

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**December 1, 2020**  
**6:00 p.m.**  
**Harold "Andy" Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the November 17, 2020 City Council Meeting**
3. **Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th St Pavement Rehabilitation – \$724.00**
4. **Request for Payment – DLR Group – Professional Services – City Centre Parking Structure 2 – \$1,641.00**
5. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$4,743.36**
6. **Resolution – Authorize Renewal – Computer Software – SHI – \$27,647.95**
7. **Resolution – Authorize Signature – Year-End Certification of City Street Superintendent**
8. **Approval of Claims**
- \*\*9. **Approval of the Minutes of the November 24, 2020 Emergency City Council Meeting**
- \*\*10. **Approval of the Minutes of the November 24, 2020 Emergency Board of Health Meeting**

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

**B. Ordinance – Amend Compensation Ordinance**

**C. Resolution – Approve Professional Services Agreement – 114th and Giles Intersection Improvements**

**D. Resolution – Approve Five-Year Tree Management Plan**

**E. Approval of Class D Liquor License Application – Casey’s Retail Company dba Casey’s General Store #3913**

1. **Public Hearing**
2. **Resolution**

**F. Resolution – Amend Personnel Policy Section VIII – Vacation Accrual Policy**

**G. Resolution – Approval of Blanket Bond – Mayor**

**\*\*H. Resolution – Authorize Purchase – CloudGuard Security Software**

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

**\*\*Amended November 30, 2020 4:00PM**

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

# MINUTE RECORD

A-2

No. 729 — REFIELD & COMPANY, INC. OMAHA E1310556LD

## LA VISTA CITY COUNCIL MEETING November 17, 2020

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on November 17, 2020. 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, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse, and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Times on November 4, 2020. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### **SERVICE AWARDS: ROB GEORGE AND DUTCH SEVENER – 15 YEARS; BRAD BABER AND BRENDA THOMPSON – 10 YEARS**

Mayor Kindig recognized Rob George and Dutch Sevener for 15 years of service to the City, and he recognized Brad Baber and Brenda Thompson for 10 years of service to the City.

### **REAPPOINTMENT – BILL ULRICH – CIVIL SERVICE COMMISSION – 5 YEAR TERM**

Mayor Kindig stated, with the approval of the City Council, he would like to re-appoint Bill Ulrich to the Civil Service Commission for a 5-year term.

Councilmember Sell made a motion to approve the re-appointment. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **A. CONSENT AGENDA**

1. **APPROVAL OF THE AGENDA AS PRESENTED**
2. **APPROVAL OF THE MINUTES OF THE NOVEMBER 3, 2020 CITY COUNCIL MEETING**
3. **MONTHLY FINANCIAL REPORT – SEPTEMBER 2020**
4. **REQUEST FOR PAYMENT – COMMERCIAL SEEDING CONTRACTORS – CONSTRUCTION SERVICES – 84TH ST. REDEVELOPMENT – \$3,490.00**
5. **REQUEST FOR PAYMENT – HDR ENGINEERING, INC. – PROFESSIONAL SERVICES – PROJECT MANAGEMENT SERVICES FOR PUBLIC IMPROVEMENTS – \$513.67**
6. **REQUEST FOR PAYMENT – HGM ASSOCIATES, INC. – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – PHASE 1 INVESTIGATION – \$258.75**
7. **REQUEST FOR PAYMENT – HGM ASSOCIATES, INC. – PROFESSIONAL SERVICES – 2020 BRIDGE INSPECTION – \$2,630.44**
8. **REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$1,821.50**
9. **REQUEST FOR PAYMENT – THOMPSON, DREESSEN, & DORNER, INC. – PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 – \$5,354.75**
10. **APPROVAL OF CLAIMS**

AA WHEEL & TRUCK SUPPLY INC, maint.	324.42
AKRS EQUIPMENT SOLUTIONS INC, maint.	701.78
AMAZON, supplies	1,119.42
ASPEN EQUIPMENT CO, maint.	2,899.50
AUTOSOUND & MORE, maint.	12.00

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BAXTER CHRYSLER DODGE, maint.	79.50
BISHOP BUSINESS EQUIPMENT, supplies	261.72
BKD LLP, services	975.00
BRITE IDEAS DECORATING, supplies	210.00
BS&A SOFTWARE, services	22,581.00
BUILDERS SUPPLY CO, maint.	62.40
CARROT-TOP INDUSTRIES, supplies	2,199.30
CENTURY LINK, phones	6.00
CENTURY LINK BUSN SVCS, phones	110.28
CINTAS CORP, services	255.31
CITY OF OMAHA, services	141,512.00
COMP CHOICE INC, services	257.50
CONTROL MASTERS INC, services	3,317.16
COX COMMUNICATIONS INC, services	280.55
CULLIGAN OF OMAHA, supplies	46.00
D & K PRODUCTS, supplies	98.75
DEMCO INC, supplies	293.73
DITCH WITCH OF OMAHA, services	1,141.17
DLR GROUP, services	4,376.00
DULTMEIER SALES LLC, supplies	70.80
DXP ENTERPRISES INC, maint.	235.55
EDGEWEAR SCREEN PRINTING, apparel	2,516.20
FEDEX, services	42.78
FIRST WIRELESS INC, supplies	784.00
GENUINE PARTS CO, maint.	504.13
HARM'S CONCRETE INC, maint.	130.00
HEARTLAND TIRES & TREADS, maint.	315.65
HEIM, JAMES A, services	3,354.00
HEIMES CORP, services	88.29
HELGET SAFETY, supplies	436.82
HY-VEE INC, services	36.00
IDEAL IMAGES INC, apparel	275.00
INGRAM LIBRARY SERVICES, books	2,320.69
INTERSTATE POWER SYSTEMS INC, maint.	1,565.01
IVERSON, DENNIS, apparel	150.00
J & J SMALL ENGINE, maint.	81.36
KANOPIY INC, services	106.00
KEVIN KUSH PUBLIC SPEAKING, services	156.00
KEYMASTERS LOCKSMITH, bid&grnds	132.49
KRIHA FLUID POWER, maint.	190.83
LABRIE, DONALD P, services	150.00
LAMP RYNEARSON & ASSOC, services	1,423.10
LARSEN SUPPLY CO, supplies	585.71
LOGAN CONTRACTORS, supplies	456.48
LOVELAND GRASS PAD, services	56.85
LOWE'S, supplies	89.08
MARCO INC, services	120.46
MENARDS-RALSTON, supplies	287.04
METRO AREA TRANSIT, services	1,086.00
METROCOUNT USA INC, services	1,075.00
MIDWEST RIGHT OF WAY, services	95.00
MIDWEST TAPE, media	115.35
NE CITY MANAGERS ASSOC, services	631.99
NEELS TRAILER OUTLET INC, maint.	80.00
NEWMAN SIGNS INC, services	1,461.26
NOLL, MARGARET M, services	120.00
OCLC INC, media	161.21
OFFICE DEPOT INC, supplies	333.95
OMAHA UNITED SOCCER, refund	80.00
OMNI ENGINEERING, services	511.70

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ONE CALL CONCEPTS INC, services	311.82
O'REILLY AUTO PARTS, maint.	1,083.89
ORIENTAL TRADING CO, supplies	69.92
PAPILLION SANITATION, services	2,392.97
RDG PLANNING & DESIGN, services	7,525.57
READY MIXED CONCRETE CO, services	8,489.58
RED WING BUSINESS ACCT, apparel	150.00
SAPP BROS INC, maint.	1,262.88
SARPY COUNTY COURTHOUSE, services	996.84
SARPY COUNTY FISCAL ADMIN, services	18,182.54
SID 237 - CIMARRON WOODS, services	25,000.00
SIGN IT, services	176.00
SUBURBAN NEWSPAPERS INC, services	78.00
SUCCESS FACTORS INC, services	643.95
THE HARRY A KOCH CO, services	234,320.75
THE PENWORTHY CO, books	329.88
THE SCHEMMER ASSOC, services	647.50
THOMPSON DREESSEN & DORNER INC, services	4,620.30
TRANS UNION RISK, services	50.00
TRUCK CENTER COMPANIES, maint.	567.24
U.S. CELLULAR, phones	1,696.11
US POSTAL, services	1,401.28
WESTLAKE HARDWARE INC, supplies	820.31
WOODHOUSE PARTS DIRECT, maint.	327.13

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

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

Recreation Director Stopak reported on a senior outing and future events.

Library Director Barcal reported on the Virtual Legos.

Director of Public Works Soucie reported the high winds caused a tree to fall on Thorn Apple Lane and there was a water main break at 98th St. and Melissa St. He also reported there is a beaver living in Thompson Creek near 72nd St.

## **B. ORDINANCE – ANNEXATION – ORIENTAL TRADING COMPANY BUSINESS PARK – FINAL READING**

City Clerk Buethe stated that the City has complied with the requirements of subsection 16-130(6) of Nebraska Statutes and then read Ordinance No. 1400 entitled: AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (LOTS 1 THRU 3, ALONG WITH OUTLOTS B AND C, ORIENTAL TRADING COMPANY BUSINESS PARK, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NE), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1399. Councilmember Thomas seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1400 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.

## **C. ORDINANCE – AMEND THE COMPENSATION ORDINANCE**

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Councilmember Frederick introduced Ordinance No. 1401 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 HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1399. Councilmember Crawford seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1401 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.

## **D. RESOLUTION – AUTHORIZE AGREEMENT – SIGNAGE AND WAYFINDING PLAN**

Councilmember Hale introduced and moved for the adoption of Resolution No. 20-109 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DESIGN WORKSHOP, DENVER COLORADO FOR DEVELOPMENT OF A SIGNAGE AND WAYFINDING PLAN IN AN AMOUNT NOT TO EXCEED \$60,000.

WHEREAS, the Mayor and City Council have determined that design and plan development are necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Design Workshop, Denver, Colorado for development of a signage and wayfinding plan in an amount not to exceed \$60,000.

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

## **E. RESOLUTION – AUTHORIZE PURCHASE – SPECIAL TRANSIT SERVICE VEHICLE**

Councilmember Sell introduced and moved for the adoption of Resolution No. 20-110 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF A SPECIAL TRANSIT SERVICE VEHICLE IN PARTNERSHIP WITH STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$11,094.00.

WHEREAS, the City Council has previously participated in a partnership with the City of Ralston and State of Nebraska, Department of Transportation to provide transportation services to the elderly and handicapped residents of the cities; and

WHEREAS, a determination has been made that one of the vehicles in the existing fleet is in need of replacement; and

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WHEREAS, the City of La Vista would be responsible for 20% of the cost of the new vehicle with the remaining cost being paid by federal funds through State of Nebraska, Department of Transportation; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby establish the need to purchase a replacement special services vehicle in conjunction with State of Nebraska, Department of Transportation and authorize payment of the City's share of the cost not to exceed \$11,094.00.

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

## **F. RESOLUTION – AUTHORIZE AMENDMENT NO. 1 – PROFESSIONAL SERVICES AGREEMENT – BRIDGE INSPECTIONS**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 20-111 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH HGM ASSOCIATES INC. FOR BRIDGE INSPECTION SERVICES IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$2,000.

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

WHEREAS, HGM's work on the reports has revealed that some coding on the reports was incomplete on previous submittals and needs to be updated; and

WHEREAS, the agreement has a total not-to-exceed cost of \$7,700. for the scope of services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of amendment no. 1 to a professional services agreement with HGM Associates Inc. for bridge inspection services in an additional amount not to exceed \$2,000.

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

## **G. RESOLUTION – AMEND COUNCIL POLICY STATEMENT – EMPLOYEE COMPENSATION – PAY FOR PERFORMANCE**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 20-112 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AMENDMENT TO A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled "Employee Compensation – Pay for Performance" was established and an amendment is recommended;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the amendment Council Policy Statement entitled "Employee Compensation – Pay for Performance" and do further hereby direct the distribution of said amended Council Policy Statement to the appropriate City Departments.

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

## **H. POSITION DESCRIPTION**

Councilmember Sell made a motion to receive and file the updated description for the position of Information Technology Manager. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Crawford motioned to move Comments from the Floor up on the agenda ahead of item I. Executive Session. Seconded by Councilmember Thomas. 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.

## **I. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS**

At 7:03 p.m. Councilmember Crawford made a motion to go into executive session for protection of the public interest for negotiating guidance regarding contract negotiations. 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 7:20 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Hale commented on the virtual National League of Cities Conference.

Councilmember Frederick made a motion for an emergency amendment to the agenda to add an item providing direction to staff regarding a mask ordinance. Councilmember Thomas seconded the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: Crawford. Abstain: None. Absent: None. Motion carried.

Discussion was held. There was Council consensus to have staff provide information on a possible mask ordinance at an emergency meeting on November 24, 2020.

At 8:01 p.m. Councilmember Crawford 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 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

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

ATTEST:

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



Pat Dowse  
City Engineer  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

November 5, 2020  
Project No: 00120661.00  
Invoice No: 168924

96th & 108th St Pavement Rehabilitation

**Professional Services from September 28, 2020 to October 25, 2020**

Task	00001	Project Management	Hours	Rate	Amount
<b>Professional Personnel</b>					
E1a Professional Engineer/Project Mgr					
O'Bryan, Timothy			1.00	181.00	181.00
Totals			1.00		181.00
<b>Total Labor</b>					<b>181.00</b>
				<b>Total this Task</b>	<b>\$181.00</b>

Task	00004	Final Design	Hours	Rate	Amount
<b>Professional Personnel</b>					
E1a Professional Engineer/Project Mgr					
O'Bryan, Timothy			3.00	181.00	543.00
Totals			3.00		543.00
<b>Total Labor</b>					<b>543.00</b>
				<b>Total this Task</b>	<b>\$543.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	724.00	104,669.07	105,393.07
Limit			116,995.00
Remaining			11,601.93
		<b>Total this Invoice</b>	<b>\$724.00</b>

OK TO PAY  
PMD 11/23/2020  
PO# 21-008952

Consent Agenda 12/1/2020  
(K)



A-4

**Invoice**



listen.DESIGN.deliver  
6457 Frances Street, Suite 200  
Omaha, NE 68106  
402-393-4100 Fax 402-393-8747

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

November 10, 2020  
Project No: 10-17105-40  
Invoice No: 0182751

Project 10-17105-40 La Vista City Cntr Parking Structure 2  
PO 20-008373

**Billing Period: October 1, 2020 to October 31, 2020**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	109,400.00	100.00	109,400.00	109,400.00	0.00
Design Development	164,100.00	100.00	164,100.00	164,100.00	0.00
Construction Documents	218,800.00	97.75	213,877.00	212,236.00	1,641.00
Bid Negotiation	54,700.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>547,000.00</b>		<b>487,377.00</b>	<b>485,736.00</b>	<b>1,641.00</b>
<b>Total Fee</b>					<b>1,641.00</b>

**Billing Limits**

	Current	Prior	To-Date
Expenses	0.00	1,575.15	1,575.15
Limit			10,000.00
Remaining			8,424.85
<b>Total this Invoice</b>			<b>\$1,641.00</b>

**Outstanding Invoices**

Number	Date	Balance
0181887	10/9/2020	4,376.00
<b>Total</b>		<b>4,376.00</b>

**Billings to Date**

	Current	Prior	Total
Fee	1,641.00	485,736.00	487,377.00
Expense	0.00	1,575.15	1,575.15
<b>Totals</b>	<b>1,641.00</b>	<b>487,311.15</b>	<b>488,952.15</b>

We appreciate your confidence in us and thank you in advance for your payment.  
Being environmentally friendly, we encourage payments via Wire Transfer.  
Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

Consent Agenda 12/1/2020  
(100)

OH TO PAY  
PMD 11/23/2020

A-5



October 31, 2020  
Project No: R3003.066.00  
Invoice No: 47925

Rita Ramirez  
Assistant City Administrator  
City of La Vista  
8116 Parkview Blvd  
La Vista, NE 68128

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs  
Professional Services through October 31, 2020  
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	85.00	201,592.38	196,849.02	4,743.36
Schematic Design	12,482.50	0.00	0.00	0.00	0.00
Total Fee	249,650.00		201,592.38	196,849.02	4,743.36
<b>Total Fee</b>					<b>4,743.36</b>
<b>Total this Invoice</b>					<b>\$4,743.36</b>

**Outstanding Invoices**

Number	Date	Balance
47824	9/30/2020	7,525.57
<b>Total</b>		<b>7,525.57</b>

PO Number: 20-008351

*R. Ramirez*  
11-19-20

Consent Agenda 12/1/2020  
*(KW)*



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE RENEWAL – COMPUTER SOFTWARE – SHI	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared approving the renewal of a MS Exchange and MS Office 365 subscriptions for Citywide services in the amount not to exceed \$27,647.95

**FISCAL IMPACT**

The FY21/FY22 biennial budget provides funding for the renewal.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City migrated to a combination of MS Exchange and Office 365 subscriptions. This is the renewal for those licenses.

There were some major benefits of moving this direction. The Exchange environment will always be up to date. EOL servers are designed with full redundancy, disaster recovery protection and a 99.9% uptime guarantee. The service provides:

- 50 GB mailbox per user
- Outlook and Web based access
- Collaboration features including shared calendars, groups, the global address list, external contacts, tasks, conference rooms, and delegation capabilities
- Premier anti-malware and anti-spam protection
- TEAMS virtual meetings
- And other collaboration services.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE RENEWAL OF MS EXCHANGE AND MS OFFICE 365 SUBSCRIPTIONS FOR CITYWIDE SERVICES FROM SHI IN AN AMOUNT NOT TO EXCEED \$27,647.95.

WHEREAS, the City Council of the City of La Vista has determined that the renewal of MS Exchange and MS Office 365 subscriptions for citywide services is necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed renewal; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of MS Exchange and MS Office 365 subscriptions for citywide services from SHI in an amount not to exceed \$27,647.95

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

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

ATTEST:

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



Pricing Proposal  
 Quotation #: 19647748  
 Reference #: 1 Year Term  
 Created On: 11/3/2020  
 Valid Until: 12/15/2020

**City of La Vista**

**PJ Biodrowski**  
 ATTN: PJ Biodrowski  
 8116 Park View Blvd  
 La Vista, NE 68128  
 United States  
 Phone (402) 331-4343  
 Fax:  
 Email: pj@sarpy.com

**Inside Account Manager**

**Bobby Celentano**  
 290 Davidson Ave  
 Somerset, NJ 08873  
 Phone 888-591-3400  
 Fax: 877-289-6088  
 Email: TeamSHI@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Exchange Online Plan 1G - Subscription license - 1 user - hosted - GOV - MPSA Microsoft - Part#. AAA-11624 Contract Name NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 79380 O4 <b>Note:</b> MPSA Number: 4100068820	90	\$42.95	\$3,865.50
2 Microsoft Office 365 (Plan G3) - Subscription license - 1 user - hosted - MPSA Microsoft - Part#: AAA-11650 Contract Name NASPO Cloud Solutions Contract #. AR2488 Subcontract #: 79380 O4 <b>Note:</b> MPSA Number 4100068820	110	\$214.74	\$23,621.40
3 Microsoft Visio Pro for Office 365 - Subscription license - 1 user - hosted - GOV - MPSA Microsoft - Part# AAA-11694 Contract Name NASPO Cloud Solutions Contract # AR2488 Subcontract # 79380 O4 <b>Note:</b> MPSA Number: 4100068820	1	\$161.05	\$161.05
		Subtotal	\$27,647.95
		Shipping	\$0.00
		<b>Total</b>	<b>\$27,647.95</b>

**Additional Comments**

This quote provides a 1 Year Microsoft subscription term with effective dates of 1/01/2021 thru 12/31/2020

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481, CCR# 61-243957G, CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE SIGNATURE – YEAR-END CERTIFICATION - CITY STREET SUPERINTENDENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to sign the Year-End Certification of the City Street Superintendent.

**FISCAL IMPACT**

Certification is required to receive an incentive payment for Calendar Year 2020.

**RECOMMENDATION**

Approval.

**BACKGROUND**

State Statute requires cities to certify they have an appointed Street Superintendent in order to receive annual incentive payments. The City of La Vista appoints the Director of Public Works who is also the Street Superintendent.

The Nebraska Department of Transportation requires that the City Council passes a resolution authorizing the Mayor to sign the Year-End Certification of City Street Superintendent.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2020.

WHEREAS, State of Nebraska Statutes, Sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

WHEREAS, The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

WHEREAS, The NDOT requires that such certification shall also include a copy of the documentation of the City Street Superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable) and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

WHEREAS, The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista, Nebraska is hereby authorized to sign the Year-End Certification of City Street Superintendent 2020.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

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

ATTEST:

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



Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.  
**Failure to complete and return:** If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the original Signing Resolution, original Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.

### Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2020 to December 31, 2020

\*This certifies that Joseph Soucie Jr., License Number S-1046 Class A,  
(Print name of Superintendent as appears on license card) (A or B)  
was the appointed City Street Superintendent of La Vista NE  
(Print name of City or Village)  
from January 1, 2020 to December 31, 2020  
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

\_\_\_\_\_  
Signature of Mayor  Village Board Chairperson

\* If more than one individual or the City Council or Village Board provided street superintending services during the calendar year, list each successive superintendent using a separate certification. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515. If your city or village did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the resolution, certification, and documentation of the superintendents appointment will result in your municipality not receiving an Incentive Payment for Calendar Year 2020.

\*\*\*\*\*

**Note:** In addition to this annual, Year-End Certification of Superintendent to the Nebraska Department of Transportation, (due December 31<sup>st</sup>), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" and "Signing Resolution" with the Board of Public Roads Classifications and Standards (due October 31<sup>st</sup>). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).



Return the completed original resolution and certification, and a copy of the documentation of appointment by December 31, 2020 to:

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
133648	11/18/2020	COMMERCIAL SEEDING CONTRACTOR	3,490.00	N
133649	11/18/2020	HDR ENGINEERING INC	513.67	N
133650	11/18/2020	HGM ASSOCIATES, INC.	2,889.19	N
133651	11/18/2020	KEVIN JONES	350.00	N
133652	11/18/2020	OLSSON, INC.	1,821.50	N
133653	11/18/2020	ORIENTAL TRADING COMPANY	549.12	N
133654	11/18/2020	THOMPSON DREESSEN & DORNER, IN	5,354.75	N
133655	11/18/2020	TMS PRODUCTION INTEGRATION	317.50	N
133656	11/18/2020	TOSHIBA FINANCIAL SERVICES	138.00	N
133657	12/01/2020	AMAZON CAPITAL SERVICES, INC.	387.68	N
133658	12/01/2020	ASPEN EQUIPMENT COMPANY	247.00	N
133659	12/01/2020	AT&T MOBILITY LLC	97.34	N
133660	12/01/2020	BKD LLP	2,410.00	N
133661	12/01/2020	BRITE IDEAS DECORATING	126.00	N
133662	12/01/2020	CANINE TACTICAL, LLC	13,000.00	N
133663	12/01/2020	CENTURY LINK	6.00	N
133664	12/01/2020	CINTAS CORPORTATION NO. 2	274.68	N
133665	12/01/2020	CONTROL MASTERS INCORPORATED	715.34	N
133666	12/01/2020	COX COMMUNICATIONS, INC.	147.03	N
133667	12/01/2020	CUMMINS CENTRAL POWER LLC	645.93	N
133668	12/01/2020	DOOLING, SHAWN A	900.00	N
133669	12/01/2020	DOUGLAS COUNTY SHERIFF'S OFC	287.50	N
133670	12/01/2020	DULTMEIER SALES LLC	46.50	N
133671	12/01/2020	FASTENAL COMPANY	322.01	N
133672	12/01/2020	FIRST WIRELESS INC	940.00	N
133673	12/01/2020	GENERAL FIRE & SAFETY EQUIP CO	245.00	N
133674	12/01/2020	GOVERNMENT FINANCE OFFICERS ASS	190.00	N
133675	12/01/2020	HANEY SHOE STORE	150.00	N
133676	12/01/2020	HAYES MECHANICAL LLC	1,356.07	N
133677	12/01/2020	HEARTLAND TIRES AND TREADS	189.43	N
133678	12/01/2020	HEIMES CORPORATION	229.67	N
133679	12/01/2020	INDUSTRIAL SALES COMPANY INC	163.74	N
133680	12/01/2020	J & J SMALL ENGINE SERVICE	704.15	N
133681	12/01/2020	LARSEN SUPPLY COMPANY	581.85	N
133682	12/01/2020	LEADS ONLINE LLC	2,848.00	N
133683	12/01/2020	MAX I WALKER UNIFORM & APPAREL	34.60	N
133684	12/01/2020	MENARDS-RALSTON	1,328.82	N
133685	12/01/2020	METAL DOORS AND HARDWARE CO	817.00	N
133686	12/01/2020	MIDLANDS FAMILY URGENT CARE	250.00	N
133687	12/01/2020	NEBRASKA IOWA INDL FASTENERS INC	15.09	N
133688	12/01/2020	OFFICE DEPOT INC	63.94	N
133689	12/01/2020	OMNI ENGINEERING	81.90	N
133690	12/01/2020	PER MAR SECURITY SERVICES	129.78	N
133691	12/01/2020	READY MIXED CONCRETE COMPANY	612.94	N
133692	12/01/2020	RHOMAR INDUSTRIES INC	585.80	N
133693	12/01/2020	SARPY COUNTY SHERIFF'S OFFICE	2,000.00	N
133694	12/01/2020	SOUTHERN UNIFORM & EQUIPMENT	66.98	N
133695	12/01/2020	TRAFFIC AND CONTROL CO, INC	556.00	N
133696	12/01/2020	TY'S OUTDOOR POWER & SERVICE	58.79	N
133697	12/01/2020	UNITED DISTRIBUTORS INC	81.22	N
133698	12/01/2020	UNITED PARCEL SERVICE	19.96	N
133699	12/01/2020	VERIZON CONNECT NWF, INC.	631.41	N
133700	12/01/2020	WALMART COMMUNITY BRC	812.67	N
133701	12/01/2020	WOODHOUSE PARTS DIRECT, INC	16.60	N
TOTAL:			50,798.15	

User: mgustafson

DB: La Vista

Check #                      Check Date                      Vendor Name                      Amount                      Voided

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\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

# MINUTE RECORD

A-9

No. 729 — REFIELD & COMPANY, INC. OMAHA E1310556LD

## LA VISTA CITY COUNCIL EMERGENCY MEETING November 24, 2020

An emergency meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on November 24, 2020. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, and Chief of Police Lausten.

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

Mayor Kindig made an announcement regarding the location of the open meetings act and the agenda policy statement providing for an expanded opportunity for public comment on the agenda items.

### A. STATEMENT OF NATURE OF EMERGENCY

Mayor Kindig stated the nature for the Emergency is the unprecedented positivity levels of Novel Coronavirus (COVID-19) in La Vista and adjacent parts of the metropolitan area. Over the past four weeks, the positivity rate for the Sarpy/Cass Health Department jurisdiction has doubled from 15.25% (week ending 10/17/20) to 31.51% (week ending 11/14/20). Over the same four-week period, the seven-day rolling average of cases/day/100,000 residents has increased from 41.6 cases per day to 96.9. Currently, there are 1,032 active cases in Sarpy County, with 108 active cases in the 68128 zip code area and 65 in 68138 (La Vista's ETJ).

The increasing positivity levels of Novel Coronavirus (COVID-19) necessitates an emergency meeting of the City Council to consider proposed rules and regulations requiring facial coverings to be worn in indoor public places as set forth in a proposed Ordinance presented at this meeting. Councilmember Thomas moved to hold the emergency meeting. Councilmember Frederick seconded the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick and Sell. Nays: Hale. Abstain: None. Absent: None. Motion carried.

### B. APPROVE NOTICE OF MEETING AND AGENDA

Mayor Kindig stated a copy of the meeting notice was included in the packet for this meeting. The meeting notice and agenda were posted on the City's website and provided to the media, and the meeting notice was published in the November 19, 2020 edition of the Omaha World Herald. Councilmember Thomas moved to approve the Notice of Meeting and Agenda. Councilmember Sheehan seconded the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### C. PROPOSED REGULATION REQUIRING FACE COVERINGS IN THE CITY

Mayor Kindig reported that the Board of Health voted in favor of the Ordinance with a vote of three ayes and no nays.

Councilmember Thomas introduced Ordinance 1402 entitled: AN ORDINANCE TO AMEND CHAPTER 92 OF THE LA VISTA MUNICIPAL CODE TO ADD SUBCHAPTER 92.30 ENTITLED "PREVENTION OF COVID-19"; TO PROVIDE LEGISLATIVE FINDINGS AND INTENT; TO REQUIRE FACE COVERINGS WHILE INDOORS WITHIN THE CITY, NOTICE OF SUCH REQUIREMENT, AND EXCEPTIONS; TO DECLARE PUBLIC NUISANCE AND PROVIDE FOR PENALTIES, ABATEMENT, SUNSET AND REQUIRED REPORTING; TO REPEAL CONFLICTING PROVISIONS; AND TO PROVIDE FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE.

Sarah Schram with the Sarpy Cass Health Department reported current statistics and information on the Coronavirus situation. Mayor Kindig asked for comments from the public. Members of the public spoke in favor of and in opposition of the ordinance requiring face coverings. Mayor Kindig stated that emails and letters received would be filed with the record of the meeting.

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

# MINUTE RECORD

November 24, 2020

No. 729 — REFIELD & COMPANY, INC. OMAHA E1310556LD

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. Discussion was held. The Mayor then stated the question, "Shall Ordinance No. 1402 be passed and adopted?" Upon roll call vote, the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: Crawford and Hale. 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. Mayor Kindig proclaimed Ordinance 1402 an emergency and stated the ordinance would go into effect on November 27, 2020 upon the first publication of the ordinance on the Omaha World Herald.

At 7:13 p.m. Councilmember Crawford 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 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

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

ATTEST:

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

**LA VISTA BOARD OF HEALTH  
EMERGENCY MEETING  
November 24, 2020**

An emergency meeting of the Board of Health of the City of La Vista, Nebraska was convened in open and public session at 4:30 p.m. on November 24, 2020. Present were Board members Kindig, Thomas and Lausten. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez and City Clerk Buethe.

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

Chairman Kindig made an announcement regarding the location of the open meetings act and the agenda policy statement providing for an expanded opportunity for public comment on the agenda items

**A. Statement of Nature of Emergency**

Chairman Kindig stated the nature for the emergency is the unprecedented positivity levels of Novel Coronavirus (COVID-19) in La Vista and adjacent parts of the metropolitan area. Over the past four weeks, the positivity rate for the Sarpy/Cass Health Department jurisdiction has doubled from 15.25% (week ending 10/17/20) to 31.51% (week ending 11/14/20). Over the same four-week period, the seven-day rolling average of cases/day/100,000 residents has increased from 41.6 cases per day to 96.9. Currently, there are 1,032 active cases in Sarpy County, with 108 active cases in the 68128 zip code area and 65 in 68138 (La Vista's ETJ).

Board Member Thomas moved to hold the emergency meeting. Board Member Lausten seconded the motion. Board Members voting aye: Kindig, Thomas and Lausten. Nays: None. Abstain: None. Absent: None. Motion carried.

**B. Approve Notice of Meeting and Agenda**

Chairman Kindig stated a copy of the meeting notice was included in the packet for this meeting. The meeting notice and agenda were posted on the City's website and provided to the media, and the meeting notice was published in the November 19, 2020 edition of the Omaha World Herald.

Board Member Thomas moved to approve Notice of Meeting and Agenda. Board Member Lausten seconded the motion. Board Members voting aye: Kindig, Thomas and Lausten. Nays: None. Abstain: None. Absent: None. Motion carried.

**C. Proposed Regulation Requiring face coverings in the City**

Board Member Thomas introduced and moved for the adoption of Resolution No. 20-001 entitled A RESOLUTION OF THE BOARD OF HEALTH OF THE CITY OF LA VISTA, NEBRASKA MAKING DETERMINATIONS AND FINDINGS; AND APPROVING RULES AND REGULATIONS REQUIRING FACE COVERINGS IN INDOOR PUBLIC PLACES IN THE CITY, SUBJECT TO CITY COUNCIL APPROVAL.

NOW THEREFORE BE IT RESOLVED that the Board of Health of the City of La Vista ("Board") hereby makes and approves the following determinations, findings, and actions:

1. The Board, among other powers, is authorized by applicable law, including without limitation, Neb. Rev. Stat. Section 16-238, to enact rules and regulations to safeguard the health of the people of the City.
2. Rules and regulations requiring face coverings in indoor public places in the City are proposed in the Ordinance presented with and incorporated into this Resolution by reference ("Proposed Ordinance").
3. The Board, based on an increased number of confirmed COVID-19 cases within the City, continued community transmission, findings in the Proposed Ordinance, and information presented at this meeting and otherwise available from medical experts and professionals, determines that an emergency exists within the City of La Vista requiring immediate action and that rules and regulations requiring face coverings in indoor public places in the City as set forth in the Proposed Ordinance should be enacted in an attempt to safeguard the health of the people of the City.
4. The Proposed Ordinance is hereby approved, or modified and approved, subject to approval, or modification and approval, of the City Council of the City of La Vista.

Chairman Kindig stated that copies of communