArcView) (open comments)
10	What functionality do you not have today that could help meet the needs of your business area? (open comments)
11	Are there specific business process changes that you feel a potential new system(s) may able to assist with in terms of improving overall efficiencies? (open comments)
12	Is there any additional information you wish to share related to the existing system or a future system? (open comments)

5.2 Survey Responses

Appendix B of this report contains additional survey response information and the following table identifies several of the key themes that were reported by survey participants.

Table 5.2: User Survey Key Themes

User Survey Key Themes	
No.	Theme
1	Users reported utilizing MS Excel spreadsheets, external databases, or paper-based or manual processes to track information and/or to validate the information provided by the existing systems.
2	Users reported difficulty with reporting, requiring familiarity with Crystal Reports to facilitate the process.
3	Users reported an inability of the existing systems to integrate.
4	Users reported difficulty with retrieving data from the existing systems.
5	Users reported a lack of training necessary to effectively operate the existing systems.
6	Users reported experiencing difficulties while navigating the existing systems.

The preliminary results of the survey were reviewed and confirmed with City stakeholders during the fact-finding meetings. These survey results were considered in the development of the challenges and areas for improvement described in sections of this report to follow.

6.0 Primary Challenges and Areas for Improvement

There were many challenges related to the current systems and environment that the City identified as a result of the fact finding activities. Many of the challenges are documented in Section 2.0 Business Processes. BerryDunn has identified ten primary challenges and areas for improvement in the current environment at the City. These challenges are identified in the table below and described in detail in the sub-sections that follow.

Table 6.1: Challenges and Areas for Improvement

Challenges and Areas for Improvement	
1	Lack of integration among existing enterprise applications
2	Instances of several point solutions
3	Reliance on manual and paper-based processes
4	Limited query and reporting capabilities
5	Limited or inadequate functionality in current systems
6	Budget information is manually submitted by departments
7	Multiple applications for human resources
8	Limited document management capabilities
9	Unliquidated purchase orders are cancelled at year end
10	An accounts receivable module is not utilized

1. Lack of integration among existing enterprise applications

The City's existing Summit system has not been able to meet the needs of all City departments, and as such Blue Prince and the LandPort applications have been purchased to supplement the needs of other departments. These supplemental systems are not currently, or are unable to be, integrated with the existing Summit system. As a result, staff performs manual entries to transfer information between systems and maintain spreadsheets to reconcile data between systems.

2. Instances of several point solutions

In addition to the Blue Prince and LandPort applications, the City also relies on other point solutions. Due to both a lack of modules and limited functionality within Summit, the City has implemented numerous third-party applications over the years. In some instances, these applications provide specialized functionality not commonly found in financial systems, but in others these applications are addressing a limitation specific to the City's instance of Summit.

3. Reliance on manual and paper-based processes

The City currently relies on several manual and paper-based processes for data entry and data validation. Examples exist in nearly every City business process where staff is using MS Excel or paper to manually manage data. The use of Excel and manual processes creates inefficiencies and presents opportunities for data errors and conflicts.

4. Limited Query and Reporting Capabilities

All departments in the City reported a desire for increased reporting capabilities. A theme across departments included the reliance on MS Excel for budget tracking and overall reporting needs. Where data does exist in the existing system, users reported the need to export data to MS Excel. In a future environment, the City requires that a system provide user-friendly query and reporting capabilities while also utilizing dashboard reporting for City Management.

5. Limited or inadequate functionality in current systems

There are several areas in which the City would benefit from expanded functionality not in place in the current environment, but widely available in future systems. Examples include automatic balancing of journal entries and budget checking with purchasing requisitions that occur in real-time or the ability to track and monitor activity for projects that cross multiple fiscal years.

6. Budget information is manually submitted by departments

All departments in the City reported using MS Excel spreadsheets to submit annual budget requests to the Finance department who then must manually combine the data from various departments and enter into the system. Budget requests are submitted in both paper and electronic form, which creates inefficiencies. Users largely attributed this to a lack of budget entry functionality in the existing system.

7. Multiple applications for human resources

The City has deployed multiple third-party applications in order to meet the needs of the Human Resources department. This includes NeoGov, Success Factors, and Payroll Maxx. These applications are not integrated with the existing Summit system and create the need for duplicate data entry into multiple systems with the potential for incorrect data.

8. Limited document management capabilities

The lack of document management functionality within existing City applications has created the need to store a large amount of paper documentation within departments. In addition to storage challenges, research of particular transactions takes more time now than if support documentation was electronically scanned and attached to the related transaction.

9. Unliquidated purchase orders are cancelled at year end

City staff reported that due to system limitations, all unliquidated purchase orders must be closed, and cancelled, at fiscal year-end. Once the new fiscal year is open, the Finance department must recreate purchase orders using the current fiscal year accounting data. This creates inefficiencies and opportunities for incorrect data entry and oversight.

10. An accounts receivable module is not utilized

The City currently maintains customer and accounts receivable information in MS Excel and is not utilizing an integrated Accounts Receivable module. Modern systems provide an Accounts Receivable module that is fully integrated with a Cash Receipts module in addition to other modules including but not limited to General Ledger and Payroll. This will allow the City to gain insight into customers with outstanding balances.

7.0 Improvement Options and Considerations

The following sub-sections identify two potential improvement options that the City has related to the current environment. These options were developed as a result of the fact-finding activities conducted thus far in the project.

Option 1: Initiate procurement to select and implement an ERP system	
<p>This option involves replacing the current City systems with an integrated ERP system through a competitive procurement process. This option includes procuring both financial management and community development functionality in the future ERP.</p>	
Benefits of Option 1	<ul style="list-style-type: none"> Opportunities to expand the number of modules licensed from the ERP vendor to reduce some department reliance on manual and paper-based processes. Reduced challenges related to interfaces by utilizing a single integrated application. Competitive procurement will allow leverage during cost negotiations. Opportunities to de-centralize certain processes. Opportunities for cross-departmental knowledge transfer.
Limitations of Option 1	<ul style="list-style-type: none"> Some specific functionality may not be available by utilizing a single integrated ERP instead of best-of-breed applications. Initially implementing a full replacement ERP will be more costly than Option 2. Project resource demands to implement a replacement ERP will be more than Option 2. The timeframe to implement Option 1 is longer than Option 2.
Option 2: Issue RFP for integrated core financials, human resources, and payroll with integration to community development	
<p>This option involves replacing the current City systems with an integrated system through a competitive procurement process. This option includes procuring core financials, human resources, and payroll with integration to community development through one RFP that encourages an integrated application.</p>	
Benefits of Option 2	<ul style="list-style-type: none"> Highest level of fit with available functionality is likely with Option 2. Opportunities to de-centralize certain processes. Opportunities for cross-departmental knowledge transfer. Opportunities to leverage larger customer bases from vendors for adopting best practices business processes. Competitive procurement will allow leverage during cost negotiations. Opportunities to streamline the implementation may exist by implementing separate applications depending on available City resources. Shorter implementation timeline than Option 1. Lower cost than option 1.
Limitations of Option 2	<ul style="list-style-type: none"> The City will need to maintain more than one primary business application. System interfaces/integrations will need to be developed and supported. Data will continue to be stored in multiple systems.

7.1 Comparison of Options

The two improvement options will each provide varying improvements to the current environment for the City. This sub-section presents a high-level comparison of how each improvement option will address the challenges and areas for improvement.

It is important to note that future project activities will inform the City of the detailed functionality, budget, resource levels, and timelines associated with each improvement option. At this point in the project, indicators have been applied based solely on the expected high-level software functionality provided by the improvement option. These other considerations will be addressed in future project activities.

The following table summarizes the meaning of each challenge/area for improvement indicator.

Table 7.1: Challenge/Area for Improvement Indicators

Challenge/Area for Improvement Indicators		
No.	Indicator	Summary
1	Likely to Fully Address	The option is expected to provide the greatest opportunity to address the challenge/area for improvement in the future system(s) environment.
2	Likely to Marginally Address	The option is expected to improve upon the challenge/area for improvement in the future system(s) environment, but the City should expect to still have instances of inefficient or ineffective processes.
3	Likely to Not Address	The option is expected not to improve upon the challenge/area for improvement in the future system(s) environment.
4	TBD	At this time, there is not sufficient information to reasonably predict the expected outcome.

The following table applies an indicator by option to each challenge/area for improvement. These indicators have been applied based on the expected high-level software functionality provided by the improvement option.

Table 7.2: Comparison to Challenges/Areas for Improvement

Comparison to Challenges/Areas for Improvement			
No.	Challenge/Area for Improvement	Option 1	Option 2
1	Lack of integration among existing enterprise applications	Likely to Fully Address	Likely to Fully Address
2	Instances of several point solutions	Likely to Fully Address	Likely to Marginally Address
3	Reliance on manual and paper-based processes	Likely to Fully Address	Likely to Fully Address
4	Limited query and reporting capabilities	Likely to Fully Address	Likely to Fully Address

Comparison to Challenges/Areas for Improvement			
No.	Challenge/Area for Improvement	Option 1	Option 2
5	Limited or inadequate functionality in current systems	Likely to Marginally Address	Likely to Fully Address
6	Budget information is manually submitted by departments	Likely to Fully Address	Likely to Fully Address
7	Multiple applications for human resources	Likely to Marginally Address	Likely to Fully Address
8	Limited document management capabilities	Likely to Fully Address	Likely to Fully Address
9	Unliquidated purchase orders are cancelled at year end	Likely to Fully Address	Likely to Fully Address
10	An accounts receivable module is not utilized	Likely to Fully Address	Likely to Fully Address

7.2 Summary of Considerations

The ability of the two replacement options to address the ten challenges/areas for improvement are indicated in the preceding section based on the expected outcome. The indicators were applied based on industry best-practices and BerryDunn's experience with similar municipalities and the outcome of various financial system planning and replacement projects. Based on the applied indicators, Improvement Option 2 would most improve the effectiveness of the City's systems environment.

The City has recognized the importance of a thorough analysis of improvement options that takes into account the specific environment in La Vista. As part of this process, BerryDunn conducted specific research with the vendor community with each replacement option. This was accomplished with a Request for Information (RFI) process involving a variety of vendors in the marketplace.

The RFI requested information from the vendor community based on the information in the table below:

Table 7.3: Request for Information

Request for Information		
No.	Consideration	Summary
1	Availability of Modules	The Request for Information included a listing of modules required by the City in a future system. Vendors were asked to indicate the availability of modules in their system
2	Implementation Timeline	The Request for Information requested vendors to provide the estimated timeline to implement the list of modules. Vendors

Request for Information		
No.	Consideration	Summary
		were asked to provide the recommended phasing for the modules available and the related timeline for each phase.
3	Cost	The Request for Information requested vendors to provide an estimated budget for the list of modules. Vendors were asked to provide a low and high cost estimate for the modules available and by individual module.

In order to gather information to inform the City of factors involved with each improvement option, BerryDunn administered the RFI to vendors associated with both options, including the existing community development software in use by the City.

8.0 Plan of Action

This section of the report summarizes the results of the Request for Information (RFI) conducted as part of the Financial Information Software System Selection Project. This section of the report also summarizes considerations the City should review and assess as it begins the planning related to the selection and implementation of a financial system.

8.1 RFI Approach and Responding Vendors

BerryDunn administered the RFI process in April. The information gathered during the fact-finding meetings was used to develop a list of system modules. This list was incorporated into a worksheet in a MS Excel workbook along with worksheets for implementation timelines and cost. This workbook accompanied by a memo describing the RFI process formed the Request for Information (RFI) that was issued to the vendor community.

The first worksheet of the MS Excel workbook requested that vendors indicate the availability of system modules potentially needed by the City using response indicators described in the first worksheet. The second worksheet asked vendors to provide a recommended implementation timeline that included the modules to be implemented in each phase and the duration of each phase. Vendors were asked to provide a total cost estimate (low and high estimates) comprised of software and necessary implementation services in the fourth worksheet.

BerryDunn coordinated the RFI release, submitted the RFI to vendors electronically, answered questions during the RFI process, and collected vendor responses. Once responses were received, they were analyzed to develop the information contained in this Needs Assessment Report.

The following table contains the list of vendors that responded to the Request for Information.

Table 8.1: RFI Participating Vendors

RFI Participating Vendors	
No	Vendor
1	BS&A Software
2	Caselle
3	CityView (Blue Prince)
4	Harris ERP
5	Springbrook

8.2 RFI Responses

The following sub-sections contain summary tables of the responses to the Request for Information from each of the ten participating vendors.

- **Availability of Modules**

Vendors were asked to utilize a set of response indicators to provide the availability of modules with their software. The following table describes these response indicators.

Table 8.2: Availability of Modules Response Indicators

Availability of Modules Response Indicators	
1	The module is part of the integrated software package we provide.
2	The module is part of the software provided; however, it is part of a separate software package (i.e., complementary software products from a single vendor).
3	The module is not part of the software we provide; however, we regularly integrate with a third-party software product to provide this functionality.
4	We do not provide this module.

The following table identifies the availability of modules by response indicator by participating vendor.

Table 8.3: Availability of Modules

No	Module	BS&A Software	Caselle	CityView	Harris ERP	Springbrook
Core Financial Modules						
1.01	General Ledger, Financial Reporting, and Treasury Management (including Bank Reconciliation)	1	1	-	1/3	1
1.02	Budgeting (including CIP)	2	1	-	1	1
1.03	Purchasing	1	1	-	1	1
1.04	Accounts Payable	1	1	-	1	1
1.05	Accounts Receivable and Cash Receipts	1	1	1	1	1
1.06	Project Management	2	1	-	1	1
1.07	Grant Management	2	1	-	1	1
Community Development Modules						
1.08	Fixed Asset Management	1	1	-	1	1
1.09	Planning and Permitting	1	1	1	1	1
1.10	Inspections (including Rentals)	1	1	1	1	1
1.11	Work Orders	1	1	-	1	1

No	Module	BS&A Software	Caselle	CityView	Harris ERP	Springbrook
Human Resources and Payroll						
1.12	Payroll	1	1	-	1	1
1.13	Human Resources	1	1	-	1	1

- **Implementation Timeline**

Vendors were asked to provide estimated implementation timelines based on what they know about the City and the modules and functionality that would be implemented. Vendors were asked to provide timelines by phase, where they would indicate the number of phases needed and what modules would be implemented in each phase.

The following table contains the number of phases indicated by vendors and the implementation timeline responses in months.

Table 8.4: Implementation Timelines

Implementation Timelines (months)*		
Vendor	Number of Phases	Duration of Implementation
BS&A Software	1	9
Caselle	5	11
CityView (Blue Prince)	N/A	N/A
Harris ERP	3	9-15
Springbrook	4	11-13
Average	3.25	10-12

**implementation timelines provided are only based on core financials, human resources, and payroll*

- **Estimated Cost Levels**

Vendors were asked to provide high and low cost estimates by module for multiple one-time cost areas as well as for recurring maintenance costs. The following table contains the total high and low one-time cost estimate responses from vendors in dollars.

Table 8.5: High and Low Total One-Time Cost Estimates – Financials, Human Resources, and Payroll

High and Low Total One-Time Cost Estimates (\$)							
Vendor	No. of Modules Proposed (of 13 listed in RFI)	Combined Financial, Human Resources, and Payroll		Financial		Human Resources and Payroll	
		Low Estimate	High Estimate	Low Estimate	High Estimate	Low Estimate	High Estimate
BS&A Software	11*	174,500	218,245	89,875	111,875	48,685	61,930
Caselle	11*	74,975	161,350	43,275	97,325	22,575	38,275
CityView (Blue Prince)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Harris ERP	11*	345,630	389,940	152,015	152,045	98,035	142,315
Springbrook	11*	123,060	175,800	84,560	120,800	38,500	55,000

*The Planning & Permitting module and the Inspections module have not been included in table 8.5 above. These modules have been included in Table 8.6 below.

Table 8.6: High and Low Total One-Time Cost Estimates – All Modules

High and Low Total One-Time Cost Estimates (\$)			
Vendor	No. of Modules Proposed (of 13 listed in RFI)	Low Estimate	High Estimate
BS&A Software	13	218,555	274,415
Caselle	13	95,225	216,600
CityView (Blue Prince)	5*	41,320	65,520
Harris ERP	13	399,730	458,340
Springbrook	13	145,530	207,900

*Modules provided by CityView (Blue Prince) include additional modules available to the City. These additional modules are identified below:

- BluePrince integration with ESRI GIS
- BluePrince integration with Laserfiche
- BluePrince Contractor bundle
- BluePrince Offline module

The following table contains the average of the high and low one-time cost estimates by cost area from vendors in dollars.

Table 8.7: One-Time Cost Estimates by Cost Area - Financials, Human Resources, and Payroll

Average One-Time Cost Estimates by Cost Area (\$)						
Vendor	Software License Costs	Data Conversion Costs	Professional Services Costs	Training Costs	Other Costs	Total
BS&A Software	81,955	65,618	20,200	28,600	-	196,373
Caselle	62,013	22,900	10,000	23,250	-	118,163
CityView (Blue Prince)	N/A	N/A	N/A	N/A	N/A	N/A
Harris ERP	148,475	26,350	146,615	46,345	-	367,785
Springbrook	85,000	15,300	6,800	42,330	-	149,430

Table 8.8: One-Time Cost Estimates by Cost Area - All Modules

Average One-Time Cost Estimates by Cost Area (\$)						
Vendor	Software License Costs	Data Conversion Costs	Professional Services Costs	Training Costs	Other Costs	Total
BS&A Software	97,445	83,790	25,250	40,000	-	246,485
Caselle	78,013	40,400	11,000	26,500	-	155,913
CityView (Blue Prince)	24,500	7,500	17,820	3,600	-	53,420
Harris ERP	170,975	31,000	173,895	53,165	-	429,035
Springbrook	97,750	21,930	8,075	48,960	-	176,715

The following table contains the high and low recurring cost estimate responses from vendors in dollars.

Table 8.9: High and Low Recurring Cost Estimates - Financials, Human Resources, and Payroll

High and Low Recurring Cost Estimates (\$)		
Vendor	Low Estimate	High Estimate
BS&A Software	16,400	16,400
Caselle	19,164	19,164
CityView (Blue Prince)	N/A	N/A
Harris ERP	27,220	32,170
Springbrook	15,820	22,600

Table 8.10: High and Low Recurring Cost Estimates- All Modules

High and Low Recurring Cost Estimates (\$)		
Vendor	Low Estimate	High Estimate
BS&A Software	19,500	19,500
Caselle	24,864	24,864
CityView (Blue Prince)	4,660	5,440
Harris ERP	31,220	37,170
Springbrook	18,130	25,900

Based on the improvement options analyzed, Improvement Option 2 would most improve the effectiveness of the City's systems environment. This option involves replacing the current City system with a financial, human resources, and payroll application through a competitive procurement with the ability for a single or multiple vendors to propose on all functionality.

This section of the report summarizes considerations the City should review and assess as it begins the planning related to the selection and implementation of Option 2 including system functionality, implementation teams, implementation approach, and timelines.

8.3 System Functionality

As part of the current project, a list of Functional and Technical Requirements will be developed. This list will be organized by functional area and will be developed for each of the modules. These requirements define the detailed functionality a future system must provide the City. The development of the requirements will involve a collaborative process of multiple City stakeholders and will include requirements that will ensure a system that allows for future growth for the City. The list of Functional and Technical Requirements will become part of a Request for Proposal that is published.

Based on BerryDunn's experience working with similar government organizations, the City may expect a total level of fit of approximately 75-85% in vendors' current products. In responding to the RFP, vendors will also indicate if a requirement may be provided in a future software version, through customization or through integration with a third-party product. It is BerryDunn's experience that these other methods will provide an additional 5-10% level of fit for an estimated expected range of 80-95%.

One of the largest factors contributing to a vendor's ability to provide a high level of fit with standard functionality is their level of experience working with government organizations. It is through this experience that increased functionality has been developed over recent years that can be made available to potential customers. If a software vendor is new to the government sector, they may have a lower level of fit due to less experience tailoring their systems to meet the needs of a government organization.

Regardless of the level of experience working with government organizations, a minimum level of functionality will need to be provided through customizations and integration from any vendor in order to meet the specific business needs of the City. As the City evaluates the vendor proposals in

response to the RFP, it will be important to understand how requirements provided by these methods will impact the system implementation as well as ongoing maintenance and operations of the software. The impact will vary, and the following table summarizes the four requirements delivery methods and describes some of their long-term implications.

Table 8.11: Functionality Delivery Methods

Functionality Delivery Methods			
No.	Methods	Summary	Long-Term Implications
1	Standard	The requirement may be met with the current software version release.	Maintenance and updates performed by vendors will have little effect on core system functionality.
2	Future	The requirement may be met with a future software version release.	Maintenance and updates performed by vendors will have little effect on core system functionality.
3	Customization	The requirement may be met with a customization to the current software version release for a fee.	Maintenance and updates will require considerable planning to ensure customizations build in a current software version will work in future version.
4	Integration with Third-Party	The requirement may be met with an integrated third-party product for a fee.	Maintenance and updates will require considerable planning to ensure integrations build in a current software version will work in future version.

When a vendor responds to a requirement with a statement that it may be met with a future software version release, it will be important for the City to understand the timing of this release. In some cases, the release may be generally available prior to when that particular functionality would go live.

When considering software functionality, the term “customization” is often used to describe a change to the software. The following table contains four common scenarios that the term “customization” is often used to describe.

Table 8.12: Range of Software Changes

Range of Software Changes		
No.	Scenario	Summary
1	Personalization	Personalization can occur at the user or user-group level and consists of changes to the system that are not necessarily data-driven, such as screen layout or colors.
2	Configuration	Configuration activities take place during implementation and include the design of menu structure, workflow, reports, and the look and feel of the application.
3	Customization	Customizations are changes made beyond the setup and look and feel of the application and may extend to the embedded table structure.

Range of Software Changes		
No.	Scenario	Summary
4	Integration	Integration is a build when third-party products are chosen to provide a particular area of functionality. Integration capabilities can vary, but typically include passing general ledger information and potentially allowing reporting across multiple systems.

Based on the summaries in the table above, the amount of technical expertise and ongoing cost to support customizations and integrations can be significant. As the City evaluates using these methods to provide the typically expected range of 5-10% level of fit, the additional expertise and cost will have to be considered in light of expanded functionality. Often times a customization is needed due to a complex business process that may not be in line with best practices. With an understanding of the ongoing effort and cost needed with a system to support that complex process, business process change is more easily justified in light of the investment needed for the customization.

8.4 Point Solutions

The fourth requirements delivery method discussed in the preceding sub-section is integration with a third-party product, known as point solutions. Point solutions typically provide a more specialized area of system functionality than a typical financial software system. In responding to the Request for Proposal, vendors will determine where a point solution is needed based upon the level of functionality defined by the Functional and Technical Requirements. A common scenario is where a financial system vendor evaluates the requirements and determines that needed functionality is great enough that a specialized point solution will provide a better level of fit than their own product.

As proposals from the financial system vendor and point solution partnerships and independent point solution vendors are evaluated, it will be important that the City Project Team consider how the entire proposed software suite will provide the needed functionality. Integration between the core financial system and the point solution is one of the largest factors to consider. Additional factors include how many times the proposed software products have been used together before, and how the multiple vendors will work together to update and maintain their products on an ongoing basis. During the proposal evaluation process, it will be important that the City Project Team apply the same due diligence to company history and background evaluation for all vendors in a given proposal.

8.5 Implementation Approach

There are multiple factors that the City will need to consider in planning for the implementation of new systems. Many of these considerations can be determined as part of the project planning phase. The primary consideration is the staffing levels that the City will commit to the implementation of new systems.

Other factors to be considered include the number of other City-wide projects underway both technical and non-technical, the number of third-party applications that will be used, the number of integration

points that must be built, and the amount of data that will be converted to the new system. All of these factors will contribute to the decision of which implementation approach will be used. Potential implementation approaches the City should consider are described in the following sections.

“Big Bang” Approach

A “big bang” approach for a system implementation involves going live with all systems modules and functionality at the same time. This allows full integration of modules to be realized from the onset of the go-live period. This approach can also assist in change management activities, since staff may realize the benefit of an integrated system early in the implementation. Another advantage is that training and business process redesign can focus on the functionality provided by the new system and not focus on changing processes during the implementation of multiple phases of the system.

Many disadvantages and risks exist with this implementation approach. In order for it to be successful, significant planning must be done prior to starting implementation. This planning effort can require significant City resources and can be time-consuming. Once the project schedule and plan is developed, it is difficult to modify the approach due to the other contingencies in the plan. Another disadvantage is that the configuration of the system is not able to progressively develop as it is implemented.

If this method is to be chosen, it is crucial that a detailed contingency plan is developed and that appropriate City resources are dedicated to the project to increase the likelihood of overall of project success.

Phased Approach

A phased system approach involves groupings of modules or business processes being brought into production on the new system while progressively going live with additional modules as the implementation progresses. Typically, there is a core group of modules that must interact with each other, which will go live first. From there, many of the ancillary modules can go live once the foundation has been established. The phased approach is the common approach for a system upgrade and implementations used in the public sector today. This approach typically involves going “live” on core financials (General Ledger, Budget, Procurement, Accounts Payable) first, followed by additional modules (Human Resources, Payroll, Grant Management, Project Accounting, and Fixed Assets).

An advantage of the phased approach is that the progression of modules allows for adjustments and configurations to be made throughout the implementation. Another advantage is that system users are given a longer period of time to adapt and learn the new system functionality.

One of the disadvantages of this approach is that it will generally require two separate systems to run in parallel for some time. This can quickly add complexity to the City infrastructure and place additional strain on support resources. In addition, the overall timeline of a phased approach is longer when compared to a “big bang” approach.

Summary of Considerations

BerryDunn recommends that a phased approach be used for the financial system implementation. Due to the many risks involved with a “big bang” approach, a phased approach has a higher likelihood of project success. A phased approach minimizes impact on City staff and resources, allows for a longer implementation timeline to target go-live dates with calendar and fiscal year starts, and allows the City to pay for initial start-up and maintenance costs over a longer period of time.

A successful phased implementation requires significant planning. One of the most important aspects of a phased project plan is the criteria for exiting and entering each phase. Adhering to entrance and exit criteria will ensure that each phase is fully complete before the next one begins and can assist in mitigating project risks in future phases. The City will need to identify the core modules to go-live as part of the first phase of the project, followed by additional modules. The timing of the additional modules should be furthered analyzed after a vendor(s) is selected.

8.6 Resource Teams

There are three phases of the financial system implementation that the City needs to plan resources for procurement, implementation, and operations (also referred to as post go-live). The needs of the City from a staffing and organizational standpoint will vary as the City transitions from the procurement phase to the implementation phase and to the operations phase.

Presented in Figure 8.1 below is the Project Staffing Continuum.

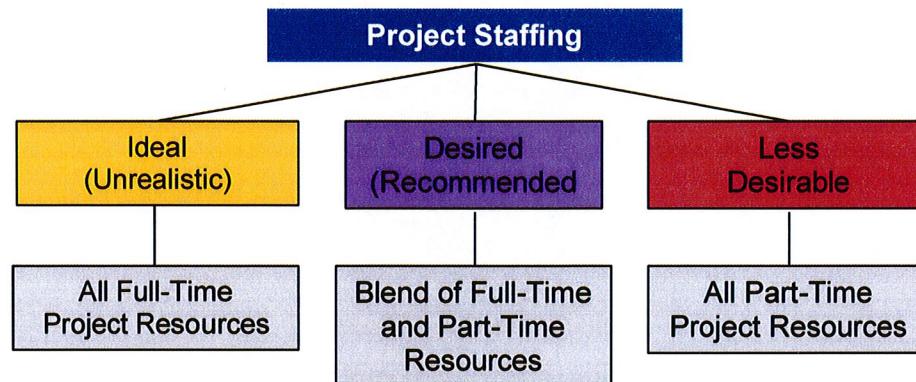


Figure 8.1: Project Staffing Continuum

The staffing and organization structure for the City's project team during the financial system project could range from a staff of full-time project team members dedicated 100% of the time to the implementation (ideal, but sometimes not possible) to a team of staff members that work part-time on the project (less desirable) and have daily tasks that need to be completed outside of the project. The recommended goal for the City is to assign the appropriate blend of full-time and part-time resources to work on the financial system project. One of the potential risks associated with a project of this magnitude is the availability of staff resources that the City can allocate towards the implementation of a financial system.

The following sub-sections further describe BerryDunn's recommendations for the appropriate levels of resources for each phase of the project.

Procurement Phase

The procurement phase will utilize resources in such a way as to establish the groups that will see the project through to the operations phase. A Project Sponsor, Project Management Team, and Selection Committee should all be identified at this point in the project. Establishing these roles now will involve them from the onset of the project and ensure continuity through all phases of the project. One of the potential risks of this phase is selecting a solution that does not meet the City's current and future objectives.

Figure 8.2 below depicts the Procurement Phase Structure.



Figure 8.2: Procurement Phase Structure

Table 8.13 contains the purpose and composition of each team or role within the Procurement Phase.

Table 8.13: Procurement Phase Descriptions

Procurement Phase Descriptions		
Team/Role	Purpose/Composition	Est. Time Commitment
Project Sponsor	An existing management individual who will establish the overall mission and direction of the project.	8-12 hours
Project Management Team	The team is responsible for making day-to-day project related decisions and address high-level project risks and issues. This team is often composed of three individuals, with an IT representative and two functional representatives. The team is usually led by an overall Project Manager.	40-60 hours per person

Procurement Phase Descriptions		
Team/Role	Purpose/Composition	Est. Time Commitment
Project Selection Committee	This committee will assist in decisions throughout the procurement process and will conduct scoring to identify the Short List vendors as well as the Preferred Vendor. This team should be comprised of existing personnel from key stakeholder departments who may also serve as members of the Application Owner Teams in the next project phase	24-30 hours per person

Implementation Phase

As part of the implementation phase, the City will need to establish an Implementation Team comprised of current City resources and potentially additional resources hired for the implementation phase. One of the potential risks of this phase is lack of knowledge transfer from the selected vendor to the City as well as lack of (City) experience implementing a financial system. A detailed implementation methodology is recommended. BerryDunn's recommended structure for the Implementation Team is depicted in the figure below.

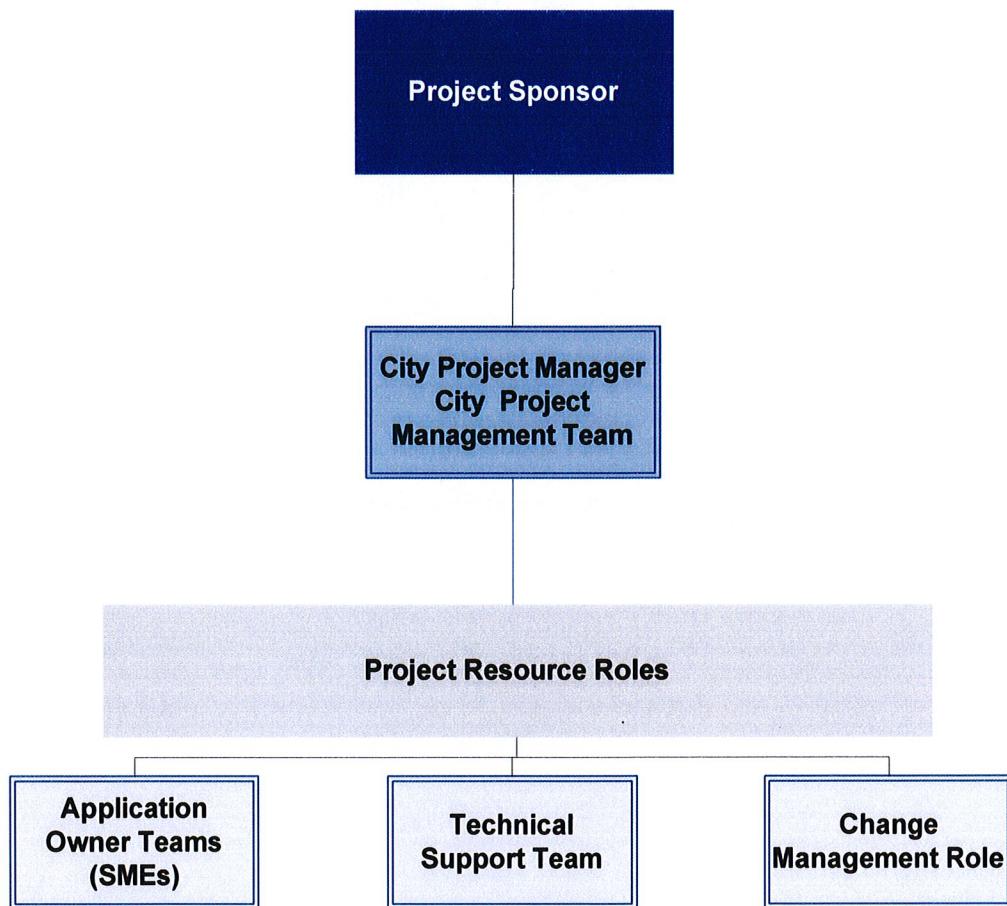


Figure 8.3: Implementation Team Structure

Table 8.14 contains the purpose or composition of each team or role in the Implementation Team.

Table 8.14: Implementation Team Descriptions

Implementation Team Descriptions		
Team/Role	Purpose/Composition	Est. Time Commitment
Project Sponsor	An existing management individual who will establish the overall mission and direction of the project.	40-56 hours
Project Manager and Project Management Team	This team will have overall tactical responsibility for project implementation and monitoring of the vendor's established project plan. This team will assist the Project Manager to ensure participation by the project resource teams and make important project implementation/configuration decisions. The team should be comprised of management staff from key stakeholder departments in the City.	PM: 900 hours Others: 250 hours per person
Application Owner Teams (SMEs)	This team will serve as subject matter experts (SMEs) and assist the Project Manager with application and business issues with the City's existing systems environment.	400-600 hours per person
Technical Support Team	This team will provide support for technical issues to the Implementation Team. In the City's current environment, staff may need to rely on a combination of support from IT and the selected vendor for technical support.	240-300 hours per person

Operations Phase

As part of the operations phase, the City will need to establish an Operations Team comprised of current City resources. One of the risks of this phase is underutilization of the implemented solution. It is recommended that the City utilize best business practices of the implemented solution. BerryDunn's recommended structure for the Operations Team is depicted in Figure 8.4.

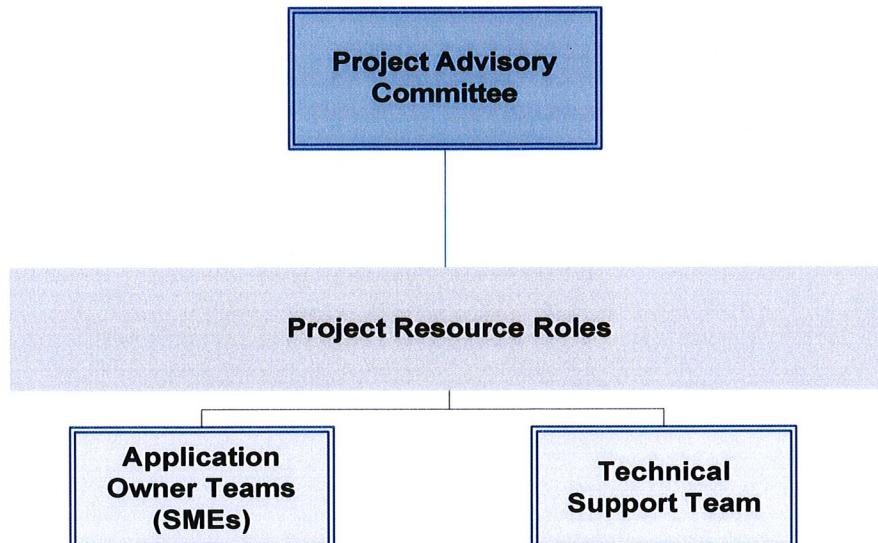


Figure 8.4: Operations Team Structure

Table 8.15 contains the purpose or composition of each team or role in the Operations Team. An estimated time commitment for this phase has not been provided because the time requirement will be dependent on the system that is selected as well as the level of service that is contracted from the vendor. At a high level, the City may expect to need at least two individuals available between 0.3 and 0.5 FTE for application support and at least one individual available at 0.5 FTE for technical support.

Table 8.15: Operation Team Descriptions

Operations Team Descriptions	
Team/Role	Purpose/Composition
Project Advisory Committee	Continue to evaluate the overall strategic use of the financial system and provide guidance on future business process improvement initiatives. This committee should be comprised of members of Executive Management as well as individuals from key stakeholder departments.
Application Owner Teams (SMEs)	Continue to serve as subject matter experts and assist the Project Advisory Committee with business process improvement initiatives.
Technical Support Team	Continue to provide support for the new financial system environment in the areas of security, complex report writing, database administration, and interfaces. The Application Owner Teams will continue to provide business process support for departments as a first line of support.

Proper project planning, executive sponsorship, change management, and resource allocation can be keys to increasing the overall likelihood of project success.

9.0 Next Steps

This Needs Assessment Report contains information related to the current technology environment at the City as well as the challenges currently faced. The Report also presents recommendations for addressing these challenges, and assessment on the ability of existing stand-alone systems to effectively integrate into a financial information software solution

As the City moves forward in the project, next steps involve developing a detailed listing of functional and technical requirements required in a new system. These requirements will then be validated with City staff during Joint Requirements Planning work sessions, and incorporated into the Request for Proposal document that will be distributed to the vendor community. These next steps are summarized in the table below.

Table 9.1: Next Steps in the Project

Project Deliverables
Task 2: Request for Proposal Document
D3. Preliminary Functional and Technical Requirements
D4. Final Functional and Technical Requirements
D5. RFP Document
Task 3: Evaluation and Selection of a Vendor
D6. System Selection Assistance
Task 5: Contract Negotiations
D7. Contract Negotiations

It is important that the City establish the proper expectations within all levels of the organization prior to initiating a financial information system implementation. Failure to set proper expectations and the lack of an adequate staffing and resource plan can negatively impact the project from the beginning and create project risks that adversely affect the project outcome.

Appendix A: Project Participants

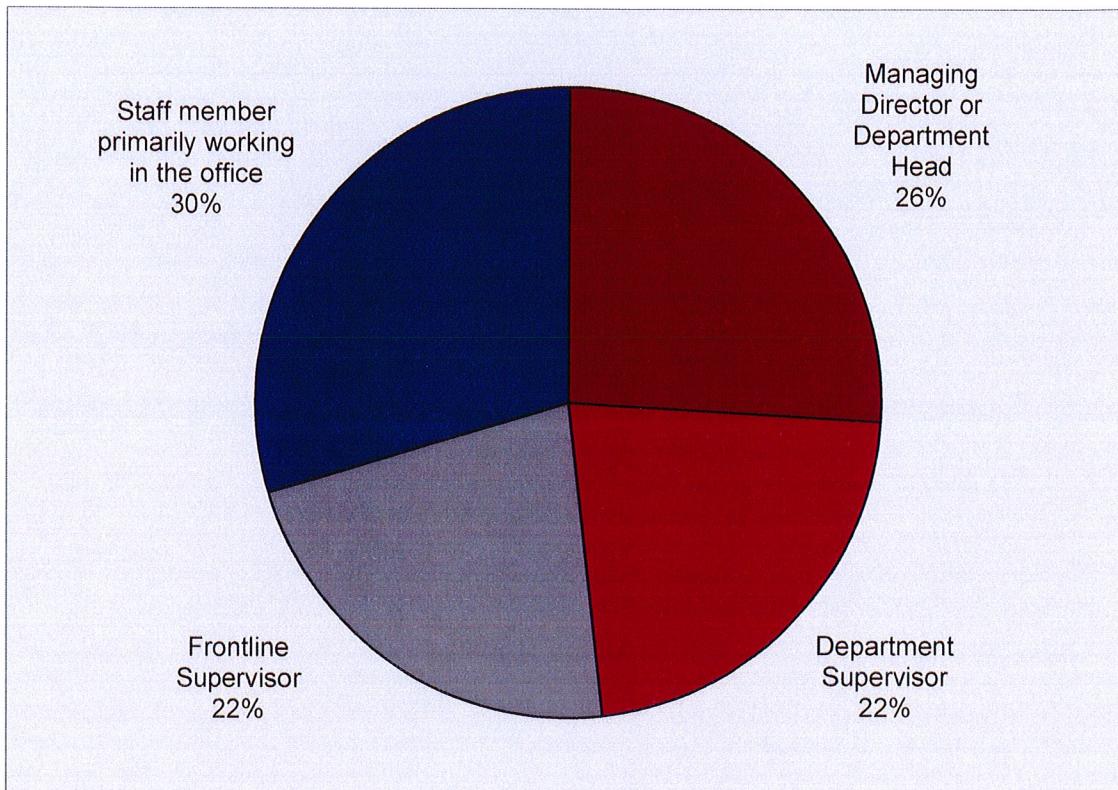
Project Participants		
No.	Name	Department/Division
1	Cindy Norris	Street/ Admin/Public Works
2	Chuck Weight	Finance/Admin Services
3	Stacia Burt	Police
4	Greg Goldman	Streets/Public Works
5	Ray Crane	Streets/Public Works
6	John Kottmann	Street/ Admin/Public Works
7	Jeff Calentine	Administration/Golf
8	Chris Solberg	Community Development
9	Sheila Lindberg	Finance/Admin Services
10	Angie Hultberg	Finance/Admin Services
11	Mandy Garrod	Human Resources/Admin Services
12	Karen Fagin	Human Resources/Admin Services
13	Kevin Pokorny	Admin Services
14	Ann Birch	Community Development
15	Pam Buethe	City Clerk/Admin Services
16	Scott Stopak	Recreation
17	Joe Soucie	Public Works
18	Rita Ramirez	Admin
19	Brian Lukasiewicz	Parks/Public Works
20	Jodi Norton	Library
21	Diane Grobeck	Community Development
22	Jeff Sinnett	Community Development
23	Jeff Siebels	Building Maintenance/Public Works
24	Ryan South	Recreation
25	Heather Fastenau	Admin Services
26	Jeanne Forsberg	Street/ Admin/Public Works
27	Sue Tangeman	Recreation
28	David Karlson	Recreation
30	Bob Lausten	Police
31	Denny Dinan	Golf

Project Participants		
No.	Name	Department/Division
32	Brad Baber	Community Development
33	Court Barber	Community Development
34	Bryan Waugh	Police
35	Colin Ruppert	Police
36	Pat Archibald	Building Maintenance/Public Works
37	Richard Carstensen	Recreation

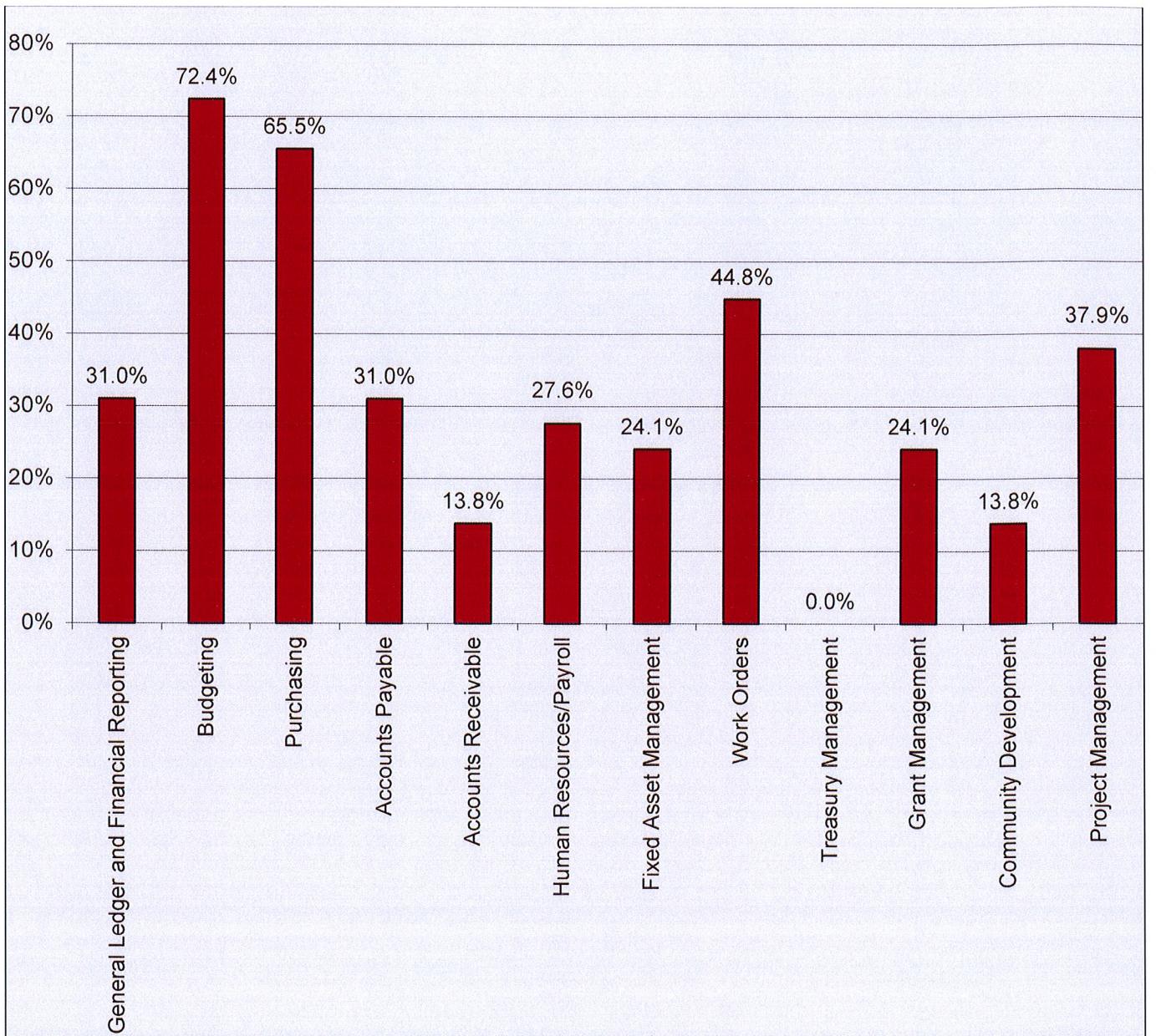
Appendix B: Web-Based Survey Responses

User Survey Respondents (29 total):

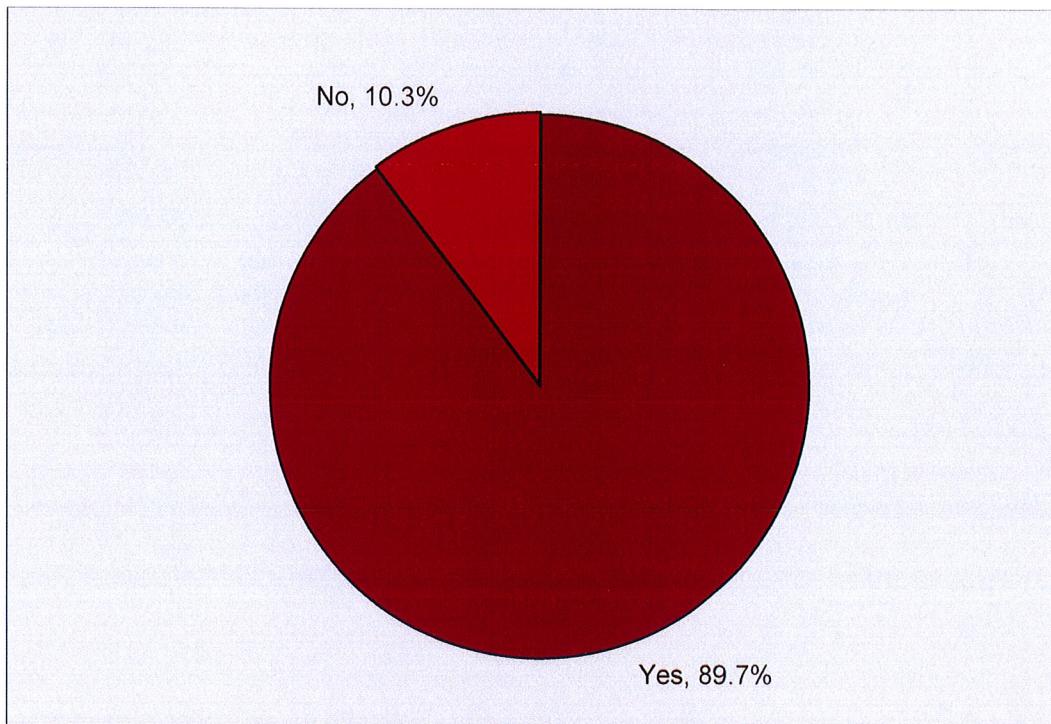
2. Please select the role that best describes your participation in your respective business areas:



3. Please select the module that you work with or are responsible for/interact with (choose all that apply):



9. Are you using MS Excel spreadsheets, external databases, or paper-based and manual processes to track information related to your business area?



Appendix C: Application Inventory

Application Inventory		
No	Application	Department
1	Summit (Data-Tech)	All Departments
2	Plan-It	Admin Services
3	Payroll Maxx	All Departments
4	Success Factors	All Departments
5	NeoGov	Human Resources
6	Blue Prince	Community Development
7	Palm Tech	Community Development
8	Gasboy	Public Works
9	RTA	Public Works
10	Micro Paver	Public Works
11	LandPort	All Departments
12	CivicPlus	All Departments (City website)
13	ActiveNET	Recreation
14	Microsoft Office	All Departments

Appendix D: Request for Information Document

PROJECT MEMORANDUM

TO: Financial Information Software Vendors
FROM: Jon Grace, BerryDunn
SUBJECT: Request for Information
DATE: June 26, 2014

Berry Dunn McNeil & Parker (BerryDunn) has been engaged by the City of La Vista, Nebraska to assist them in analyzing their options for potentially implementing a Financial Information Software System. At this stage in the project, we are developing a Needs Assessment Report document that will compare a variety of options for the future system(s) environment. As part of this phase of the project, we are contacting the vendor community to understand the availability of modules, functionality and the related timeline and cost with implementing a new system(s). Information collected from this RFI will inform the City's planning process for the future Request for Proposal.

To assist you in completing the RFI worksheet, we have provided the following metrics:

- Population: 17,884
- Total budget for FY2014: \$26 million
- Number of current system licenses: 20
- Number of current system users: 75
- Number of City employees: 140.68 FTE (109 full-time and 31.68 part-time/seasonal)

The enclosed MS Excel workbook contains three worksheets where we are requesting information related to the availability of modules, availability of functionality, implementation timeline, and cost:

1. Availability of modules (Tab 1): Please respond to the list of the City's desired modules using the indicators included in this tab.
2. Implementation timeline (Tab 2): Please provide your recommended phasing for the modules you provide and the related timeline for each phase. If you recommend overlapping phases, please identify this.
3. Cost (Tab 3): Please provide a low and high cost estimate for the modules you provide for the cost areas included in this tab. Please provide estimates by individual module. We understand that the costs presented are for planning purposes only and will not be binding in any way.

In order to meet the City's requested timeline we are asking that responses be returned no later than close of business on Monday, July 7, 2014 and we would appreciate them sooner, if possible. Please send the completed documents to Jon Grace at jgrace@berrydunn.com. If questions arise while completing the document please contact Jon via e-mail or phone at 207-541-2260.

The City requests all communication to be done through BerryDunn and vendors not contact the City directly. Thank you in advance for your assistance with this important project.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA

Subject:	Type:	Submitted By:
AMEND CITY CODE – ADOPT NFPA LIFE SAFETY CODE AND INTERNATIONAL FIRE CODE	RESOLUTION ◆ ORDINANCE (2) RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and two ordinances prepared to amend Chapter 150, Building Regulations, of the City Code in order to adopt the National Fire Protection Association 101 Life Safety Code and the International Fire Code.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approve.

BACKGROUND

Within Chapter 150, Building Regulations, of the City Code, the City has adopted various codes which comprise our building regulations. With the recent consolidation of the La Vista and Papillion Fire Departments, the city of Papillion has requested amendments to provide for the adoption of the NFPA Life Safety Code and the International Fire Code. These amendments are consistent with the regulations recently adopted by the Papillion City Council and will allow for the Fire Department to carry out fire code enforcement which previously has been conducted by the State Fire Marshall's office.

The Planning Commission held a public hearing on August 21, 2014 and unanimously recommended approval of the adoption of the NFPA Life Safety Code and the International Fire Code to the City Council.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 150.70 AND 150.73 OF THE LA VISTA MUNICIPAL CODE REGARDING BUILDING INSPECTIONS AND APPEALS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES PREVIOUSLY ENACTED, SEVERABILITY AND THE EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

Section 1. Amendment of Section 150.70. Section 150.70 of the La Vista Municipal Code is hereby amended to read as follows:

"Section 150.70. POWER AND AUTHORITY. The building inspector of the City of La Vista or the building inspector's agents, assistants or other designees, except as otherwise expressly provided in any applicable laws, codes or regulations, shall be the city official who shall have the duty of enforcing all building, housing, zoning, fire, life safety, plumbing, electrical and other codes and regulations as herein prescribed, and shall include without limitation a designated fire marshal with respect to enforcement of fire or life safety codes or related rules or regulations, ("Building Inspector"). The Building Inspector shall inspect all buildings existing, repaired, altered, built or moved in the city as often as necessary to insure compliance with all city ordinances. Not in limitation of the foregoing or other authority, the Building Inspector shall have the power and authority to order all work stopped on any construction, repair, alteration, relocation or other work when there is a violation of any provisions prescribed by ordinances, laws, rules or regulations. The Building Inspector shall issue permission to continue any construction, repair, alteration, relocation or other work where he or she is satisfied that no provisions will be violated. If a stop order is an oral one, it shall be followed by a written stop order served on any person or entity engaged in the doing or causing such work to be done. The notice shall briefly set forth the violations and shall specify the time in which compliance must be made. The Building Inspector in accordance with applicable law shall have the power and authority to issue citations and court summons for violations of building, housing, zoning, life safety, plumbing, electrical and other laws or regulations relating to buildings in the same manner as if said citations are issued by the city police. Such written stop orders, citations and court summons may be served by the Building Inspector or by a city police officer. In the event that the City Council fails to appoint a building inspector and there shall be no acting building inspector of the City of La Vista, the Chief of Police shall be the building inspector ex officio."

Section 2. Amendment of Section 150.73. Section 150.73 of the La Vista Municipal Code is hereby amended to read as follows

"Section 150.73. APPEAL FROM DECISION. Except as otherwise expressly provided by any applicable codes, laws, rules or regulations: In the event it is claimed that the true intent and meaning of this chapter has been wrongly interpreted by the Building Inspector; that the time allowed for compliance with any order of the Building Inspector is too short; or that conditions peculiar to a particular building make it unreasonably difficult to meet the literal requirements prescribed by this chapter and the Building Inspector, the owner, his or her agent or the occupant may file a notice of appeal within ten days after the decision or order of the Building Inspector has been made. The Board of Adjustment shall hear all appeals and shall have the power and authority, when appealed to, to modify the decision or order of the Building Inspector. Such a decision shall be final, subject only to any remedy which the aggrieved person may have at law or equity. Applications for review shall be in writing and shall

state the reasons why the requested remedy should be granted. Any variances only shall be granted as permitted under Neb. Rev. Stat. Section 19-910 or other applicable law, and where it is evident that reasonable safety and sanitation is assured, and may include conditions not generally specified by this code to achieve that end. A copy of any variance so granted or any other decision of the Board of Adjustment shall be sent to both the Building Inspector and the applicant."

Section 3. Repeal. Sections 150.70 and 150.73 and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof are hereby repealed.

Section 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in book or pamphlet form or as otherwise provided by law.

PASSED AND APPROVED this ____ day of _____, 2014.

CITY OF LA VISTA,

DOUGLAS KINDIG, MAYOR

Attest:

PAMELA BUETHE, City Clerk

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE CITY BUILDING CODE, TO AMEND SECTION 150.01 OF THE LA VISTA MUNICIPAL CODE, TO ADOPT THE NATIONAL FIRE PROTECTION ASSOCIATION 101 LIFE SAFETY CODE AND INTERNATIONAL FIRE CODE, AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES PREVIOUSLY ENACTED, SEVERABILITY AND THE EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

Section 1: Amendment of Section 150.01. Section 150.01 of the La Vista Municipal Code is hereby amended to read as follows:

"(A) Portions of standard codes, as modified, and additional requirements, rules and regulations specified below are hereby adopted as the Building Code of the City of La Vista for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures within the jurisdiction of the City of La Vista, including within the corporate boundaries of the City or extraterritorial jurisdiction as constituted from time to time, and providing for the issuance of permits and collection of fees therefor. Provisions of the standard codes, as modified, and additional requirements, rules and regulations adopted herein shall be applied, interpreted and construed together and consistently to the extent possible. Unless otherwise indicated by context or otherwise, references to any table, section or subsection shall mean the corresponding provision of the relevant standard code

(B) (1) *International Building Code provisions adopted by reference.* Two copies of certain documents in book form, being marked and designated as the *International Building Code*, 2006 Edition, ("IBC") are on file in the Office of the City Clerk of the City of La Vista. With the exception of portions of § 105.2 preceding § 105.2.1, and §§ 907.1.1, 907.1.2 and 3401.3 the following portions of said IBC are hereby adopted: Chapters 1 thru 35 inclusive, and Appendix "I", Patio Covers and "J" Grading ("adopted IBC provisions"); and each and all of the regulations, provisions, conditions and terms of such adopted IBC provisions, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.

(2) *Additional requirements, rules and regulations adopted.*

(a) *Work exempt from permit (adopted in lieu of portions of IBC § 105.2 preceding § 105.2.1).* Exemptions from permit requirements of the adopted IBC provisions shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of said adopted IBC provisions or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. *Building:*

a. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 80 square feet.

b. Oil derricks.

c. Retaining walls which are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

d. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.

e. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

- f. Temporary motion picture, television and theater stage sets and scenery.
- g. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep and installed entirely above ground.
- h. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
- i. Swings and other playground equipment accessory to detached one- and two-family dwellings.
- j. Window awnings supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of Group R-3 and Group U occupancies.
- k. Movable cases, counters and partitions not over five feet nine inches (1,753 mm) in height.

2. *Electrical:*

- a. *Repairs and maintenance.* Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
- b. *Radio and television transmitting stations.* Adopted IBC provisions shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installations of towers and antennas.
- c. *Temporary testing systems.* A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

3. *Gas:*

- a. Portable heating appliance.
- b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

4. *Mechanical:*

- a. Portable heating appliance.
- b. Portable ventilation equipment.
- c. Portable cooling unit.
- d. Steam, hot or chilled water piping within any heating or cooling equipment regulated by adopted IBC provisions.
- e. Replacement of any part which does not alter its approval or make it unsafe.
- f. Portable evaporative cooler.
- g. Self-contained refrigeration system containing ten pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or

less.

5. *Plumbing:*

a. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in adopted IBC provisions.

b. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

(b) *Any Group "A" occupancies with alcoholic beverages (adopted in addition to those requirements listed in adopted IBC provisions, § 903.2.1.1 through § 903.2.1.5).* An automatic sprinkler system shall be installed throughout any building with any Group "A" exceeding 1,000 square feet and where there is liquor, wine, or beer license issued and/or where the occupants consume alcoholic beverages.

(c) *Criteria (adopted in addition to those requirements listed in adopted IBC provisions, § 1601.1).* The climate and geographical design criteria for building construction in La Vista Nebraska shall be:

1. Ground/snow load 30 lbs psf;
2. Wind speed 90 mph for a three-second gust with exposure "C";
3. Seismic Design Category "B";
4. Weathering probability for concrete "B";
5. Frost line depth 42 inches;
6. Termites, moderate to heavy;
7. Decay, slight to moderate;
8. Winter design temperature, minus five degrees.

(d) *Collapsible soils (adopted in addition to those requirements listed in adopted IBC provisions, § 1804.1 through § 1804.3).* Portions of the Omaha Metro area are underlain by low unit weight soils that can collapse when saturated. Additional studies shall be made to evaluate the presence and extent of the collapsible soils and to assess the effects of any collapsible soils identified at the site on the performance of the structure.

(e) *Markings (adopted in addition to those requirements listed in adopted IBC provisions, § 2303.4.1).* Each truss shall be legibly branded, marked, or otherwise have permanently affixed thereto the following information located within two feet of the center of the span on the face of the bottom chord:

1. Identify the company manufacturing the truss;
2. The design load;
3. The spacing of the truss.

(f) *Vertical support requirements for decks and porches.* Vertical supports for decks and porches shall be wood posts of not less than six inches by six inches in dimension. Underlying footings shall meet the foundation specifications of adopted IBC provisions.

(C) (1) *International Residential Code Provisions adopted by reference.* Two copies of certain documents in book form, being marked and designated as the *International Residential Code*, 2006 Edition, ("IRC") are on file in the Office of the City Clerk of the City of La Vista. With the exception of portions of § R105.2 preceding § R105.2.1, and §§ R305.1, R311.5.2, R311.5.6.2, R319.1, R319.1.1, R320.1.2, R502.6.2, R506.2.2, R703.7.4.2, R905.3.8, R905.7.6, R905.8.8, R907.3, and Tables R301.5, R802.11, R905.2.8.2 and N1102.1.2, the following portions of said IRC are hereby adopted: Chapters 1 through 42, inclusive, and Appendices "G", Pools, Hot-tubs, Spas, "H", Patio Covers, "J" Existing Buildings and Structures, and "K", Sound Transmission ("adopted IRC provisions"); and each and all of the regulations, provisions, conditions and terms of such adopted IRC provisions, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.

(2) *Additional requirements, rules and regulations adopted.*

(a) *Work exempt from a permit (adopted in lieu of portions of IRC § R105.2 preceding § R105.2.1).* Permits shall not be required for the following. Exemption from the permit requirements of the adopted IRC provisions shall not be deemed to grant authorization for any work to be done in any manner in violation of the adopted IRC provisions or any other laws or ordinances of this jurisdiction.

1. *Building:*

- a. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 80 square feet.
- b. Retaining walls that are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- c. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
- d. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- e. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
- f. Swings and other playground equipment accessory to a one- or two-family dwelling.
- g. Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.

2. *Electrical:*

- a. *Repairs and maintenance.* A permit shall not be required for minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

3. *Gas:*

- a. Portable heating, cooking or clothes drying appliances.
- b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- c. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

4. *Mechanical:*

- a. Portable heating appliances.
- b. Portable ventilation appliances.
- c. Portable cooling units.
- d. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the adopted IRC provisions.
- e. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- f. Portable evaporative coolers.
- g. Self-contained refrigeration systems containing ten pounds (4.54 kg) or less of refrigerant or that are actuated by motors of one horsepower (746 W) or less.
- h. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

5. *Plumbing:*

- a. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in the adopted IRC provisions.
- b. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

(b) *Minimum uniformly distributed live loads (adopted in lieu of IRC Table R301.5).*

Minimum Uniformly Distributed Live Loads (in pounds per square foot)	
	Live Load
Attics with storage ^b	20

Attics without storage ^b	10
Decks ^e	40
Exterior balconies	60
Fire escapes	40
Guardrails and handrails ^d	200
Guardrails in-fill components ^f	50
Passenger vehicle garages ^a	50 ^a
Rooms other than sleeping rooms	40
Sleeping rooms	40
Stairs	40 ^c
<p>For SI: 1 pound per square foot = 0.0479 kN/m² 1 square inch = 645 mm² 1 pound = 4.45 N.</p>	
<p>^a Elevated garage floors shall be capable of supporting a 2,000-pound load applied over a 20-square-inch area.</p> <p>^b No storage with roof slope not over three units in 12 units.</p> <p>^c Individual stair treads shall be designed for the uniformly distributed live load or a 300-pound concentrated load acting over an area of four square inches, whichever produces the greater stresses.</p> <p>^d A single concentrated load applied in any direction at any point along the top.</p> <p>^e See Section R502.2.1 of adopted IRC provisions for decks attached to exterior walls.</p> <p>^f Guard in-fill components (all those except the handrail), balusters and panel fillers shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to one square foot. This load need not be assumed to act concurrently with any other live load requirement.</p>	

(c) *Minimum height (adopted in lieu of IRC, § R305.1).*

1. Habitable rooms, hallways, corridors, bathrooms, toilet rooms, laundry rooms and basements shall have a ceiling height of not less than seven feet (2,134 mm). The required height shall be measured from the finish floor to the lowest projection from the ceiling.

2. *Exceptions:*

a. Beams and girders spaced not less than four feet (1,219 mm) on center may project not more than six inches (152 mm) below the required ceiling height.

b. Ceilings in basements without habitable spaces may project to within six feet eight inches (2,032 mm) of the finished floor; and beams, girders, ducts or other obstructions may project to within six feet four inches (1,931 mm) of the finished floor.

c. For rooms with sloped ceilings, at least 50% of the required floor area of the room must have a ceiling height of at least seven feet (2,134 mm) and no portion of the required floor area may have a ceiling height of less than five feet (1,524 mm).

d. Bathrooms shall have a minimum ceiling height of six feet eight inches (2,036 mm) over the fixture and at the front clearance area for fixtures as shown in Figure R307.1 of the adopted IRC provisions. A shower or tub equipped with a showerhead shall have a minimum ceiling height of six feet eight inches (2,036 mm) above a minimum area 30 inches (762 mm) by 30 inches (762 mm) at the showerhead.

(d) *Headroom (adopted in lieu of IRC § R311.5.2).* The minimum headroom in all parts of the stairway shall not be less than six feet eight inches (2,036 mm) measured vertically from the sloped plane adjoining the tread nosing or from the floor surface of the landing or platform. The Building Official shall have the authority to waive the requirements of this section where pre-existing conditions will not allow the requirement to be met.

(e) *Continuity (adopted in lieu of IRC § R311.5.6.2).*

1. Handrails for stairways shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in newel posts or safety terminals. Handrails adjacent to a wall shall have a space of not less than one and one-half inch (38 mm) between the wall and the handrail.

2. *Exceptions:*

a. Handrails shall be permitted to be interrupted by a newel post at the turn.

b. The use of a volute, turnout, starting easing or starting newel shall be allowed over the lowest tread.

c. Handrails for stairways shall be permitted to have no more than a four-inch (102 mm) break due to wall offsets and other ornamental features.

(f) *Location required (adopted in lieu of IRC § R502.6.2).* Protection from decay shall be provided in the following locations by the use of naturally durable wood or wood that is preservative treated in accordance with AWPA U1 for the species, product, preservative and end use. Preservatives shall be listed in Section 4 of the AWPA U1.

1. Wood joists or the bottom of a wood structural floor when closer than 18 inches (456 mm) or wood girders when closer than 12 inches (305 mm) to the exposed ground in crawl spaces or unexcavated area located within the periphery of the building foundation.

2. All wood framing members, sills, or plates that rest on concrete or masonry exterior walls.

3. Sills and sleepers on a concrete or masonry slab that is in direct contact with the ground unless separated from such slab by an impervious moisture barrier.

4. The ends of wood girders entering exterior masonry or concrete walls having clearances of less than 0.5 inch (12.7 mm) on tops, sides and ends.

5. Wood siding, sheathing and wall framing on the exterior of a building having a clearance of less than six inches (152 mm) from the ground.

6. Wood structural members supporting moisture-permeable floors or roofs that are exposed to the weather, such as concrete or masonry slabs, unless

separated from such floors or roofs by an impervious moisture barrier.

7. Wood furring strips or other wood framing members attached directly to the interior of exterior masonry walls or concrete walls below grade except where an approved vapor retarder is applied between the wall and the furring strips or framing members.

(g) *Joist framing (adopted in lieu of IRC § R602.6.2).* Joists framing into the side of a wood girder shall be supported by approved framing anchors.

(h) *Air space (adopted in lieu of IRC § R703.7.4.2).* The veneer shall be separated from the sheathing by an air space of a minimum of one-half inch (13 mm).

(i) *Required strength of truss or rafter connections to resist wind uplift forces (adopted in lieu of IRC Table R802.11).*

Basic Wind Speed (mph) (3-second gust)	Roof Span (feet)							Overhangs ^d (pounds/fo ot)
	12	20	24	28	32	36	40	
85	-72	-120	-145	-169	-193	-217	-241	-38.55
90	-91	-151	-181	-212	-242	-272	-302	-43.22
100	-131	-218	-262	-305	-349	-393	-436	-53.36
110	-175	-292	-351	-409	-467	-526	-584	-64.56

For SI: 1 inch = 25.4 mm 1 foot = 305 mm 1 mph = D447 m/s 1 pound/foot = 14.5939 N/m

^a The uplift connection requirements are based on a 30 foot mean roof height located in Exposure B. In Exposure C and D and for other mean roof heights, multiply the above loads by the Adjustment Coefficient Table R301.2.(3).
^b The uplift connection requirements are based on the framing being spaced 24 inches on center. Multiply by 0.67 for framing spaced 16 inches on center and multiply by 0.5 for framing spaced 12 inches on center.
^c The uplift connection requirements include an allowance for 10 pounds of dead load.
^d The uplift connection requirements do not account for the effects of overhangs. The magnitude of the above loads shall be increased by adding the overhang loads found in the Table. The overhang loads are also based on framing spaced 24 inches on center. The overhang loads given shall be multiplied by the overhang projection and added to the roof uplift value in the Table.
^e The uplift connection requirements are based on wind loading on and end zones as defined in Figure 6-2 of ASCE 7. Connection loads for connections located a distance of 20% of the least horizontal dimension of the building from the corner of the building are permitted to be reduced by multiplying the table connection value by 0.7 and multiplying the overhang load by 0.8.
^f For wall-to-wall and foundation connections, the capacity of the uplift connector is permitted to be reduced by 100 pounds for each full wall above. (For example, if a 600-pound rated connection is used on the roof framing, a 500-pound rated connector is permitted at the next floor level down.)
^g Wind uplift calculations, prepared by a structural engineer shall be provided at the time of the framing inspection, for all structures built without uplift connections as prescribed by this Table.

(j) *Valley lining material (adopted in lieu of IRC Table R905.2.8.2).*

Valley Lining Material			
Material	Minimum Thickness (inches)	Gage	Weight (pounds)
Cold-rolled copper	0.0216 nominal	--	ASTM B 370, 16 oz. per square foot
Lead-coated copper	0.0216 nominal	--	ASTM B 101, 16 oz. per square foot
High-yield copper	0.0162 nominal	--	ASTM B 370, 12 oz. per square foot
Lead-coated high-yield copper	0.0162 nominal	--	ASTM B 101, 12 oz. per square foot

For SI: 1 inch = 25.4 mm 1 pound = 0.454 kg

Valley Lining Material			
Material	Minimum Thickness (inches)	Gage	Weight (pounds)
Stainless steel	--	28	--
Galvanized steel	0.0179	28 (zinc coated G90)	--
Zinc alloy	0.027	--	--
Lead	--	--	2 1/2
Painted frame	--	--	20

For SI: 1 inch = 25.4 mm 1 pound = 0.454 kg

(k) *Flashing (adopted in lieu of IRC § R905.3.8).* At the juncture of roof vertical surfaces, flashing and counter flashing shall be provided in accordance with this chapter and the manufacturer's installation instructions and, where of metal, shall not be less than 0.018 inches (0.4 mm) corrosion resistant sheet metal. The valley flashing shall extend at least 11 inches (279 mm) from the centerline each way and have a splash diverter rib not less than one inch (25 mm) high at the flow line formed as part of the flashing. Sections of flashing shall have an end lap of not less than four inches (102 mm). For roof slopes of three units vertical in 12 units horizontal (25% slope) and greater, valley flashing shall have a 36-inch wide (914 mm) underlayment of one layer of Type I underlayment running the full length of the valley, in addition to other required underlayment. In areas where the average

daily temperature in January is 25°F (-4°C) or less, metal valley flashing underlayment shall be solid-cemented to the roofing underlayment for slopes less than seven units vertical in 12 units horizontal (58% slope) or be of self-adhering polymer modified bitumen sheet.

(l) *Valley flashing (adopted in lieu of IRC § R905.7.6).* Roof flashing shall be not less than No. 28 gage [0.018 inches (0.4 mm)] corrosion resistant sheet metal.

(m) *Valley flashing (adopted in lieu of IRC § R905.8.8).* Roof flashing shall be not less than No. 28 gage [0.018 inches (0.4 mm)] corrosion resistant sheet metal and shall extend at least 11 inches (279 mm) from the centerline,

(n) *Re-covering versus replacement (adopted in lieu of IRC § R907.3).* New roof coverings shall not be installed without first removing existing roof coverings where any of the following conditions occur:

1. Where the existing roof or roof covering is water-soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.
2. Where the existing roof covering is wood shake, wood shingles, slate, clay, cement or asbestos-cement tile.
3. Where the existing roof has two or more applications of any type of roof covering.
4. For asphalt shingles, when the building is located in an area subject to moderate or severe hail exposure according to Figure R903.5.

5. *Exceptions:*

- a. Complete and separate roofing systems, such as standing-seam metal roof systems, that are designed to transmit the roof loads directly to the building's structural system and that do not rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.
- b. Installation of metal panel, metal shingle, and concrete and clay tile roof coverings over existing wood shake roofs shall be permitted when the application is in accordance with § R907.4.
- c. The application of new protective coating over existing spray polyurethane foam roofing systems shall be permitted without tear-off of existing roof coverings.

(o) *U-factor alternative (adopted in lieu of IRC § N1102.1.2).*

1. An assembly with a U-factor equal to or less than that specified in Table N1102.1.2 shall be permitted as an alternative to the R-value in Table N1102.1.

2. *Exception:* For mass walls not meeting the criterion for insulation location in § N1102.2.3, the U-factor shall be permitted to be:

- a. U-factor of 0.17 in Climate Zone 1.
- b. U-factor of 0.14 in Climate Zone 2.
- c. U-factor of 0.12 in Climate Zone 3.
- d. U-factor of 0.10 in Climate Zone 4 except Marine.

e. U-factor of 0.082 in Climate Zone 5 and Marine 4.

f. Single-family dwellings, two-family dwellings and townhomes with a window to wall ratio greater than 15% must conform to the State of Nebraska Energy Code.

(D) *Uniform Code for the Abatement of Dangerous Buildings adopted by reference.* Certain documents in book form, two copies of which are on file in the Office of the City Clerk of the City of LaVista and being marked and designated as the *Uniform Code for the Abatement of Dangerous Buildings*

Buildings, 1985 Edition, are hereby adopted and each and all of the regulations, provisions, conditions and terms of such *Uniform Code for the Abatement of Dangerous Buildings*, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista are hereby referred to, adopted and made a part hereof as if fully set out herein.

(E) *Uniform Administrative Code adopted by reference.* Certain documents in book form, two copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *Uniform Administrative Code*, 1987 Edition, are hereby adopted; and each and all of the regulations, provisions, conditions and terms of such *Uniform Administrative Code*, and all amendments, revisions or editions thereto on file or hereafter placed on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, adopted and made a part hereof as if fully set out herein.

('79 Code, § 9-301) (Am. Ord. 517, passed 1-15-91; Am. Ord. 723, passed 4-7-98; Am. Ord. 966, passed 1-3-06; Am. Ord. 1061, passed 6-17-08; Am. Ord. 1089, passed 4-7-09; Am. Ord. 1128, passed 8-17-10)

(F) *Life Safety Code adopted by reference.*

(1) *NFPA 101 Life Safety Code 2000 Edition adopted.* Certain documents in book or pamphlet form, two copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *NFPA 101 Life Safety Code*, 2000 Edition ("LSC"), modified as described below, are hereby incorporated herein and adopted, and each and all of the regulations, provisions, conditions and terms of such LSC, and all amendments, revisions or editions thereto on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, incorporated, adopted and made a part hereof as if fully set out herein. The LSC is hereby adopted as amended, altered, modified and changed in the following respects:

(a) All provisions set forth within the **Nebraska Administrative Code Title 153 – State Fire Marshal** shall control except for those provisions set forth in Title 153, Chapter 20 – "Fees for Inspection for Fire Safety," which fees instead shall be as determined and set forth from time to time by the Mayor and City Council in the La Vista Master Fee Ordinance.

(G) *International Fire Code adopted by reference.*

(1) *International Fire Code 2012 Edition adopted.* Certain documents in book or pamphlet form, two copies of which are on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *International Fire Code*, 2012 Edition ("IFC"), modified as described below, are hereby incorporated herein and adopted, and each and all of the regulations, provisions, conditions and terms of such IFC, and all amendments, revisions or editions thereto on file in the Office of the City Clerk of the City of La Vista, are hereby referred to, incorporated, adopted and made a part hereof as if fully set out herein. The IFC is hereby adopted as amended, altered, modified and changed in the following respects:

(a) Specifically adopted are:

- i. The IFC, Chapters 1 through 67, inclusive, and Chapter 80.
- ii. The IFC, Appendices B, E, F, G, H, and I.

(b) Specifically not adopted are the IFC, Appendices A, C, D and J.

(c) The IFC shall apply to the construction, alteration, enlargement, replacement or repair of all buildings and structures, and any new construction required as a result of moving any building.

(d) Amendments.

i. (Page 1) **101.1 Title.** These provisions shall be known as the International Fire Code of the City of La Vista, Sarpy County, Nebraska, and shall be cited as such and will be referred to herein as "this code."

ii. (Page 46) **Section 307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces**

(Page 46-47) Sections 307.1 through 307.5 of the IFC are hereby deleted in their entirety. Sections 307.6 through 307.7 are hereby added as set forth below:

(Page 47) (1) **307.6 Definitions.**

(A) For the purposes of this section, the following terms shall have the meanings indicated:

OPEN BURNING

Using fire to burn material which is not contained within a fully enclosed firebox or structure and from which the products of combustion are permitted directly to the open atmosphere without passing through a stack, duct or chimney or burning that is conducted in a noncombustible container sufficiently vented to induce adequate primary combustion air with enclosed sides, a bottom, and a mesh covering with openings not larger than 1/4 inch square. Charcoal fires, or fire of other commonly accepted cooking fuels, which are contained within a manufactured hibachi, grill, smoker or gas grill, do not constitute open burning.

(Page 47) (2) **307.7 General.** Except as otherwise provided herein or elsewhere in the Municipal Code, no person, firm or corporation shall burn or cause to be burned any material, item or thing within the City limits or within its two mile extraterritorial jurisdiction in any residential or commercially developed areas.

Exceptions.

1. This section shall not apply to and no permit shall be required for any burning which is necessary for the usual and customary preparation and/or cooking of food, including the use of normal barbecuing devices.

2. The Fire Chief or designee may waive the open burning ban under this section for an area under his or her jurisdiction by issuing an open burning permit to a person requesting permission to conduct open burning. The permit issued by the Fire Chief or designee to a person desiring to conduct open burning shall be in writing, signed by the Fire Chief or designee and on a form approved by the State Fire Marshal.

3. The Fire Chief or designee may waive the open burning ban in his or her jurisdiction when conditions are acceptable to the Fire Chief or designee.

4. The burning of dry wood in a small container manufactured for the purpose of containing small recreational fires may be allowed on the property of one- or two-family residential dwellings, in accordance with the following standards:

4.1 Such fires shall be under constant supervision while burning.

4.2 The fire and/or burning must be of such limited size as to allow the person in charge to have complete control over it.

4.3 The fire and/or burning must not create a nuisance or a hazard to the health or the safety of persons or property in the area. Fires producing smoke that is a nuisance shall be extinguished. The Fire Chief or designee is authorized to order the extinguishment by the attendant in charge or by the Fire Department of open burning that creates or adds to a hazardous or objectionable situation.

4.4 The burning of garbage, trash, leaves or other refuse shall not be permitted.

4.5 The burning or igniting of highly flammable, toxic or explosive materials shall not be permitted.

iii. (Page 63) **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

iv. (Page 64) **503.2.7 Grade.** The grade of the fire apparatus access road shall be a maximum of 10% or within the limits established by the fire code official based on the fire department's apparatus.

v. (Page 101) **903.2.8 Group R.**

Exceptions: A sprinkler system is not required when all of the following conditions exist:

1. The building is R-2 occupancy and contains eight or fewer apartment units.
2. Separation is maintained between living units by means of one-hour fire partitions creating a complete vertical separation from foundation to roof.
3. Each living unit has its own separate exit access independent of other living units.

vi. (Page 333) **CHAPTER 56 Explosives and Fireworks.**

(Pages 333 – 349) Sections 5601.1 through 5609.1 of the International Fire Code are hereby deleted in their entirety. Section 5610.1 is hereby added as set forth below:

(Page 349) **5610.1 General.** The possession, storage, sale, handling, and use of 'consumer fireworks,' shall meet the requirements defined by, *Neb. Rev. Stat. §§ 28-1241* as amended, and applicable provisions of the La Vista Municipal Code."

H. *Unsafe Buildings.* In addition to any applicable provisions of the Building Code, the Municipal Code or other laws, regulations or rules, all buildings and structures existing in violation of any provisions of the International Building Code, International Fire Code or NFPA Life Safety Code 101, as adopted in this Section 150.01, upon determination by an applicable enforcement official that the violation represents a significant risk of damage or loss to persons or property, shall constitute an unsafe building or structure.

Section 2. Repeal. Section 150.01 and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof are hereby repealed.

Section 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in book or pamphlet form or as otherwise provided by law.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

CITY OF LA VISTA,

Douglas Kindig, Mayor

Attest:

Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\ORDINANCES\Adopt NFPA Life Safety Code And Int'l Fire Code.Docx

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 150.70 AND 150.73 OF THE LA VISTA MUNICIPAL CODE REGARDING BUILDING INSPECTIONS AND APPEALS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES PREVIOUSLY ENACTED, SEVERABILITY AND THE EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

Section 1. Amendment of Section 150.70. Section 150.70 of the La Vista Municipal Code is hereby amended to read as follows:

"Section 150.70. POWER AND AUTHORITY. The building inspector of the City of La Vista or the building inspector's agents, assistants or other designees, except as otherwise expressly provided in any applicable laws, codes or regulations, shall be the city official who shall have the duty of enforcing all building, housing, zoning, fire, life safety, plumbing, electrical and other codes and regulations as herein prescribed, and shall include without limitation a designated fire marshal with respect to enforcement of fire or life safety codes or related rules or regulations, ("Building Inspector"). The Building Inspector shall inspect all buildings existing, repaired, altered, built or moved in the city as often as necessary to insure compliance with all city ordinances. Not in limitation of the foregoing or other authority, the Building Inspector shall have the power and authority to order all work stopped on any construction, repair, alteration, relocation or other work when there is a violation of any provisions prescribed by ordinances, laws, rules or regulations. The Building Inspector shall issue permission to continue any construction, repair, alteration, relocation or other work where he or she is satisfied that no provisions will be violated. If a stop order is an oral one, it shall be followed by a written stop order served on any person or entity engaged in the doing or causing such work to be done. The notice shall briefly set forth the violations and shall specify the time in which compliance must be made. The Building Inspector in accordance with applicable law shall have the power and authority to issue citations and court summons for violations of building, housing, zoning, life safety, plumbing, electrical and other laws or regulations relating to buildings in the same manner as if said citations are issued by the city police. Such written stop orders, citations and court summons may be served by the Building Inspector or by a city police officer. In the event that the City Council fails to appoint a building inspector and there shall be no acting building inspector of the City of La Vista, the Chief of Police shall be the building inspector ex officio."

Section 2. Amendment of Section 150.73. Section 150.73 of the La Vista Municipal Code is hereby amended to read as follows

"Section 150.73. APPEAL FROM DECISION. Except as otherwise expressly provided by any applicable codes, laws, rules or regulations: In the event it is claimed that the true intent and meaning of this chapter has been wrongly interpreted by the Building Inspector; that the time allowed for compliance with any order of the Building Inspector is too short; or that conditions peculiar to a particular building make it unreasonably difficult to meet the literal requirements prescribed by this chapter and the Building Inspector, the owner, his or her agent or the occupant may file a notice of appeal within ten days after the decision or order of the Building Inspector has been made. The Board of Adjustment shall hear all appeals and shall have the power and authority, when appealed to, to modify the decision or order of the Building Inspector. Such a decision shall be final, subject only to any remedy which the aggrieved person may have at law or equity. Applications for review shall be in writing and shall state the reasons why the requested remedy should be granted. Any variances only shall be granted as permitted under Neb. Rev. Stat. Section 19-910 or other applicable law, and where it is evident that reasonable safety and sanitation is assured, and may include conditions not generally specified by this code to achieve that end. A copy of any variance so granted or any other decision of the Board of Adjustment shall be sent to both the Building Inspector and the applicant."

Section 3. Repeal. Sections 150.70 and 150.73 and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof are hereby repealed.

Section 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in book or pamphlet form or as otherwise provided by law.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

CITY OF LA VISTA,

Douglas Kindig, Mayor

Attest:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA**

Subject:	Type:	Submitted By:
COLLECTIVE BARGAINING AGREEMENT — LA VISTA FRATERNAL ORDER OF POLICE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve the proposed Collective Bargaining Agreement between the City of La Vista and the La Vista Fraternal Order of Police, Lodge No. 28 for FY15 through FY18 and authorizing the Mayor to execute said agreement. Amendments to the Compensation Ordinance have additionally been prepared.

FISCAL IMPACT

The proposed agreement provides the following increases in the hourly wage rates for both Police Officers and Sergeants:

- FY15 — 2.5%
- FY16 — 2.5%
- FY17 — 2.75%
- FY18 — 3.75%

The FY15 municipal budget contains funding for the FY15 wages.

RECOMMENDATION

Approval.

BACKGROUND

The existing Collective Bargaining Agreement with the La Vista Fraternal Order of Police will expire on September 30, 2014. The terms of a new agreement have been negotiated and a copy is attached for your consideration.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE PROPOSED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE LA VISTA FRATERNAL ORDER OF POLICE, LODGE NO. 28 FOR FY15 THROUGH FY18 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of La Vista has recognized the La Vista Police Officers Association for the purpose of collective bargaining by Resolution No. 78-020; and

WHEREAS, the La Vista Police Officers Association is now a member of and affiliated with the Fraternal Order of police and is known as the La Vista Fraternal Order of Police Lodge No. 28 ("LVFOP"); and

WHEREAS, the City Administrator and the LVFOP's appointed negotiating team have reached a tentative agreement as authorized by and in accordance with Resolution No. 78-020;

WHEREAS, the membership of the LVFOP did vote on and approve the tentative agreement reached by the City Administrator and the LVFOP's negotiating team with said votes being tabulated on August 26, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska, does hereby accept the terms of the negotiated agreement and authorizes the Mayor of the City of La Vista, Nebraska, to execute the same on behalf of the City subject to approval of form by the city attorney and city administrator.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby agree and declare that the effective date of the Agreement shall be October 1, 2014.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$4,320.00 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$10,800.00 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules of Table 200, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. City Administrator/Dir. Community Services	215
City Clerk	205
City Engineer/Asst. Public Works Director	210
Community Development Director	205
Director of Administrative Services	215
Finance Director	205
Fire Chief	190
Library Director	205
Police Chief/Director of Public Safety	215
Director of Public Works	215
Recreation Director	205

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. to City Administrator	180
Asst. Golf Superintendent	140
Asst. Recreation Director	175
Building Superintendent	180
Chief Building Official	175
Community Relations Coordinator	150
Golf Course Services Manager	165
Golf Course Superintendent	175
Human Resources Generalist	165
Human Resources Manager	180
Librarian II – Inter-Library Loan/Public Services	160
Librarian III	175
Park Superintendent	180
Planner	175
Police Captain	190
Police Records Manager/Office Manager	165
Program Coordinator	160
Street Superintendent	180

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100 and Table 400, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Accounting Clerk	130
Administrative Assistant	130
Mechanic	140
Building Inspector I	140
Building Inspector II	160
Code Enforcement Officer	141
Executive Assistant	140
Building Technician	160
Librarian II – Computer/Reference Services	160
Librarian I	140
Maintenance Worker I	130
Maintenance Worker II	140
Park Foreman	165
Permit Technician	125
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	120
Secretary II	125
Secretary/Receptionist	120
Sewer Foreman	165
Street Foreman	165
Shop Foreman	165

Section 7. Part-Time and Temporary Employees. The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Accountant	145
Assistant Pool Manager	100
Circulation Clerk I	100
Circulation Clerk II	115
Custodian	105
Evidence Technician	130
Clerical Assistant	115
Intern/Special Projects	115
Lifeguard	100
Pool Manager	110
Recreation Supervisor	100
Seasonal GC Clubhouse & Grounds	100
Seasonal PW All Divisions 1-5 Years	100
Seasonal PW All Divisions 5+ Years	110
Shop Assistant	100
Special Services Bus Driver	110
Temporary/PT Professional (PW)	160

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council:

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Table 100 and 200 of Section 21 of this Ordinance. The base factor for fiscal year 2015 shall be set at two and one-half percent (2.5%).

Section 9. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from

time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 11. Longevity Pay. Employees of the City in the positions set forth in Section 3 and Table 400 of this Ordinance shall receive longevity pay in an amount equal to the following percentage of the hourly rate set forth in Section 3 and Table 400 of this Ordinance, rounded to the nearest whole cent:

<u>Length of Service</u>	<u>Allowance Per Hour</u>
Over 7 Years	2.00% (or .02)
Over 10 Years	2.75% (or .0275)
Over 15 Years	4.00% (or .04)
Over 20 Years	4.50% (or .0450)

Section 12. Health, Dental Life and Long Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 13. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 14. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2014 through September 30, 2018," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.

- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$120.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked over forty in the pay periods that encompass the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.

Section 15. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 16. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 17. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 18. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 19. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 20. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.

- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section 21. Wage Tables.

Table 100							
Salaried Exempt Employees				Hourly Non-Exempt Employees			
Range		Minimum	Maximum	Range		Minimum	Maximum
100	Hourly	9.27	12.04	141	Hourly	16.42	21.50
	Monthly	1,607	2,087		Monthly	2,846	3,727
	Annual	19,282	25,043		Annual	34,154	44,720
105	Hourly	10.99	14.50	145	Hourly	16.88	21.92
	Monthly	1,905	2,513		Monthly	2,926	3,799
	Annual	22,859	30,160		Annual	35,110	45,594
110	Hourly	11.38	14.78	150	Hourly	17.73	23.03
	Monthly	1,973	2,562		Monthly	3,073	3,992
	Annual	23,670	30,742		Annual	36,878	47,902
115	Hourly	12.24	15.90	160	Hourly	19.45	25.26
	Monthly	2,122	2,756		Monthly	3,371	4,378
	Annual	25,459	33,072		Annual	40,456	52,541
120	Hourly	13.16	17.09	165	Hourly	20.72	26.91
	Monthly	2,281	2,962		Monthly	3,591	4,664
	Annual	27,373	35,547		Annual	43,098	55,973
125	Hourly	14.16	18.39	175	Hourly	24.42	31.71
	Monthly	2,454	3,188		Monthly	4,233	5,496
	Annual	29,453	36,251		Annual	50,794	65,957
130	Hourly	14.85	19.02	180	Hourly	27.06	35.15
	Monthly	2,539	3,297		Monthly	4,690	6,093
	Annual	30,472	39,562		Annual	56,285	73,112
140	Hourly	16.03	20.81	190	Hourly	33.44	43.44
	Monthly	2,779	3,607		Monthly	5,796	7,530
	Annual	33,342	43,285		Annual	69,555	90,355

Table 200
Management Exempt Employees

Range		Minimum	Maximum
200	Hourly	34.21	43.65
	Monthly	5,930	7,566
	Annual	71,157	90,792
205	Hourly	35.53	45.35
	Monthly	6,159	7,861
	Annual	73,902	94,328
210	Hourly	37.81	48.14
	Monthly	6,554	8,344
	Annual	78,645	100,131
215	Hourly	41.14	52.50
	Monthly	7,131	9,100
	Annual	85,571	109,200

Table 400
Classification: FOP Collective Bargaining
Hourly Non-Exempt

Range		A	B	C	D	E	F
426	Hrly				34.15	35.57	37.82
					5,919	6,165	6,555
					71,032	73,986	78,666
423	Hrly	22.39	23.90	26.26	27.80	30.34	31.92
		3,681	4,143	4,552	4,819	5,259	5,533
		46,571	49,712	54,621	57,824	63,107	66,394

Section 22. Repeal of Ordinance No. 1224. Ordinance No. 1224 originally passed and approved on the 2nd day of September May 2014 is hereby repealed.

Section 23. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law.

Section 24. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 16TH2ND DAY OF SEPTEMBER 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**AMENDED AGREEMENT
BETWEEN THE LA VISTA FRATERNAL ORDER OF POLICE
LODGE NO. 28
AND
THE CITY OF LA VISTA, NEBRASKA**

FYE 2015 through 2018

OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2018

Table of Contents

Preamble	4
Article 1 — Definitions	5
Article 2 — LVFOP Recognition	6
Article 3 — Bulletin Board and Ballot Boxes.....	6
Article 4 — LVFOP Activity.....	7
Article 5 — Check Off	7
Article 6 — Employee Rights.....	8
Article 7 — Disciplinary Action.....	10
Article 8 — Seniority	10
Article 9 — Grievance procedure.....	11
Article 10 — Uniforms and Equipment.....	12
Article 11 — Overtime.....	13
Article 12 — Leave Provisions.....	16
Article 13 — Holidays, Personal Leave and Birthdays	20
Article 14 — Vacations	21
Article 15 — Wages.....	22
Article 16 — Longevity Pay	22
Article 17 — Health, Dental and Life Insurance	23
Article 18 — Duty Shifts.....	24
Article 19 — Educational Assistance Program	25
Article 20 — Personnel Manual and Current Compensation Ordinance	26
Article 21 — Field Officer Training Pay	27
Article 22 — Out of Class Pay	27
Article 23 — Safety Committee	27
Article 24 — Drug Testing Policy.....	28
Article 25 — Savings Clause	28

Article 26 — Transition Provisions and Duration of Agreement.....	29
APPENDIX A — Authorization for Payroll Deduction	30
APPENDIX B	31
APPENDIX C	32

Preamble

WHEREAS, the LVFOP has been recognized as set forth in Article 2 hereof as the sole and exclusive bargaining agent for certain employees of the Police Department of the City of La Vista, Nebraska; and

WHEREAS, this Agreement has as its purposes the promotion of harmonious relations between the City and the LVFOP, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and their conditions of employment respecting certain employees of the City.

NOW, THEREFORE, the parties agree as follows:

Article 1 — Definitions

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions hereafter set forth, unless the context otherwise requires.

- (A) **Department** shall mean the Police Department of the City of La Vista.
- (B) **Employee** shall mean any employee of the Police Department of the City of La Vista, Nebraska, excluding the Chief of Police, those persons holding the rank of captain or above, and those other persons excluded under Article 2, Section 1 of this Agreement.
- (C) **Department Head** shall mean the duly appointed Chief of the Police Department of the City of La Vista, Nebraska.
- (D) **Personnel Board** shall mean the duly appointed Personnel Board of the City of La Vista, Nebraska.
- (E) **City Administrator** shall mean the duly appointed City Administrator of the City of La Vista, Nebraska.
- (F) **Personnel Manual** shall mean the Personnel Manual of the City of La Vista, Nebraska, dated February 6, 1996, as heretofore or hereafter amended.
- (G) **City** shall mean the City of La Vista, Nebraska.
- (H) **LVFOP** shall mean the La Vista Fraternal Order of Police Lodge No. 28.
- (I) **Current City Compensation Ordinance** shall mean the Ordinance adopted by the City Council of the City of La Vista, Nebraska, which establishes the rates of compensation of employees of the City, and which is in effect on the date hereof, but including any amendments hereafter adopted thereto.
- (J) **City Council** shall mean the City Council of the City of La Vista, Nebraska.
- (K) **Mayor** shall mean the Mayor of the City of La Vista, Nebraska.
- (L) **Fiscal Year** shall mean the fiscal period commencing October 1 and ending September 30.

Article 2 — LVFOP Recognition

Section 1. The City recognizes the LVFOP as the exclusive bargaining representative for those police employees of the City holding the following regular full-time positions:

Sergeant
Police Officer

excluding, however, all supervisory, confidential, seasonal, temporary, CETA and part-time employees.

Section 2. The intent of City Council Resolution No. 78-020, pursuant to which the LVFOP has heretofore been granted bargaining recognition by City, is fully preserved by this Agreement, including the express intent thereof that no management right or prerogative or policy shall be the subject of negotiations. The inclusion herein of any matter of management right, prerogative or policy shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or in any manner be deemed a waiver of the stated intent of Council Resolution No. 78-020.

Section 3. The mandatory or permissive nature of any subject, matter or issue included in or treated in this Agreement is fully preserved and the question as to whether same is a mandatory or permissive subject of bargaining shall be determined by law without regard to and totally apart from treatment or inclusion of such subject herein. The inclusion of any subject, matter or issue herein shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the City's management prerogative or right in respect thereto.

Article 3 — Bulletin Board and Ballot Boxes

Section 1. The City shall permit the LVFOP to use one bulletin board, designated by the Chief of Police, in the break room, for posting of notices of LVFOP meetings and elections, reports of LVFOP committees and other notices or announcements that may be of benefit or interest to the employees.

Section 2. Posted materials shall not contain anything political or discriminatory or reflect adversely upon the City or any of its employees. The bulletin board provided shall be for the exclusive use of the LVFOP.

Section 3. The City will permit the LVFOP to use the LVFOP's own ballot box in the break room for LVFOP balloting or elections. No employee shall participate in any LVFOP election in any manner during his/her tour of duty.

Article 4 — LVFOP Activity

Section 1. The LVFOP agrees that its members, agents, and representatives will not solicit membership in the LVFOP or otherwise carry on LVFOP activity during working hours except as otherwise permitted by this Agreement.

Section 2. Employees may use their individual vacation days or personal leave days for the purpose of attending conventions, educational conferences or conducting LVFOP business, subject to the needs of the Department with respect to the scheduling of vacations and required manpower. The City shall not refuse personal leave days off or vacation time off solely because the employee intends to use such days for the purposes stated above.

Article 5 — Check Off

Section 1. The City shall deduct LVFOP dues from the pay of each employee covered by this Agreement; provided, that at the time of such deduction there is in the possession of the City a current and unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked, in the manner set forth in **Section 3** of this Article, by the employee at any time by giving written notice thereof to the City. The City shall deduct such dues from the pay of employees who have executed such assignments and remit such withholdings to the Union on either a monthly or bi-weekly basis, at the City's option. Such withholdings shall be remitted to the duly designated LVFOP official by the City within ten (10) days following the issuance of pay warrants for the pay period respecting which the City, at its option, elects to deduct such withholdings in accordance with the foregoing. The LVFOP shall advise the City in writing of the name and address of the designated LVFOP official to whom the City should remit amounts so withheld.

Section 2. Previously executed and unrevoked written check off authorizations shall continue to be effective respecting employees reinstated or returning to work following layoff, leave of absence, or suspension, not exceeding six months. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective. If an employee is on any form of paid leave of absence, the City shall continue to withhold union dues during such absence unless the assignment respecting the same has been or is revoked in the manner provided herein.

Section 3. Written revocations of check off authorizations shall not be effective unless received by the City Clerk at least two (2) weeks prior to the first pay date upon which such revocation is to take effect.

Section 4. At the time of execution of this Agreement, the LVFOP shall advise the City in writing of the exact amount of regular monthly LVFOP dues. If, subsequently, the LVFOP requests the City to deduct additional monthly LVFOP dues, such request shall be effective only upon written assurance by the LVFOP to the City that the amounts requested are regular monthly LVFOP dues duly approved in accordance with the LVFOP's constitution and by-laws.

Section 5. The City agrees to provide this service without charge to the LVFOP.

Section 6. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the City fails to make a deduction for any employee as above provided, it shall make such deduction from the employee's next pay period in which LVFOP dues are normally deducted, but only if written notification by the LVFOP has been given to the City in time to permit such deduction. If the City makes an overpayment to the LVFOP, the City shall deduct that amount from the next remittance to the LVFOP. If the City inadvertently makes a dues deduction from the pay of an employee who has not authorized said deduction or who has revoked said authorization in accordance with **Section 3** of this Article, the LVFOP agrees to refund said deduction to the affected employee or to the City, on demand, or the City may withhold the amount of same from a subsequent remittance to the LVFOP. The LVFOP agrees to indemnify and hold the City harmless against any and all claims, suits, orders, judgments, loss or liability arising as a result of any action taken or not taken by the City under the provisions of this Article.

Article 6 — Employee Rights

Section 1. Any employee may request of the City Clerk the opportunity to review his/her personnel file during normal business hours at City Hall in the presence of appropriate personnel and any employee may request of the Chief of Police the opportunity to review his/her Departmental file, if maintained by the Department, during normal business hours at the Police Department in the presence of appropriate personnel. An employee shall not be entitled to review any materials that relate to any investigation that has not yet been completed or that relate to any potential disciplinary or other matter that has not yet been concluded.

Section 2.

- (A) Any employee who is the subject of a complaint filed with the La Vista Police Department shall be given a copy of the complaint after it is received by the management of the Department (except where notification to the employee could jeopardize an investigation) as soon as possible. The employee shall respond thereto after receipt of such notification if such a response is requested by the Department.
- (B) The employee may request the presence of an LVFOP representative or LVFOP-designated counsel ("Advisor") during any questioning of the employee regarding a citizen complaint or other internal affairs investigation matter. Such assistance or representation shall be allowed only in a situation in which the employee reasonably believes the investigation might lead to disciplinary action against the employee. The City shall have no duty to advise the employee of the right to make such a request, and the employee may withdraw the request at any time. The Advisor may assist and counsel the employee, and may offer input to the process and issues, but may not obstruct the City's investigation or the questioning of the employee. If the City reasonably considers that the Advisor is obstructing the City's investigation or questioning of the employee, the City may exclude the Advisor for the remainder of the investigation or questioning of the employee; provided, that if the City so excludes the Advisor, the employee shall be entitled to request the presence of another LVFOP representative or LVFOP-designated counsel to serve as the Advisor, subject to all of the requirements and procedures of this subsection (B), during the remainder of the investigation or questioning of the employee. The employee shall not be entitled to have more than one

person present as an Advisor under this provision. The City is not required to postpone a requested interview for more than ninety (90) minutes to await the arrival of the employee's requested Advisor and, after having waited ninety (90) minutes after the employee first informs the City that the employee would like for an Advisor to be present, or after having waited ninety (90) minutes after the employee first informs the City that the employee would like for a substitute Advisor to be present following exclusion by the City of the initial Advisor, the City may require the employee to submit to the questioning or investigation.

(C) The City shall notify the employee in writing of the final disposition of the complaint.

Section 3. Interviews of employees shall be conducted during a regular tour of duty of the employee, if possible. If same is not possible, interviews shall be scheduled at such times as will not unduly inconvenience the employee. Time spent by an employee who is interviewed outside his or her regular tour of duty will be considered hours worked by the employee, for purposes of Article 11 of this Agreement, unless the employee is under investigation regarding a possible criminal offense.

Section 4. Whenever a citizen complaint has been filed against an employee, and an investigation by the La Vista Police Department of such complaint has uncovered insufficient evidence to either prove or disprove either the citizen's complaint or the employee's explanation of the incident, it shall then be the right of the complaining citizen to request a polygraph examination of himself/herself or others, to be administered by a polygraph examiner employed or retained by the La Vista Police Department, if such citizen wishes to continue processing his or her complaint. In such event, if the citizen's or the other person's polygraph examination shows the complaining person or witness to be non-deceptive as to the relevant facts of the complaint, then the employee against whom complaint is made may be compelled to submit to a polygraph examination regarding the investigation.

Section 5. If an employee has not received a written reprimand for a period of three (3) years, he/she may request that all reprimands over three (3) years old be removed from his/her file maintained by the City. No copies or notations of removed reprimands shall be maintained in any personnel files of the City.

Section 6. Any files or records maintained by the City which involve charges or complaints which shall be found not to be sustained, shall thereupon immediately be removed from that employee's personnel file. This shall be the responsibility of the City Clerk.

Section 7. The City may maintain indefinitely an administrative file of complaints against employees, to track the nature of complaints, summary of findings of investigations, and final actions taken, if any, in response to complaints. The administrative file will be maintained separately from employee personnel files. Material more than two (2) years old maintained in the administrative file will not be used against the employee in City disciplinary action or employee evaluation and promotional decisions.

Section 8. Where an employee has had a complaint sustained against him/her through an investigation by the La Vista Police Department that does not result in a demotion or discharge, it shall be kept as a part of his/her file for no more than three (3) years from the date of the complaint; provided, that if the employee is found, on the basis of another complaint made within such three (3) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional three (3) years. Effective October 1, 2014, documentation of demotion and the related

investigation shall remain in the employee's personnel file no longer than five (5) years; provided, that if the employee is found, on the basis of another complaint made within such five (5) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional five (5) years. At the end of the retention or extended retention period described herein, the sustained complaint and all other accompanying documentation shall be removed from the employee's file, at the request of the employee to the Human Resources Office. If an employee is discharged as a result of a complaint or the related investigation, documentation regarding the complaint and the related investigation shall be permanently kept as part of the employee's file.

Section 9. Press releases concerning internal investigations shall not be issued by either the City or the LVFOP without prior notice to the other party that a press release is to be issued.

Section 10. If a complaint against an employee covered under this Agreement is found to be a false complaint, the Police Chief will review such case to determine if criminal charges are applicable.

Article 7 — Disciplinary Action

Section 1. Suspension. An employee covered by this Agreement may, for cause, be suspended without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) consecutive months. However, no single suspension shall be for more than thirty (30) calendar days. Whenever a suspension is to be imposed without prior action by the Civil Service Commission, the employee shall be notified in writing of same not later than one (1) day before the suspension period is to commence. Such notice shall include the reasons for and the duration of the suspension.

Section 2. All other sections of the City of La Vista Personnel Manual relating to disciplinary action, not in conflict with this Agreement are, by this reference, incorporated into this Agreement.

Section 3. The provisions of Chapter 19, Article 18, of the Nebraska Revised Statutes, ("Civil Service Commission"), and the City's ordinance and regulations pertaining to the City's Civil Service Commission, as previously or hereafter amended, are incorporated into this Agreement by reference, and shall supersede any provision or provisions hereof inconsistent therewith.

Article 8 — Seniority

Section 1. Seniority shall be based on continuous length of service in a classification without break or interruption, except as provided for in Section 2 of this Article. Any suspension for disciplinary purposes, absence on authorized leave with pay, or absence on authorized leave without pay for sixty (60) calendar days or less, shall not constitute a break or interruption of service within the meaning of this Section. Unless otherwise prohibited by law, any layoff or authorized absence without pay for more than sixty (60) calendar days shall result in a deduction from seniority of all time on leave or layoff.

Section 2. Seniority shall commence from the date an employee initially enters a classification. In the event an employee is demoted, whether voluntarily or involuntarily, the employee's seniority in the lower classification shall be retroactive to his/her initial date of entry into that classification. In

the event two (2) employees are hired on the same date, the ranking by the Civil Service Commission shall determine their order of hiring for seniority purposes.

Section 3. A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by employees; provided, that the seniority list shall be revised and updated at the end of each fiscal year and a copy of same shall be transmitted to the LVFOP.

Article 9 — Grievance Procedure

Section 1. There shall be a grievance procedure under this Agreement, which shall be the grievance procedure set forth in the Personnel Manual, with the following modifications:

- (A) A grievance under this Agreement is defined to be any dispute concerning the interpretation or application of a specific and express provision of this Agreement relating to wages, fringe benefits, or working conditions. A grievance under this Agreement may not be filed respecting personnel actions subject to the jurisdiction of the Civil Service Commission of the City.
- (B) Unless a grievance is presented to the employee's immediate supervisor within twenty (20) calendar days after the grievant is or should have been aware of the occurrence of the event giving rise to the grievance, the grievance will be presumed to have been waived. The immediate supervisor shall respond to a duly filed grievance from an employee under his/her supervision in writing within twenty (20) calendar days after receipt of the grievance. Within twenty (20) calendar days after receiving the decision of the employee's immediate supervisor on the grievance, the employee, if dissatisfied with such decision, shall appeal said supervisor's disposition of such grievance by presenting such grievance in written form to the employee's Department Head, or the grievance will be presumed to have been waived. The Department Head shall respond in writing to the employee within twenty (20) calendar days after receipt of the appeal of such grievance from the employee.
- (C) Within twenty (20) calendar days after receiving the decision of the Department Head on the grievance, the employee, if still dissatisfied with such decision, shall appeal such decision by presenting the grievance in written form to the City Administrator, or the grievance will be presumed to have been waived. The City Administrator shall respond in writing to the employee within twenty (20) calendar days after the Administrator's said receipt of the grievance from the employee. The City Administrator's decision on a grievance, as defined in and subject to this Agreement, appealed to him or her, shall not be final. Appeal from the decision of the City Administrator on an appealed grievance may be taken by the aggrieved employee to the Personnel Board within seven (7) calendar days after receiving notice of the City Administrator's decision thereon. Such appeal shall be in writing and shall be delivered to the chairperson of the Personnel Board within the time permitted by this subsection to initiate the appeal. The Personnel Board shall meet within forty-five (45) calendar days after receipt of the grievance and shall issue a written decision on the appealed grievance within thirty (30) calendar days after the conclusion of said meeting.
- (D) Each party reserves the right to litigate a question presented by a grievance in any court of competent jurisdiction in the event such party shall not be satisfied with the resolution of the grievance by the Personnel Board. However, no such litigation may be maintained until all available steps under this grievance procedure have been pursued and exhausted.

- (E) The time limits provided for in this grievance procedure shall be strictly construed and the failure of any moving party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate.
- (F) An aggrieved employee shall have the right to process his/her grievance individually, by the LVFOP and/or by an attorney at law.
- (G) An employee may draft a response within ten days of receipt of a written reprimand or a performance evaluation. The response shall be attached to all copies of the relevant written reprimand or performance evaluation, but the reprimand or performance evaluation shall not be grievable under this grievance procedure.

Article 10 — Uniforms and Equipment

Section 1. The City shall provide and replace sufficient uniforms for uniformed employees where uniforms are required.

Section 2. The City will pay, directly to the service provider and not to the employee, the service provider's charges for cleaning up to eleven (11) two-piece uniform sets per calendar month per employee who is required to wear uniforms during the major portion of his or her working time during such calendar month. This applies only to the service provider designated by the City to provide such service, and to no other service provider.

Section 3. The City will pay, directly to the service provider and not to the employee, the service provider's charges for cleaning up to five (5) two-piece civilian clothing sets per calendar month per employee who is not required to wear uniforms during the major portion of his or her working time during such calendar month. This applies only to the service provider designated by the City to provide such service and no other service provider. "Two-piece civilian clothing sets" as used herein shall be deemed to mean suits, slacks and jacket, or skirt and jacket, which normally require dry cleaning or professional laundering rather than home laundering. If an employee wears both uniforms and civilian clothing sets during the calendar month, the employee shall be entitled to this benefit, but only to the extent of a maximum total of five (5) sets of clothing per calendar month, whether such sets of clothing be uniform sets, civilian clothing sets, or some combination thereof, totaling five (5) or less sets per calendar month.

Section 4. The City shall provide all required police equipment for all uniformed and non-uniformed employees. If approved by the Chief of Police, uniformed and non-uniformed employees may, at their own expense, purchase and utilize optional or alternative equipment.

Section 5. The City shall provide each employee with protective body armor for the use of such employee, which protective body armor shall remain the property of the City.

Section 6. The City shall provide regular replacement of City-provided articles as necessary for wear or damage, or loss of uniforms or equipment occurring in the performance of duties by employees, subject to the availability of budgeted funds.

Article 11 — Overtime

Section 1. The City will pay employees overtime at the rate of one and one-half times the employee's contractual hourly rate for all hours worked in excess of 80 hours by the employee during a work period. Each "work period" shall consist of 14 consecutive calendar days, which days shall coincide with the established pay periods.

Section 2. For the purposes of this Article 11, an employee's "contractual hourly rate" shall be the hourly rate shown respecting such employee on Appendix B, increased by any amounts due to the employee under Article 10, Section 6 (Plain Clothes Replacement Allowance), Article 15, Section 2 (Investigator/Crime Prevention Officer/School Resource Officer/K-9 Officer), Article 16 (longevity pay), and Article 19, Section 3 (advanced educational incentive).

Section 3. For purposes of this Article 11, "hours worked" shall include:

- (A) "Report-In" Time;
- (B) Time the employee spends working at the Police Station or on patrol or at his or her designated duty station or duty location, as scheduled or at the request of Departmental authorities;
- (C) Attendance at Departmental training sessions or other Departmental meetings during the employee's off-duty hours, when the City requires the employee to attend same;
- (D) Call-outs for work during an employee's off-duty hours;
- (E) Time spent on officially designated "standby" status. Time spent on "standby" shall not be considered hours worked if, while on standby status, the employee is free to pursue and engage in personal pursuits subject only to the requirements to remain sober, to remain within a 30-mile radius of La Vista City Hall, and to remain able to be contacted, if necessary, by telephone or radio;
- (F) Meal breaks during the duty shift of employees, since it is understood that employees are on call and not completely relieved from duty during such meal breaks;
- (G) Required time spent during an employee's normal off duty hours, at the request of City officials or the County Attorney's office, attending court proceedings as a witness or in any other capacity related to his/her official duties. All witness fees received by employees, with respect to court appearances for which the employee is paid hereunder by the City, shall be paid over to the City Clerk by the employee. If an employee's scheduled court appearance, falling on the employee's off-duty hours, is canceled after 5:00 p.m. on the business day prior to the scheduled court appearance, the employee shall be paid for two hours pay at the employee's regular rate of pay, but such two hours shall not be considered "hours worked" by the employee;

- (H) Required time spent, during an employee's normal off-duty hours, attending conferences with City or County attorneys, at the request of the latter, concerning City business or concerning court proceedings in which the employee is involved in an officially-related capacity;
- (I) Time spent in attendance at non-Departmental training sessions during the employee's off-duty hours, when the City requires the employee to attend same. Only the actual training time shall be considered hours worked under this subsection;
- (J) Pre-approved paid leave taken by employees shall be considered hours worked in computing overtime, provided, however, that personal leave taken, birthday leave taken, field training officer leave time earned and taken, wellness leave time earned and taken, and funeral leave taken shall not be considered as hours worked in computing overtime. Pre-approved for the purposes of this subsection, in the case of vacation leave, shall mean leave approved prior to the beginning of the work period, and in the case of sick leave, shall mean sick leave utilized in compliance with the applicable personnel rules; and
- (K) Required time spent, during an employee's normal off-duty hours, conducting official business on the telephone with City officials, at the request of the latter, concerning City business in which the employee is involved in an officially-related capacity. Only phone calls in excess of 8 (eight) minutes in length shall be considered hours worked.

Section 4. Travel time shall not be considered "hours worked" unless:

- (A) The employee has commenced a shift or other period of service by initially reporting to the police station and has then traveled from and returned to the police station, prior to completion of such service. (In such event, only the latter type of travel shall constitute hours worked, and home-to-police station and police station-to-home commuting travel time shall not constitute hours worked); or
- (B) The employee has, pursuant to City instruction or authorization, commenced a duty shift or other period of service by initially reporting to some duty, training or other site located in excess of 15 one-way road miles (by the most direct route) from the La Vista police station. In such case, the travel time to and from such duty, training or other site shall constitute hours worked. Meal expenses incurred with travel in excess of 15 one-way road miles shall be reimbursed to the employee.

If travel time otherwise constitutes hours worked under this **Section 4**, it shall be considered hours worked hereunder only to the extent of the time reasonably necessary to accomplish the travel in a safe manner.

Section 5. The City may require an off-duty employee to report for work at any time.

Section 6. In the following off-duty call out situations, hours worked shall be computed as follows:

a. For purposes of determining hours worked for pay purposes (including overtime), an employee shall be credited with having worked a minimum of three hours when engaged in the activities described in the following provisions of this Agreement:

Article 6, Section 2	(Off-duty Interviews);
Article 11, Section 3 (D)	(Off-duty Call-outs);
Article 11, Section 3 (G)	(Off-duty Court Time); or
Article 11, Section 3 (H)	(Off-duty Conferences).

If the time actually expended in such activities (including any compensable travel time) shall exceed three hours, the employee shall be credited for pay purposes (including overtime) as having worked the actual time so expended, provided that, in the case of off-duty call-outs the pay for said call-out shall be the greater of:

- (1) Three (3) hours of straight time pay; or
- (2) One and one-half (1- $\frac{1}{2}$) times the actual number of off-duty call out hours worked, provided there shall be no pyramiding of hours for purposes of computing overtime.

Section 7. In lieu of receiving monetary compensation for overtime hours worked as provided in this Article, any employee who has completed one full year of continuous employment in the Department may individually choose to accumulate Compensatory Time Leave In Lieu of Overtime Pay ("Comp Time Leave"), under the conditions and subject to the restrictions of this Section 7.

- (A) If chosen by the employee, Comp Time Leave will be allowed at the rate of one and one-half times the number of hours of overtime hours worked. To choose Comp Time Leave, the employee must clearly indicate on his/her time card that the overtime hours worked are to be compensated in Comp Time Leave. If there is no such clear indication on the employee's time card, the overtime hours worked will be compensated in pay at the overtime rate.
- (B) An employee will be allowed to use accrued and unused Comp Time Leave time off within a reasonable time after the employee requests to use such time off if the requested use of the time off does not unduly disrupt the operations of the City or the Department. This will be interpreted by the City, the LVFOP and the employees to mean: (1) Comp Time Leave may be taken only with the approval of the Department Head and only if the requested use of the time off does not unduly disrupt the operations of the City or the Department. (2) Comp Time Leave shall not be taken in increments of less than two hours. (3) Use of Comp Time Leave in increments of less than four hours must be approved at least forty-eight (48) hours in advance and may be taken only at the beginning or at the end of the employee's work day.
- (C) Comp Time Leave may not be accrued beyond a total of seventy-five (75) Comp Time Leave hours (i.e., the Comp Time Leave which would be awarded for 50 overtime hours worked). As long as an employee has seventy-five (75) hours of Comp Time Leave accrued and unused, overtime hours worked by the employee will be compensated in overtime pay.
- (D) An employee may request to be paid for accrued Comp Time Leave at any time, and payment will be made by the City on the next regular pay day that is at least seven calendar days after the

request is made. Whenever the City pays an employee for Comp Time Leave, payment will be at the employee's then current regular hourly rate of pay; provided, however, that when an employee's employment terminates, payment for accrued Comp Time Leave shall be made at the employee's final regular hourly rate of pay or the average regular hourly rate received by the employee during the last three years of employment, whichever rate is higher.

- (E) Whenever an employee uses any accrued Comp Time Leave, the use shall be reported by the employee on a *requested time off slip* in the category designated *Other With Pay* and "comp time leave" is to be noted by the employee under *Description*.
- (F) At the end of each fiscal year, any Comp Time Leave accrued but not used will be paid for by the City to the employee and the employee's accrued Comp Time Leave balance will be reduced to zero.
- (G) The Department Head may, by not later than the 5th day of any calendar month, request an employee to schedule with the scheduling Departmental authority the employee's use of a designated number of hours of accrued Comp Time Leave within a calendar month which begins after the date of the request (EXAMPLE: By January 5, the Department Head may request the employee to schedule use by the employee of X hours of accrued Comp Time Leave during the following month of February or during the following month of March, or so forth.) If the employee has not, within the two week period following the date of the request, arranged for the scheduling of the requested use of the Comp Time Leave, the Department Head may schedule the employee to use the Comp Time Leave as requested.

Section 8. Newly hired employees will be paid while attending the Nebraska Law Enforcement Training Center to obtain the certification required by Section 81-1414 of the Nebraska Revised Statutes. During such attendance, the City will pay the employee at one and one-half times the employee's contractual rate for hours worked in excess of eighty (80) during the City's work period of fourteen (14) consecutive calendar days. Only the time required to be spent in class or actual training sessions, shall be counted as hours worked for this purpose, and all other time while attending the Training Center shall not be considered hours worked.

Article 12 — Leave Provisions

Section 1. Sick Leave. Paid sick leave shall be earned by each full-time employee at the rate of ten (10) hours for each full month of service, with a maximum accumulation of 880.

- (A) Sick leave must be earned before it can be taken and advancing sick leave is prohibited. Subject to Section 3 of this Article, employees may utilize accumulated sick leave when unable to perform their work duties by reason of personal illness or bodily injury not otherwise compensated by the City or its insurers, or under circumstances in which the Chief of Police and/or City Administrator determines the health of other employees or the public would or may be endangered by attendance of the employee for duty. Accumulated sick leave may also be utilized to keep medical or dental appointments. It may also be utilized for a maximum of sixty (60) hours in each calendar year for illness in the immediate family of the employee; provided, for the purposes of this Section and Section 2, the definition of immediate family shall be limited to an employee's spouse, child, stepchild, parent, parent-in-law, brother, sister,

brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or legal dependent. In the event that the Personnel Manual establishes a broader definition of immediate family that applies in connection with sick leave benefits provided to non-police employees of the City under the Personnel Manual, that definition shall be applicable to this Section.

- (B) An employee shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount.
- (C) A regular full-time employee's unused sick leave shall be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within three years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee files with the City Clerk a written designation of his or her estate as beneficiary of such payment.
- (D) Leave Donations. A regular full-time employee within the bargaining unit will be allowed to donate hours of accrued but unused vacation leave to another regular full-time employee within the bargaining unit who has exhausted his/her paid leave accruals (including accrued but unused sick leave, vacation leave, comp time leave, and every other form of paid accrued leave) and who needs additional leave as a result of a medical emergency. For this purpose, "medical emergency" means injury to or illness of the recipient employee (or the spouse or a dependent child of the recipient employee) that requires the recipient employee to be absent from work and would result in loss of wage income by the recipient employee because the recipient employee has used all of his or her paid leave. Any such donation by an employee may be made only in increments of not less than eight (8) hours per donation. No recipient employee may receive or use more than a total of five hundred (500) hours of donated leave during any "rolling" 12-month period measured backward from the date the employee receives or uses any such donated leave. A donation of leave shall be irrevocable after it has been approved and the transfer has been recorded in the City's records. The amount of vacation leave so donated shall be credited to the recipient employee as accrued but unused sick leave. When the recipient employee uses the donated leave time, the time shall be paid to the recipient employee at the recipient employee's own rate of pay. If the donating employee and the recipient employee have different rates of pay at the time the donation is made, the donated leave time will be converted based on the recipient employee's pay rate, so that the dollar value of the donated leave time to the recipient employee remains the same as the dollar value it had to the donating employee prior to the donation. Donation of the vacation leave shall be accomplished by a form established and prepared by the City which shall be executed by the donating employee, indicating the donating employee's desire to donate a specified number of hours of earned but unused vacation leave to another specifically identified employee then eligible to receive the donation. The form shall be submitted by the donating employee to the Chief of Police, who shall sign off on the form and forward the form through channels to the payroll department for consideration of approval by the City administration.

Section 2. Funeral Leave. Each regular full-time employee who has satisfactorily completed his/her probationary period shall be eligible for paid leave for such time as may be necessary to attend the funeral of a member of the immediate family of the employee, not to exceed forty (40) hours.

Funeral leave shall not be granted for any other purpose, and shall not be accrued. Eligibility begins the day immediately following completion of the employee's probationary period.

Section 3. Disability Leave With Pay. If an employee incurs temporary total disability or permanent total disability due to an accident or other cause occurring while in the line of duty, the provisions of the Nebraska statutes as from time to time amended, including but not limited to the Nebraska Workers' Compensation Act and Neb. Rev. Stat. §§ 16-1011 and 16-1012, shall apply, as augmented by the following:

- (A) For purposes of this section, disability has the meaning set forth in Nebraska Revised Statute § 16-1011(1), which on the date of execution of this Agreement provides in part, "disability shall mean the complete inability of the police officer, for reasons of accident or other cause occurring while in the line of duty, to perform the duties of a police officer." Proof of disability for purposes of this section shall require a medical examination conducted by a competent, disinterested physician who is duly licensed to practice medicine and surgery in Nebraska and certification to the City by such physician that the employee is unable to perform the duties of a police officer.
- (B) In case of temporary disability of an employee received while in the line of duty, the City will pay the employee, during the continuance of the temporary disability for a period not to exceed twelve months, his or her regular pay based on the employee's normally scheduled duty hours ("Injured on Duty Pay"), subject to the provisions of this Section 3. Injured on Duty Pay shall not commence or shall cease, however, as the case may be, if it is ascertained by the City Council or other proper municipal authorities during such twelve-month period that such temporary disability has become permanent; in such event, the employee shall then become entitled to such disability benefits as may be provided by law. Further, the City shall have the right, at reasonable times, to require the disabled police officer to undergo a medical exam at the City's expense to determine the continuance of the disability claimed.
 - (1) (*Workers' Compensation Indemnity Benefits.*) Such Injured on Duty Pay to be paid by the City shall be reduced by all indemnity (wage replacement or partial wage replacement) benefit amounts paid to the employee under the Nebraska Workers' Compensation Act, which payments shall act as credits in favor of the City against such Injured on Duty Pay.
 - (2) (*Vacation Leave and Sick Leave.*) Injured on Duty Pay actually paid by the City shall be deducted from or offset against any paid vacation leave and paid sick leave the employee had earned but not used prior to the commencement of the temporary disability *unless* the temporary disability is determined to have resulted from an Excusable Occurrence. In any event, however, the employee will not earn additional paid vacation leave or paid sick leave during the period of the temporary disability. For purposes of this subdivision:
 - (a) Excusable Occurrence means an occurrence in which the employee's acts and/or omissions that contributed to the causing of the disability were in compliance and conformity with all applicable laws and all applicable rules, regulations and procedures of the Department and of the City, and were free from gross neglect, unjustified recklessness, or other culpable fault on the part of the employee.

- (b) The City Administrator, in such consultation with the Chief of Police and such other command officers of the Department as the City Administrator deems necessary or advisable, shall make the determination of whether the disability resulted from an Excusable Occurrence.
- (c) The City Administrator in his or her absolute discretion may designate in writing another individual (or group of individuals) to act in place of the City Administrator in making the determination of whether the temporary disability resulted from an Excusable Occurrence.
- (d) The determination of the City Administrator or of his or her designee(s) as to whether the temporary disability resulted from an Excusable Occurrence shall be final and binding and shall not be reviewable by any court, agency, or other individual or body.

The Injured on Duty Pay actually paid by the City shall be deducted from or offset, first, against any paid sick leave the employee had earned but not used prior to the commencement of the disability and, second, any amount of Injured on Duty Pay actually paid by the City that is not so deducted from or offset against paid sick leave shall be deducted from or offset against any paid vacation leave the employee had earned but not used prior to the commencement of the disability.

Section 4. Military Leave. The City will compensate employees absent from work to perform military service as provided in and limited by the Personnel Manual, Nebraska and Federal law. In any case in which the Personnel Manual, Nebraska law or Federal law requires the City to pay an employee respecting an absence due to military service, the calculation will be based upon the actual number of hours of City work and City pay actually missed by the employee on the actual days the employee was absent due to military service. The foregoing shall apply whether the employee's absence is for a "military leave of absence" requiring the City to pay the employee full pay for not to exceed one hundred twenty (120) hours in any one calendar year, or whether the employee's absence is for "state of emergency leave of absence" requiring the City to pay only the difference between the military pay actually earned and the City pay the employee would have earned had the employee not been absent. Cross reference: Neb. Rev. Stat. § 55-160. Military leave pay and state of emergency leave pay shall be in addition to any regular annual leave.

Example One: An employee misses 8 hours of City work and pay on a day the employee is called out on emergency National Guard blizzard duty. The City will pay the employee the difference between 8 hours of City pay and the military pay received for that day. Example Two: An employee misses 12 hours of City work and pay on a day that falls during the employee's two-week Army Reserve summer camp. The City will pay the employee 12 hours of City pay for that day.

Article 13 — Holidays, Personal Leave and Birthdays

Section 1. Holidays and when they are observed are as follows:

HOLIDAY	WHEN OBSERVED
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after the 4 th Thursday in November
Christmas Day	December 25

All regular full-time employees who have completed one full year of continuous employment in the Department shall be granted one (1) day (8 hours) of paid personal leave per year, provided, if a bargaining unit employee typically works a duty shift that is longer than eight (8) hours in duration at the time the employee takes the day of personal leave, the City shall pay the employee wages for the personal leave day that are equivalent to the employee's wages for the employee's typical duty shift of a longer number of hours, as such longer number of hours is certified by the Chief of Police on the employee's time card for the period in question. Personal leave shall not be accrued. Personal leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins the day immediately following completion of one full year of continuous employment in the Department.

All regular full-time employees with continuous employment of one (1) year or more in the Department shall be granted one (1) day (8 hours) paid leave for observance of their birthday as arranged at the mutual convenience of the respective employee and the Department, provided, if a bargaining unit employee typically works a duty shift that is longer than eight (8) hours in duration at the time the employee takes the day of birthday leave, the City shall pay the employee wages for the birthday leave day that are equivalent to the employee's wages for the employee's typical duty shift of a longer number of hours, as such longer number of hours is certified by the Chief of Police on the employee's time card for the period in question. Birthday leave shall not be accrued. Birthday leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins on the one (1) year anniversary of the appointment date for employees with continuous service. Eligibility for employees with non-continuous service of one (1) year begins when the total service time exceeds one (1) year.

Section 2. All regular full-time employees, except those who must work, shall receive holidays with pay for legal holidays observed by the City.

Section 3. All regular full-time employees who are required to work on the ten (10) fixed holidays observed by the City shall, in addition to the base pay for the hours actually worked on the holiday, be compensated at one and one half (1 1/2) times the base rate of pay for each hour actually worked on the holiday. If an observed holiday falls on an employee's regular day off so that the employee

does not work on such day, said employee shall be entitled, in addition to his normal base pay, to eight (8) hours holiday pay.

Section 4. The City Administrator may disallow holiday pay if an employee is requested to work on the holiday and does not comply with such requests.

Section 5. No employee will be paid for a holiday unless he/she has been receiving a form of compensation either in approved paid leave or in pay status on the scheduled working day immediately preceding and on the scheduled working day immediately following the holiday, unless the employee is granted special approval for pay for the holiday by the City Administrator.

Article 14 — Vacations

Section 1. The City agrees to have the Police Chief determine and post the policy regarding scheduling of vacations for bargaining unit employees. No changes may be made in such policy until the prior policy has been in effect for at least one (1) year.

Section 2. Vacation leave shall be taken with the approval of the Chief of Police.

Section 3. Vacation shall only be taken during such time that is not disrupting to the work schedule of the Department.

Section 4. After one full year of continuous employment in the Department, each eligible employee shall be entitled to use vacation leave earned as it is earned.

Section 5. Subject to Section 6 of this Article:

- (1) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's first one (1) year of continuous employment, which vacation may be taken after completion of the employee's first one (1) year of continuous employment. No paid vacation shall be deemed to have been earned nor may any paid vacation be taken until the employee actually completes one full year of continuous employment.
- (2) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's second year of continuous employment. This paid vacation is earned on a bi-weekly basis and may be taken as it is earned. (For example, the employee, who is entitled to earn 80 hours of paid vacation during the second year of continuous employment, earns 1/26th of 80 hours for each bi-weekly pay period completed during the second year of continuous employment.)
- (3) During each year of continuous employment after the second year of continuous employment, a full-time employee shall earn ten (10) days (80 hours) of paid vacation plus one (1) additional paid vacation day (8 hours) for each additional year of continuous employment; provided, the total amount of paid vacation earned in any one year shall not exceed two hundred and twenty hours (220). This paid vacation is also earned on a bi-weekly basis and may be taken as it is earned.

Vacation leave shall be used in increments of one (1) hour. Use of vacation in advance of earning it is prohibited.

Section 6. Vacation Cap. The maximum amount of paid vacation an employee may have earned but not taken at any point in time (the “Vacation Cap Amount”) is two hundred and twenty hours (220) hours.

When an employee’s earned but unused vacation reaches the Vacation Cap Amount, the employee shall earn no further paid vacation time until the employee uses some of the employee’s earned but unused vacation, at which time the employee will again begin to earn paid vacation and will continue to do so until the employee’s earned but unused vacation again reaches the Vacation Cap Amount.

Section 7. An observed holiday, as designated in Article 13, that falls during an employee’s vacation shall not be charged as vacation time.

Section 8. An employee who leaves the employment of the City shall be compensated for paid vacation leave earned but unused, to the extent of the Vacation Cap Amount specified in Section 6 of this Article.

Article 15 — Wages

Section 1. During the term of this Agreement and any extensions hereof, employees will be compensated in accordance with the hourly wage rates set forth in Appendix “B”, hereto (plus any longevity amount added thereto), together with any other amounts due to the employee under this Agreement.

Section 2. Investigator, Crime Prevention Officer, School Resource Officer and K-9 Officer. Police Officers assigned as Investigators, Crime Prevention Officer, School Resource Officer, and K-9 Officer on a permanent basis will receive an additional \$1.50 per hour for the duration of the assignment. This does not include short term assignments of ninety (90) calendar days or less.

Article 16 — Longevity Pay

Section 1. Full-time employees covered by this Agreement shall be entitled to a longevity allowance, as follows:

LENGTH OF SERVICE	LONGEVITY ALLOWANCE PER HOUR
Over 7 years	2.00%
Over 10 years	2.75%
Over 15 years	4.00%
Over 20 years	4.50%

Article 17 — Health, Dental and Life Insurance

Section 1.

- (A) Regular full-time employees of the City of La Vista, and their families, shall be entitled to be enrolled in the group life, health and dental insurance programs maintained by the City.
- (B) The City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single.
- (C) The City shall pay one hundred (100) percent of the premium for the twenty thousand dollar (\$20,000) life insurance policy provided each employee.
- (D) A general description of City's existing insurance benefit package is set forth in Appendix C.
- (E) Those employees electing not to participate in these coverages will receive no other form of compensation in lieu of this benefit, provided that prior to an employee being able to discontinue his/her health insurance benefit, said employee must provide the City with certificate or other evidence satisfactory to City that said employee, spouse and dependents (if applicable) have health insurance coverage from another source. If an employee is not able to provide said certification, the employee shall be required to maintain health insurance coverage through the City's Plan.

Section 2. The City shall be sole determiner of coverage under its life, health and dental insurance plans, but the City agrees to meet and confer with union representatives prior to City's agreement with the insurer for reduction of coverage or benefits.

Section 3. Any employee covered by this collective bargaining agreement that suffers an "in the line of duty" death, shall have their actual and reasonable funeral expenses paid by the City up to \$22,500.

Section 4. The City shall have the option to reopen Subsection 1(B) of this Article 17 for re-negotiation on October 1, 2015 (any such re-negotiated provision to be effective on and after October 1, 2015) – and/or to reopen such Subsection 1(B) on any October 1 thereafter (any such re-negotiated provision to be effective on and after such applicable October 1) – so long as the City provides not less than sixty (60) days written notice to the LVFOP of the City's desire to re-open such Subsection 1(B) for re-negotiation; provided, if the parties are unable to agree on revisions to such Subsection 1(B) upon any such reopening, then the provisions of such Subsection 1(B) shall remain in effect and both parties agree to waive and refrain from initiating any action in the Nebraska Commission of Industrial Relations regarding the matter.

Article 18 — Duty Shifts

Section 1. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and other break times, as the City may deem appropriate or necessary; provided, the LVFOP shall be given the opportunity to meet and confer on changes to the general structure of duty shifts, and the City shall provide seventy-two (72) hours notice prior to an individual employee's permanent reassignment from one duty shift to another. For temporary reassignment of shifts, the City shall provide a minimum of eight (8) hours notice. The City shall post within the Police Department the adopted shift lengths, beginning and ending times, and meal and other break times.

Section 2. Specialty Assignments. This Section applies to specialty assignments for which specialty pay is granted under this collective bargaining agreement. Any change in personnel holding a specialty assignment after the signing of this Amended Agreement (for 2007-2009) and any vacancy filled in a new specialty assignment after the signing of this Amended Agreement (for 2007-2009) will be accomplished through use of the following procedure:

- (A) To be eligible for such an assignment, a police officer must have a minimum of two years solo patrol service with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police (such as but not limited to SWAT). In addition, the officer must have achieved a rating of at least "Standard" on his/her last annual evaluation.
- (B) Whenever a specialty position opening or assignment is available or anticipated, it will be announced agency-wide. The position will be posted on the bulletin board at the direction of the Chief of Police and will remain posted for a minimum of ten (10) calendar days. The posting shall summarize or make reference to the principal required and desired qualifications for the position, including essential knowledge, skills and abilities, practical experience, specialized skills, formal education, law enforcement-related training and education, and the date by which applications for the position must be submitted.
- (C) An employee who is interested in the position and who meets the posted qualifications and criteria may apply for the position by submitting a memorandum to the Chief of Police, via the chain of command, describing his/her interest in the position and qualifications for the position. The Chief of Police will make the final selection and appointment or assignment based upon his or her determination of the needs and best interests of the Department.
- (D) The Chief of Police may utilize alternative selection processes for positions, such as SWAT, due to multi-agency involvements.

At his or her discretion, the Chief of Police may transfer or remove officers from specialty positions for poor performance or personal conflicts, or at the request of the officer, or on the recommendation of the Division Commander.

Article 19 — Educational Assistance Program

The City Educational Assistance Program is provided as an incentive for employees to further their educations and development. This incentive is provided through partial financial reimbursement. The course(s) must, in the City's determination, provide benefit to the City by furthering the employee's skills and/or knowledge in his/her present job or a future position within the same City Department. Participation in the program does not guarantee the employee a promotion and/or pay increase.

Section 1. Eligibility: Any non-probationary, full-time employee of the Police Department is eligible to participate in the program.

Section 2. Conditions of Payment: The Educational Assistance Program provides for reimbursement of tuition, registration and laboratory fees only for courses in the Criminal Justice/Law Enforcement and/or related fields that have been approved by the Police Chief and City Administrator prior to enrollment in the class and that have been successfully completed by the employee with a grade of "C" or better. The City reserves the right to require attendance at an alternate accredited institution or to reduce the amount of reimbursement to the amount that would be paid at an alternate accredited institution.

Such course must be taken through a university, college, junior college or technical/community college that has been accredited through a nationally recognized accrediting agency or association. All employees must take such course(s) through a university, college, junior college or technical/community college that has been accredited by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Employees must notify the Police Chief in writing prior to June 1st annually if they intend to take classes during the upcoming fiscal year. This notice is in addition to all other requirements of the Personnel Manual for participation in the Educational Assistance Program.

Courses in hobbies, crafts, recreation, physical development or other unrelated skills are not eligible for the Educational Assistance Program.

The maximum aggregate educational expense for all personnel of the City employed within its Police Department shall in no event exceed \$10,000 per fiscal year. In any fiscal year in which the aggregate qualified and approved requests of employees of the Police Department exceeds such \$10,000 maximum, an allocation of such maximum shall be established by the City Administrator based upon the ratio of such requests as between employees of the Police Department covered by this Agreement and those not covered hereby. The maximum reimbursement available to a single employee through the Educational Assistance Program shall be \$1,500 per fiscal year, and if the amount of funds available in the pool or allocated pool is insufficient to honor the requests of all requesting employees (up to such \$1,500 maximum limitation), the City Administrator shall prorate the available funds and reimburse employees in such amounts as the City Administrator determines to be fair and equitable. Any portion of any educational expense that, because of any funding limitation recited in this paragraph, is not reimbursed by the City in the fiscal year during which the expense was incurred by the employee – which shall be deemed to be the fiscal year in which the employee receives the final academic grade for the class or course involved – shall not qualify for reimbursement by the City in any subsequent fiscal year; *provided, however*, the limitation stated in

this sentence shall only apply with regard to educational expenses related to courses and classes in which the employee enrolls after August 7, 2003.

Section 3. The City shall pay an advanced educational incentive to all employees who have completed five (5) years of service with the Police Department as follows:

- \$0.18 per hour if the employee has obtained an Associate Degree from an accredited college as defined below; or
- \$0.29 per hour if the employee has obtained a Bachelors Degree from an accredited college or university as defined below; or
- \$0.35 per hour if the employee has obtained a Masters Degree in Criminal Justice or a related field as approved by the Chief of Police from an accredited college or university as defined below.

Employees who have acquired an advanced educational degree without the assistance of the Educational Assistance Program as defined in this Article 19 will be eligible to receive the advanced educational incentive after completing three (3) years of service with the Police Department.

In order to receive an advanced educational incentive, employees hired on or after October 1, 1997, must have obtained an Associate's Degree, a Bachelor's Degree, or a Master's degree from a school that has been accredited by an accrediting agency recognized by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Article 20 — Personnel Manual and Current Compensation Ordinance

Section 1. Except as stated in Sections 2 and 3 of Article 2 hereof, whenever there is a conflict in the specific and express terms of this Amended Agreement with the Current City Compensation Ordinance and/or the City's Personnel Manual, then:

- (A) The Current City Compensation Ordinance shall control over any inconsistent terms in the Personnel Manual.
- (B) The specific provisions of this Agreement shall control over any inconsistent terms in the Current City Compensation Ordinance or Personnel Manual.

No employee shall suffer any loss of wages, hours or working conditions by reason of the execution of this Amended Agreement, except as specifically set forth herein.

Article 21 — Field Officer Training Pay

Section 1. Employees assigned to train recruit police officers or sergeants in the Department's official Field Training Program shall receive, in addition to their regular pay, one (1) hour of "FTO Paid Leave Time" for each ten (10) hours of Field Training Officer Duty.

Earned "FTO Paid Leave Time" shall be credited to the employee at the conclusion of each field training phase. FTO Paid Leave Time shall not be accrued, and FTO Paid Leave Time not used within twelve months of its award shall be forfeited.

An employee assigned to Field Training Duty must be certified by the Department Head as a Field Trainer in the Department's official "Field Training Program" and must be assigned to the recruit or sergeant at some point during Field Training to be eligible for FTO Paid Leave Time. Sergeants shall not serve in an official Field Training Officer capacity for police officers.

Nothing in this Article shall prohibit or restrict the City from abolishing or revising its official "Field Training Program" whenever and however the City may deem it appropriate to do so.

Article 22 — Out of Class Pay

Section 1. After the legal execution of this agreement, a police officer assigned by the Chief of Police or his designee to work as the Police Officer in Charge (POIC) of a patrol shift in the absence of any patrol sergeant shall be compensated at the sergeant's rate of pay in step D for such hours worked. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends. It is not the intent of the City to circumvent or avoid the normal promotion process and the City will not use such temporary assignments for this purpose.

Section 2. To be eligible for the POIC assignment, a police officer must be assigned to the Uniform Patrol Bureau and have a minimum of three years experience with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police. In addition, the officer must have achieved a rating of at least "Meets Expectations" on his/her last annual evaluation.

Article 23 — Safety Committee

Section 1. In accordance with Sections 48-443 through 48-445 of Nebraska Revised Statutes, the City has appointed a Safety Committee consisting of management and non-management personnel. The duties of said committee shall be in accordance with said Statutes and applicable rules and regulations as may be validly adopted and amended by the Nebraska Department of Labor. Representation of non-management police personnel shall be solicited from the LVFOP.

Article 24 — Drug Testing Policy

Section 1. Employees shall be covered by and subject to City's Drug Testing Policy as adopted by City Council Resolution No. 94-019 adopted April 5, 1994, and amended by City Council Resolution No. 96-077, adopted September 17, 1996, the specific terms of which are set forth in Section 14 of the Personnel Rules and Regulations of the City of La Vista. Prior to implementation of any amendments to such policy that have particular application to employees represented by the LVFOP, City shall advise the LVFOP of such amendment and shall, upon request by the LVFOP, meet and confer with the LVFOP as regards such amendment and its implementation as to employees represented by the LVFOP.

Article 25 — Savings Clause

Section 1. If any provision of this Agreement shall be declared by proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement not affected by such declaration shall remain in full force and effect for the duration of this Agreement.

Article 26 — Transition Provisions and Duration of Agreement

Section 1. Except as otherwise provided in this Agreement, the provisions of this Amended Agreement shall take effect on October 1, 2014, and shall remain in full force and effect until September 30, 2018.

Section 2. This Agreement shall not be of any legal force or effect until signed by the Mayor of the City of La Vista and a representative of the LVFOP. Both the City and LVFOP have negotiated this Agreement and made concessions in good faith in the course of such negotiations, in material reliance upon the agreements reached in this Agreement.

Section 3. This Agreement shall automatically renew from year to year unless either party shall notify the other party in writing, not later than the first day of the month of May immediately preceding the beginning of the City's fiscal year with respect to which any modification of this Agreement is desired, that such party desires to modify this Agreement or any portion thereof. The City shall have no obligation to negotiate any successor agreement hereto unless the LVFOP certifies to the City in writing, as part of the above notification and no later than May 1 in the year the contract expires, that the majority of the bargaining unit members continue to desire to be represented by the LVFOP for collective bargaining purposes. In the event the LVFOP so certifies, it shall maintain such records as will enable it to document such desire by a majority of the bargaining unit members.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2014.

City of La Vista, Nebraska, a municipal corporation

Witness

By _____
Douglas Kindig, Mayor

La Vista Fraternal Order of Police Lodge No. 28

Witness

By _____
John Danderand, President

APPENDIX A — Authorization for Payroll Deduction

BY: _____
(Please print last name, first name, and middle initial)

Classification: _____ Social Security No. _____

TO THE CITY OF LA VISTA, NEBRASKA:

Effective the _____ day of _____, 20____, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of my current monthly dues to La Vista Fraternal Order of Police Lodge No. 28, as certified by such Association. The amount deducted shall be paid to whomever the La Vista Fraternal Order of Police Lodge No. 28 shall have designated to the City. This authorization shall remain effective unless terminated by me by written notice to the City, which notice I understand must be given by me at least two (2) weeks prior to the payroll date upon which it is to take effect. I further understand and agree that the City may make such withholdings and remit them to the Association on a monthly or bi-weekly basis, at the City's option.

Signature

Address

City _____ State _____ Zip _____

Date: _____

APPENDIX B

2014-2015: The following hourly rates of pay shall apply during the period October 1, 2014 through September 30, 2015:

Title	A	B	C	D	E	F
Police Officer	\$22.39	\$23.90	\$26.26	\$27.80	\$30.34	\$31.92
Sergeant				\$34.15	\$35.57	\$37.82

2015-2016: The following hourly rates of pay shall apply during the period October 1, 2015 through September 30, 2016:

Title	A	B	C	D	E	F
Police Officer	\$22.95	\$24.50	\$26.92	\$28.50	\$31.10	\$32.72
Sergeant				\$35.00	\$36.46	\$38.77

2016-2017: The following hourly rates of pay shall apply during the period October 1, 2016 through September 30, 2017:

Title	A	B	C	D	E	F
Police Officer	\$23.58	\$25.17	\$27.66	\$29.28	\$31.96	\$33.62
Sergeant				\$35.96	\$37.46	\$39.84

2017-2018: The following hourly rates of pay shall apply during the period October 1, 2017 through September 30, 2018:

Title	A	B	C	D	E	F
Police Officer	\$24.46	\$26.11	\$28.70	\$30.38	\$33.16	\$34.88
Sergeant				\$37.31	\$38.86	\$41.33

APPENDIX C

Effective Date: January 1, 2014

General description of City's existing insurance benefit package:

Comprehensive Major Medical:

	PPO	Non-PPO
Deductible (calendar year)		
Per person	\$1,000	\$2,000
Per family	\$2,000	\$4,000
Dependent Definition		Birth to age 26
Physician Charges		
Office Visits	\$30 Copay	Deductible/50%
X-Ray and laboratory (when billed w/office visit)	No Copay	Deductible/50%
Preventative Exams	Paid 100%	Deductible/50%
Medical & Surgical	Deductible/20%	Deductible/50%
Emergency Care		
Hospital Emergency Room	\$150 Copay then 20%	
Urgent Care Center	\$75 Copay	Deductible/50%
Ambulance		Deductible then 20%
Prior Authorization		Mandatory – if not obtained, benefits may be reduced or denied
Lifetime Maximum		Unlimited

Comprehensive Dental:

	PPO	Non-PPO
Calendar Year Deductible		
Preventive	\$ 0	\$ 0
Basic	\$25	\$25
Major	\$25	\$25
Orthodontia	\$ 0	\$ 0
Coinsurance		
Preventive	100%	100%
Basic	90%	80%
Major	60%	50%
Orthodontia	60%	50%
Family Limit	3 Times	3 Times

Maximum Benefits – Per person/calendar year - \$1,000

Maximum Orthodontia Benefits – Lifetime per person - \$1,000

Life Insurance: Regular full time employees receive a \$20,000 life insurance benefit with an additional \$20,000 accidental death and dismemberment benefit.

Long Term Disability: Regular full time employees receive a long term disability benefit that provides 60% of monthly income (maximum \$5,000/month) after 90 days for qualifying events.

LETTER OF AGREEMENT ON THE DISTRIBUTION OF ACCRUED BUT UNUSED
SICK LEAVE BETWEEN THE CITY OF LA VISTA, NEBRASKA AND THE
FRATERNAL ORDER OF POLICE, LODGE NO. 28

This will confirm that for the duration of the Amended Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska (i.e., from the date of execution of this letter by the parties through September 30, 2018), Section 7.21 of the Personnel Manual, as it applies to employees within the bargaining unit covered by such agreement, will be interpreted as follows:

- (1) The "sick leave conversion" provision of Article 12, Subsection 1(B) of such agreement – which states, "An employee shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount." – shall apply regarding all bargaining unit employees.
- (2) A bargaining unit employee who began his/her employment with the City before January 1, 2005 will be eligible for payment of not more than 880 hours of accrued but unused sick leave on separation from employment in accordance with and under the limitations stated in Subsection 7.21(1) of the Personnel Manual.
- (3) A bargaining unit employee who began his/her employment with the City on or after January 1, 2005 will be eligible for payment of his/her accrued but unused sick leave on separation from employment in accordance with and under the limitations described in Subsection 7.21(2) of the Personnel Manual, including the "sliding schedule" described in that subsection.

SO AGREED,

John Danderand, President, FOP Lodge 28

Date: _____

Brenda Gunn, City Administrator,
City of La Vista, Nebraska

Date: _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA

Subject:	Type:	Submitted By:
UNITED CITIES OF SARPY COUNTY — INTERLOCAL & LOBBYING AGREEMENT(S)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

Resolutions have been prepared to approve an Interlocal Cooperation Agreement with the cities of Gretna, Papillion and Springfield to jointly hire a lobbyist and to authorize the execution of a lobbying agreement with Kissel/E&S L.L.C. for lobbying services.

FISCAL IMPACT

The cost for La Vista's participation will be:

- FY15 — \$9,875 (*no change from current FY14*)
- FY16 — \$10,218.75
- FY17 — \$10,575

RECOMMENDATION

Approval.

BACKGROUND

As a participant in the United Cities of Sarpy County, the City's recommended budget includes funding for a lobbyist. Our collaboration with the other cities has been successful as it has allowed us to pursue issues of common interest and stay informed during the session regarding any emerging initiatives or issues that could impact our municipalities.

The mayors of the United Cities have determined that much of the success has been related to our lobbyist and as a result, they are recommending a three year contract with Joe Kohout from Kissel/E&S L.L.C. to continue to represent the cities. The contract for year one is \$39,500 (*no increase*), with a 3.5% increase for year two and a 3.5% increase in year three. Each jurisdiction will be responsible for one-fourth (1/4) of the total.

The need to be informed and proactive on legislative issues remains a priority of the Mayor and Council and is included in the City's Strategic Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITIES OF GRETNNA, PAPILLION AND SPRINGFIELD TO JOINTLY HIRE A LOBBYIST TO LOBBY ON BEHALF OF THE PARTIES IN THE NEBRASKA LEGISLATURE.

WHEREAS, the cities of Gretna, La Vista, Papillion and Springfield desire to promote the common legislative interest of the four cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the parameters of such arrangement have been outlined in the interlocal agreement.

NOW THEREFORE, BE IT RESOLVED, that the Interlocal Cooperation Agreement with the cities of Gretna, Papillion and Springfield to jointly hire a lobbyist to lobby on behalf of the parties in the Nebraska Legislature, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
GRETNA, LA VISTA, PAPILLION AND SPRINGFIELD

WHEREAS, the Cities of Gretna, La Vista, Papillion and Springfield Municipal Governmental Entities desire to enter this agreement as authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 (Reissue 1997), et seq., which provides that two or more public entities may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authorities; and

WHEREAS, pursuant to Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq., (Reissue 1997), the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereto to 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 of the four communities; and

WHEREAS, the four cities which are a party to this Agreement desire to provide for a joint lobbyist to lobby on behalf of the parties to this Agreement in the Nebraska Legislature; and

WHEREAS, the cities which are a party to this Agreement will be known jointly for purposes of lobbying as "United Cities of Sarpy County"; and

WHEREAS, the purpose of this Interlocal Agreement is to promote the common legislative interest of the four cities which make up the "United Cities of Sarpy County".

NOW, THEREFORE, it is agreed by and between the parties, pursuant to Neb. Rev. Stat. §13-807 (1997), as follows:

1. The parties enter this Agreement to provide for a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation.
2. The cost for procuring and paying for a lobbyist shall be shared in four equal parts between the parties hereto.
3. A committee consisting of the four cities which are a party to this Agreement, with the mayor of each city being a voting member on the committee, shall seek out, interview and retain a lobbyist on behalf of the United Cities of Sarpy County and the committee shall formally determine and direct the legislative priorities of the United Cities of Sarpy County. A staff member from one of the jurisdictions shall be determined annually to serve as a single point of contact for the exchange of information between lobbyist and UCSC members.

During the legislative session timely communication is essential. Therefore, if there is no objection received within 12 hours of a communication, assent will be assumed (18 hours if notification after 4:00PM). Any agreement entered into for lobbyist services pursuant to this Agreement shall be executed by the Mayor and City Clerk of each of the four cities to this Agreement, unless otherwise agreed by the committee. The term of any such agreement for lobbying services shall not exceed thirty-six months; provided, however, that an agreement may provide for one or more options to renew at the end of the initial or any subsequent term for an additional twelve month term.

4. The mayor of each of the four cities may appoint a designee to represent his or her interest on the committee with the right to cast a vote the same as if the mayor was personally present. A City Attorney may represent their clients at the meeting as long as there is no adverse conflict with one of the other jurisdictions.

5. The retention of a lobbyist and any direction given to the lobbyist whether to develop, propose, support, oppose or remain neutral on legislation shall require the unanimous vote of all four cities. A material change to the initial legislative position of the UCSC shall be brought back for reconsideration at the request of two (2) member cities or upon recommendation of the Lobbyist. Reconsideration of original position to develop, propose, support, oppose or remain neutral on legislation shall require unanimous consent. Carryover legislation from the prior year will require reconsideration automatically. The remaining business affairs of the United Cities shall require a simple majority vote. Each mayor shall be responsible for periodically updating the mayor's respective city council of significant legislation, measures or other developments arising under this Agreement.

6. Term of Agreement. The term of this Agreement shall be for a period as determined by the unanimous vote of the four cities; provided, however, that in all events, the remaining term under this Agreement shall not at any time be shorter than the remaining term of any agreement for lobbying services from time to time in effect under this Agreement.

7. Any of the parties to this Agreement may withdraw from this Agreement by a resolution passed by the party's governing body and upon giving 90 days written notice to the mayors of the other four cities.

8. Reentry. A City that has withdrawn from the Interlocal Cooperation Agreement in accordance with the procedure set forth in Section 7 may request reentry. A request for reentry shall be submitted in writing and will be considered by the members during an evaluation period of two (2) years and subject to the following terms:

a. Resolution of Support and Commitment approved by the Governing Body of the requesting City;

b. Payment of Monetary Penalty. Payment to members for lobbying expenses incurred during the requesting city's period of absence shall be negotiated and paid equally to member cities.

c. Regular meeting attendance and dependable participation in lobbying functions and other initiatives by Mayor and City Administrator.

d. During the evaluation period the requesting City shall have an equal vote but will not have the ability to exercise veto power.

e. Unanimous consent of current members following evaluation period.

Following satisfactory completion of the aforementioned requirements an amendment to the Interlocal Agreement will be presented to each City for consideration and approval by the respective governing bodies.

9. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no other written or oral promises, contracts, or warrants which may affect it, except as contained herein. This Agreement cannot be amended except by a written amendment adopted by the governing body and executed by the mayor of each of the parties hereto.

9. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1997), the parties hereby acknowledge, stipulate and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

10. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member or employee, or no member of their governing bodies, and no other public official of parties who exercise any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of any parties' obligations pursuant to this Agreement shall exercise or perform any function, responsibility or obligation which affects his or her personal interests, or any partnership or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal, void or in conflict with any law of this State or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, condition or provision held to be illegal and/or invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective this _____ day of _____, 2014

CITY OF GRETNA, NEBRASKA

Mayor

Date

Attest:

City Clerk

CITY OF LA VISTA, NEBRASKA

Mayor

Date

Attest:

City Clerk

CITY OF PAPILLION, NEBRASKA

Mayor

Date

Attest:

City Clerk

CITY OF SPRINGFIELD, NEBRASKA

Mayor

Date

Attest:

City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A LOBBYING AGREEMENT BETWEEN THE UNITED CITIES OF SARPY COUNTY AND KISSEL/E&S, L.L.C. FOR LOBBYING SERVICES BEFORE THE NEBRASKA STATE LEGISLATURE AND GOVERNOR.

WHEREAS, the cities of Gretna, La Vista, Papillion and Springfield (UNITED CITIES OF SARPY COUNTY) desire to promote the common legislative interest of the four cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the Mayor and City Council have identified the need for a lobbyist as a strategic initiative and did appropriate funds in the FY15 municipal budget for the hiring of a lobbyist; and

WHEREAS, the mayors of the United Cities of Sarpy County have recommended Joe Kohout with Kissel/E&S L.L.C. to continue serve as their joint lobbyist.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute a lobbying agreement between the United Cities of Sarpy County and Kissel/E&S L.L.C. for lobbying services before the Nebraska State Legislature and Governor.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LOBBYING AGREEMENT

THIS AGREEMENT is entered into by and between,

THE City of Gretna, City of La Vista, City of Papillion and City of Springfield ("UNITED CITIES OF SARPY COUNTY"), pursuant to, an Interlocal Agreement dated _____ and entered into under the Interlocal Corporation Act of the State of Nebraska, (together hereinafter "Client")

and

KISSEL/E&S ASSOCIATES L.L.C. (hereinafter "Firm" or "lobbyist").

WHEREAS, the Client is interested in securing the professional services of the Firm, specifically including the services of JOSEPH D. KOHOUT ("Principal Lobbyist"), to provide lobbying services before the Nebraska State Legislature and Governor, in order that the Client's interests and concerns can be best attended, represented and advanced before the Legislature and Governor, and in legislation that is proposed and/or adopted; and,

WHEREAS, it is the purpose of this Agreement to delineate the terms and conditions, including compensation, related to the retention of the services of the Firm in that capacity.

NOW, THEREFORE, in consideration of these premises, it is agreed by and between the parties as follows:

1. Duties: The Firm shall be responsible for monitoring, proposing and advocating on behalf of Client with respect to legislative activity during this Agreement, as such activity may impact or otherwise affect, directly or indirectly, the interests of the Client. In that regard, the Firm shall be responsible for familiarizing itself with the operations and circumstances of the Client to the extent necessary, including legal and political factors and considerations; provided, however, that the Client shall fully cooperate with the Firm in that endeavor. For purposes of this section, proposing shall mean working with the Client and in conjunction with a member of the Legislature for the purposes of introducing legislation during either a regular or special session of the Nebraska Legislature.

Except for additional services specified herein, lobbying services shall include those services ordinarily provided by a professional lobbyist representing the legislative interests of a coalition of cities and shall specifically include but not be limited to regular reports (and special reports advisable under the circumstances) to a person designated by the Client on all matters affected hereunder.

The Firm shall appoint a place or person of contact by which the Firm may be contacted at all times when the Legislature is in session.

The Client shall appoint a place or person of contact by which the Client may be contacted at all times when the Legislature is in session.

The Firm shall supply copies of all bills or other materials on any matters of potential interest or impact to the Client within twenty-four (24) hours following their availability.

The Firm shall provide regular written reports (and special reports advisable under the circumstances) to the Client on any bill or other matter of potential interest or impact to the Client that is introduced before the Legislature or which may otherwise be a subject of discussion by the Legislature, including progress reports on the advancement thereof.

The Firm shall be responsible for the preparation of a legislative package for the current Legislative Session in accordance with the direction of the Client.

The Firm shall be responsible for initiating, drafting, coordinating and/or advocating the introduction and/or and passage of legislation for Client.

The Firm shall be responsive and address matters raised by the Client within specified timeframes, and provide professional counsel and advice to the Client concerning any matter recommended, proposed or actually before the Legislature that may affect the interests of the Client and such other services as are reasonably necessary to properly represent the Client's interests. It is specifically agreed that the Firm shall provide all time and effort and resources reasonably necessary in order to effectively meet the concerns and interests of the Client.

It is further understood and agreed that in performance of its responsibilities hereunder, the status of the Firm shall be that of an independent contractor. The Firm shall be free to act in accordance with its own judgment and discretion; provided, however, that the Firm shall have no authority to bind or act on behalf of the Client except as specifically approved in advance by the Client. It is specifically agreed that no person employed by the Firm for related or incidental services shall be construed to be an employee or agent of the Client. Responsibility therefor shall be that of the Firm, including responsibility for any errors, actions or omissions thereof. Performance of its responsibilities hereunder shall be in strict compliance with all applicable state, federal and local laws, rules and regulations, as well as applicable ethical requirements.

The Firm will prepare and submit in a timely manner any filings and pay any related fees or other amounts from time to time required of Firm arising out of or resulting from the services provided hereunder. The Firm also will notify Client sufficiently in advance and prepare a draft of any filings periodically required of Client during this Agreement.

2. Term: Unless terminated for cause, this Agreement shall be in full force and effect commencing October 1, 2014 through September 30, 2017 ("Term"). Client shall have the option to renew this Agreement at the end of the Term, and at the end of any subsequent term thereafter, for one or more additional twelve month terms, on the terms and conditions set forth herein, upon notice to Firm ninety days before expiration of the Term or any subsequent term; provided, however, that Firm shall have the option to reject Client's renewal of this Agreement upon written notice to Client within fifteen days after receiving Client's notice of renewal. This Agreement may be terminated before the end of the Term or any subsequent term upon mutual written Agreement of the parties; or by the Client if Client determines that there is "cause" for termination. For the purpose of the Agreement, "cause" shall include, without limitation, the Firm's or Principal Lobbyist's failure, refusal or neglect to perform any duty required hereunder, negligence or alleged criminal misconduct.

3. Compensation and Expenses: The Client agrees to pay the Firm as compensation for all services, hereunder, the sum of Thirty-nine Thousand, Five Hundred Dollars (\$39,500) during the first twelve (12) months of the term. For the twelve (12) months beginning October 1, 2015 and ending September 30, 2016, Client agrees to pay the firm as compensation for all services, hereunder, the sum of Forty Thousand, Eight Hundred Seventy-five Dollars (\$40,875). For the twelve (12) months beginning October 1, 2016 and

ending September 30, 2017, Client agrees to pay the firm as compensation for all services, hereunder, the sum of Forty-two Thousand, Three Hundred Dollars (\$42,300).

On October 1 of each year that this agreement is in force, or as soon thereafter as is possible, Firm shall invoice Client for total compensation, and this sum shall be due and payable within thirty (30) days of receipt of said invoice. Firm shall deposit and hold the sum in a separate interest bearing client trust account and shall, on the last working day of each month, draw against the total amount on hand in said account a sum equal to Three Thousand Dollars (\$3,291.66) for professional services provided during the first twelve (12) months of the term. During the second twelve (12) months of the term, Firm shall draw against the total amount on hand in said account an amount equal to Three Thousand, One Hundred Fifty Dollars (\$3,406.25) for professional services. During the third twelve (12) months of the term, Firm shall draw against the total amount on hand in said account an amount equal to Three Thousand, Two Hundred Ninety-one and 66/100ths Dollars (\$3,525.00) for professional services. Interest earned on Client amounts held in said account will be paid to Client at the end of the Term, unless otherwise requested by Client. Any balance remaining in said account to the credit of Client upon termination of this Agreement shall be returned to Client.

The Firm shall provide a copy of the firm's trust card or similar statement at the end of each month detailing the date on which a withdrawal occurred which is detailed in the paragraph above and the amount of Client's funds on hand in the account.

4. Captions: Captions used in this contract are for convenience and are not used in the construction of this contract.

5. Applicable Law: Except to the extent preempted by federal law, Nebraska law shall govern the terms and performance of this contract. The parties agree to submit and not object to personal jurisdiction of any state court of or located in Sarpy County, Nebraska, and that personal jurisdiction of and in any such court shall be proper, convenient and not objectionable.

6. Interest of the Lobbyist: Lobbyist covenants that he presently has no interests and shall not knowingly acquire any interest, direct or indirect that would conflict in any manner or degree with performance of services required under this contract. Lobbyist will notify the client of lobbyists's intent to represent clients relevant to the fields of interest to the client. This said notification should allow the client and lobbyist to determine potential conflicts. Client recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time an issue of legislative concern may affect more than one of Lobbyist's clients. Client and Lobbyist further recognize that the legislative interests of the United Cities of Sarpy County and the other clients of Lobbyist may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by the Lobbyist and will be resolved in the following manner: 1) An attempt will be made to resolve or compromise the conflict between clients; 2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; 3) If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise of the conflicting points of view, Contractor shall continue to represent, on the conflicting issue, only the legislative interests of the client which has had the Contractor for the longest period of time. In this circumstance, Client agrees that it will not object in any manner to this continued representation.

Notwithstanding anything in this paragraph or elsewhere in this Agreement to the contrary, if at any time Client perceives in its sole discretion that Firm may not be able to impartially continue performing lobbying services for Client, Client shall have the option to terminate this Agreement with ten days written notice to the Firm. In that case, Firm shall pay Client the balance of Client funds remaining in the client trust account at the time and cooperate in transitioning representation of Client to another lobbyist selected by Client. Firm agrees

to maintain during and after this Agreement the confidentiality of all Client communications and information obtained pursuant to its representation of Client and to use the same for the sole benefit of Client.

7. Modifications: This contract contains the entire agreement of the parties. No representations were made or relied upon by either party, and there is no other agreement or understanding, other than as expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in a written amendment executed by each party.

8. Assignment: Personal lobbying of members of the legislative or executive branches or their offices shall be performed by the Principal Lobbyist unless otherwise agreed by the Client. Other lobbying services shall be provided under the direction and control of the Principal Lobbyist by such members or employees of the Firm as the Principal Lobbyist designates. The Firm may not assign any right under this contract without the express prior written consent of the Client.

9. Strict Compliance: All provisions of this contract and any document that shall be attached hereto by the parties and incorporated herein by specific reference shall be strictly complied with as written.

10. Authorized Representative: In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process during the term of this contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representative of the parties:

(1) The United Cities of Sarpy County
Brenda Sedlacek Gunn
City Administrator
La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska 68128

(2) Kissel/E&S Associates L.L.C.
Joseph D. Kohout
301 S. 13th Street, Suite 400
Lincoln, Nebraska 68508

11. Insurance. Firm shall obtain and maintain during this Agreement such insurance in such amounts and providing such coverages as Client from time to time requires, issued by an insurer acceptable to Client that is authorized to do business in the State of Nebraska, and naming the Client (and each of the municipalities comprising Client) as an additional named insured.

12. Remedies. Any remedies specified herein for breach of this Agreement shall be cumulative and available to and exercisable by the parties along with all other remedies at law or in equity, including, but not limited to, injunction and specific performance. The municipalities comprising the Client will have the authority to jointly enforce this Agreement pursuant to the Interlocal Agreement, or to severally enforce this Agreement.

13. Client Action. Except as otherwise provided herein, Client action under this Agreement shall require such approval and be taken in the manner provided in the Interlocal Agreement.

EXECUTED this ____ day of _____, 2014.

CITY OF GRETNA, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF LA VISTA, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF PAPILLION, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF SPRINGFIELD, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

KISSEL/E&S ASSOCIATES L.L.C.

By: _____
Joseph D. Kohout

By: _____
Gordon E. Kissel, Managing Partner

Witnessed by: _____

ITEM H

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE SINGLE AXLE DUMP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2015 International 7300 SFA 4x2 Dump Truck from Cornhusker International Trucks, Inc., Omaha, Nebraska for an amount not to exceed \$171,110.82.

FISCAL IMPACT

The FY 15 General Fund Street Operating Budget provides funding for the proposed purchase through a multi-year loan/lease.

RECOMMENDATION

Approval

BACKGROUND

The truck purchase is being made off a current Omaha/Douglas County contract #13-II. Delivery time for the new truck is 120 days. The purchase includes a new snow plow, wing plow and sander for winter operations. The truck carries a standard 1-year bumper to bumper warranty and 3-year power train warranty.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2015 INTERNATIONAL 7300 SFA 4X2 DUMP TRUCK FROM CORNHUSKER INTERNATIONAL TRUCKS, INC., OMAHA NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$171,110.82.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a single axle dump truck is necessary, and

WHEREAS, the FY 15 General Fund budget provides funding for the proposed purchase, and

WHEREAS, the truck will be purchased through a multi-year loan/lease; 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 one (1) 2015 International 7300 SFA 4x2 dump truck from Cornhusker International Trucks, Inc., Omaha, Nebraska for an amount not to exceed \$171,110.82.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



7300 SFA 4x2

Sales Proposal For:
City of LaVista

Presented By:
CORNHUSKER INTERNATIONAL TRUCKS, INC

Prepared For:

City of LaVista
 Greg Goldman
 9900 Cornhusker Rd.
 La Vista, NE 68128-3087
 (402)331 - 8927
 Reference ID: N/A

Presented By:

CORNHUSKER INTERNATIONAL TRUCKS, INC
 Rob Roane
 4502 S. 110th Street
 Omaha NE 68137 -
 (402)331-8801

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2015 7300 SFA 4X2 (SA515)

APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 39000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 36.57% / 1.81% @ 55 MPH Calc. Geared Speed: 72.7 MPH
FUEL ECONOMY:	8.02 MPG @ 55 MPH
DIMENSION:	Wheelbase: 177.00, CA: 102.00, Axle to Frame: 61.00
ENGINE, DIESEL:	{MaxxForce DT} EPA 10, 260 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 12R22.5 G661 HSA (GOODYEAR) 484 rev/mile, load range H, 16 ply
TIRE, REAR:	(4) 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range H, 16 ply
SUSPENSION, REAR, AIR, SINGLE:	{Hendrickson PRIMAAX EX} 23,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers
PAINT:	Cab schematic 100GM Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications**
2015 7300 SFA 4X2 (SA515)**September 08, 2014**

Code	Description	E/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
SA51500	Base Chassis, Model 7300 SFA 4X2 with 177.00 Wheelbase, 102.00 CA, and 61.00 Axle to Frame.	6616/3664	10280	\$81,441.00
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	128/312	440	\$983.00
1LLA	BUMPER, FRONT Steel, Swept Back	0/0	0	\$0.00
Includes				
	: BUMPER, FRONT Powder Coated Gray (Argent) Color			
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	140/-35	105	\$790.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0	\$0.00
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	58/0	58	\$207.00
Notes				
	: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.			
3ADD	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers	37/0	37	\$379.00
Includes				
	: SPRING PINS Rubber Bushings, Maintenance-Free			
Notes				
	: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	\$0.00
Includes				
	: BRAKE LINES Color and Size Coded Nylon			
	: DRAIN VALVE Twist-Type			
	: DUST SHIELDS, FRONT BRAKE			
	: DUST SHIELDS, REAR BRAKE			
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster			
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel			
	: PARKING BRAKE VALVE For Truck			
	: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4			
	: SLACK ADJUSTERS, FRONT Automatic			
	: SLACK ADJUSTERS, REAR Automatic			
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4			
Notes				
	: Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.			
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	0/0	0	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
<u>Includes</u>				
: DRAIN VALVE Mounted in Wet Tank				
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0	\$0.00
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater	11/7	18	\$450.00
<u>Includes</u>				
: AIR DRYER LOCATION Inside Left Rail, Back of Cab				
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	0/0	0	\$0.00
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	0/0	0	\$0.00
<u>Includes</u>				
: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.				
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	0/0	0	\$265.00
<u>Notes</u>				
: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.				
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0	\$0.00
<u>Notes</u>				
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.				
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	0/0	0	\$0.00
5708	STEERING COLUMN Tilting	0/0	0	\$125.00
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0	\$0.00
5PSA	STEERING GEAR {Sheppard M-100} Power	0/0	0	\$0.00
7BEJ	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard	5/-18	-13	\$738.00
<u>Includes</u>				
: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)				
: MUFFLER/TAIL PIPE GUARD Non-Bright Finish				
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00
<u>Includes</u>				
: BATTERY BOX Steel with Plastic Lid				
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab				

<u>Code</u>	<u>Description</u>	<u>P/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
	: FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered			
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1	\$18.00
8875	BATTERY TERMINALS Sealed	2/0	2	\$51.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	0/0	0	\$0.00
8HAA	BODY BUILDER WIRING To Rear of Frame, With Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	2/0	2	\$159.00
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12- Volt 1850CCA Total	5/1	6	\$56.00
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1	\$68.00
8RME	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, With CD Player	1/0	1	\$474.00
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2	\$158.00
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon LED Multi-Function Lamp} Mounted Outside Rails	-3/14	11	\$178.00
8VAY	HORN, ELECTRIC Disc Style	0/0	0	\$0.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0	\$94.00
8WML	HEADLIGHTS Long Life Halogen; for Two Light System	0/0	0	\$22.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0	\$70.00

INTERNATIONAL®**Vehicle Specifications
2016 7300 SFA 4X2 (SA616)****September 08, 2014**

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0	\$0.00
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0	\$99.00
9585	FENDER EXTENSIONS Rubber	6/0	6	\$104.00
9HBM	GRILLE Stationary, Chrome	0/0	0	\$0.00
9WAC	BUG SCREEN Front End; Mounted Behind Grille	5/0	5	\$131.00
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	0/0	0	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	\$0.00
Includes				
	: PAINT SCHEMATIC ID LETTERS "GM"			
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	-63/-12	-75	\$0.00
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10	\$353.00
12NUP	ENGINE, DIESEL {MaxxForce DT} EPA 10, 260 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed, 260 Peak HP (Max)	53/1	54	\$2,147.00
Includes				
	: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)			
	: ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce and Navistar Engines			
	: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control			
	: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel			
	: ENGINE OIL DRAIN PLUG Magnetic			
	: ENGINE SHUTDOWN Electric, Key Operated			
	: FUEL FILTER Included with Fuel/Water Separator			
	: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted			
	: GOVERNOR Electronic			
	: OIL FILTER, ENGINE Spin-On Type			
	: WET TYPE CYLINDER SLEEVES			
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	9/0	9	\$274.00
Includes				
	: FAN Nylon			

INTERNATIONAL®**Vehicle Specifications
2016 7300 SFA 4X2 (SA615)****September 08, 2014**

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
12UAR	RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and 342 SqIn Low Temperature Radiator and With Transmission Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	0/0	0	\$310.00
12UNK	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; MaxxForce DT Engines	0/0	0	\$0.00
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	2/0	2	\$157.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0	\$0.00
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines	0/0	0	\$45.00
12WTH	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt; With "Y" Cord From Socket in Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door <u>Notes</u> : MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.	4/0	4	\$115.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0	\$0.00
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	212/76	288	\$8,795.00
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0	\$0.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0	\$141.00
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0	\$0.00

INTERNATIONAL®
Vehicle Specifications
2015 7300 SFA 4X2 (SA515)
September 08, 2014

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control in Cab	4/4	8	\$163.00
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 6.14	0/241	241	\$1,833.00
<u>Includes</u>				
: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle				
<u>Notes</u>				
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.				
: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance				
14TBZ	SUSPENSION, REAR, AIR, SINGLE {Hendrickson PRIMAAX EX} 23,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers	0/76	76	\$2,489.00
<u>Notes</u>				
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.				
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0	\$169.00
15SGJ	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Tank Depth, with Quick Connect Outlet, Mounted Left Side, Under Cab	17/5	22	\$0.00
16030	CAB Conventional	0/0	0	\$0.00
<u>Includes</u>				
: ARM REST (2) Molded Plastic; One Each Door				
: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window				
: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel				
: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted				
: GLASS, ALL WINDOWS Tinted				
: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side				
: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side				
: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color				
: STEP (4) Two Steps Per Door				
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0	\$0.00
<u>Includes</u>				
: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level				

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
	: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout			
	: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)			
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	1/0	1	\$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	2/0	2	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	27/12	39	\$116.00
	<u>Includes</u>			
	: SEAT BELT 3-Point, Lap and Shoulder Belt Type			
16SDL	MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms	0/0	0	\$126.00
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3	\$118.00
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	14/9	23	\$288.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3	\$39.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	40/7	47	\$823.00
	<u>Includes</u>			
	: HEATER HOSES Premium			
	: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps			
	: REFRIGERANT Hydrofluorocarbon HFC-134A			
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0	\$0.00
16WJU	WINDOW, POWER (2) And Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5	\$367.00
16WKY	HVAC FRESH AIR FILTER	0/0	0	\$0.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray In Front of Windshield Under Hood	1/0	1	\$76.00
16WRZ	CAB INTERIOR TRIM Premium	0/0	0	\$304.00
	<u>Includes</u>			
	: "A" PILLAR COVER Molded Plastic			
	: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering			
	: CAB SOUND INSULATION Includes Dash and Engine Cover Insulators			

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
	: CAB, INTERIOR TRIM, CLOSEOUT Lower Dash Closeout Panel; Molded Plastic; Under Instrument Panel Driver Side : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets, CB Radio Pocket, Speakers, and Reading Lights : COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side : DOOR TRIM PANELS with Cloth Insert on Bolster Driver and Passenger Doors : FLOOR COVERING Rubber, Black : GAUGE, TEMPERATURE, AMBIENT Includes Wiring and Sensor With Display Unit Mounted in Cluster : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (2) Molded Plastic (Carpet Texture), Full-Length; Driver and Passenger Doors : SUN VISOR (3) Padded Vinyl: 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side			
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
16WSL	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} for Left and Right Sides 7.44" Sq.	11/0	11	\$137.00
16XWJ	WINDSHIELD WIPER BLADES Snow Type	2/0	2	\$26.00
16XXC	COWL TRAY LID	7/4	11	\$200.00
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	140/0	140	\$111.00
28DTJ	WHEELS, REAR {Maxion 90541} DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	0/643	643	\$109.00
7382130121	(4) TIRE, REAR 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range H, 16 ply	0/48	48	\$1,220.00
7382158107	(2) TIRE, FRONT 12R22.5 G661 HSA (GOODYEAR) 484 rev/mile, load range H, 16 ply	38/0	38	\$824.00
Total of Product Features				\$109,378.00
Cab schematic 100GM				
Location 1: 9219, Winter White (Std)				
Chassis schematic N/A				
Services Section:				
40107	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2014 or Later, CTS-2002T	0/0	0	\$0.00
Total of Service Features				\$0.00

INTERNATIONAL®**Vehicle Specifications**
2015 7300 SFA 4X2 (SA515)**September 08, 2014**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
	Total Component Weight:	7559/4910	12469	
	Total List Price Including Options:			\$109,378.00
1	Hawkeye Truck Equipment Quote # 16901. Monroe 10' RDS Dump Body, Certified Power Hydraulics, Monroe MP41R12-ISCT Plow W/ 6' Monroe Mid Mount Plow. 201 Stainless Steel Option including Grease Zerk Kit.	0/0	0	\$78,957.00
2	Force America Distributing Quote # 57294 Hydraulics for plow, dump, and wing.	0/0	0	\$14,888.00
	Total Body Allied:			\$93,845.00

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$109,378.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$109,378.00
Freight Charge	\$2,075.00	
Total Freight:		\$2,075.00
Total Factory List Price Including Freight:		\$111,453.00
Less Customer Allowance:		(\$34,187.18)
Total Vehicle Price:		\$77,265.82
Total Body/Allied Equipment:		\$93,845.00
Total Sale Price:		\$171,110.82
Total Per Vehicle Sales Price:		\$171,110.82
Net Sales Price:		\$171,110.82

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:**Accepted by Purchaser:**

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

**This proposal is not binding upon the seller without
Seller's Authorized Signature**

Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating
and reporting appropriate FET to the IRS.**

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 16, 2014 AGENDA

Subject:	Type:	Submitted By:
PURCHASE WALK-BEHIND MOWER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) Exmark Vantage 48 Walk-Behind mower from J&J Mower, Omaha, Nebraska, for an amount not to exceed \$6,700.00.

FISCAL IMPACT

The FY 14 General Fund Budget has seen substantial savings in the Parks and Sports Complex budgets due to the mild winter and wet summer to cover the cost of this proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The parks division recently took over mowing at City Hall and Police Department, this has necessitated the need for an additional mower. The additional mower has been on the parks division equipment request list. Substantial savings has been recognized in the Parks and Sports Complex budgets in regards to the mild winter and wet spring. Park Superintendent, Brian Lukasiewicz received quotes for the mower. His staff has done demo's and recommends the Exmark Vantage 48 mower. The mower controls are easier to operate and more ergonomically comfortable; the metal gauge on the frame and deck is heavier, and there is a local dealer for parts and maintenance.

J&J Mower	Exmark Vantage 48	\$6,700.00 (demo – 19 hours)
J&J Mower	Exmark Vantage 48	\$6,959.00 (new)
Teds Mower	Scag SVR 48	\$6,536.00
Teds Mower	Toro 74578	\$6,611.00
Ty's Service	Wright 48	\$5,648.00 (19 hp)
Ty's Service	Wright 48	\$5,834.00 (22 hp)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) EXMARK VANTAGE 48 WALK-BEHIND MOWER FROM J&J MOWER, OMAHA NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$6,700.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a walk-behind mower is necessary; and

WHEREAS, said purchase of a walk-behind mower is in the best interest of the citizens of La Vista.

WHEREAS, the FY 14 General Fund Budget contains savings for this purchase; 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 one (1) Exmark Vantage 48 Walk-Behind Mower from J&J Mower, Omaha, Nebraska for an amount not to exceed \$6,700.

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk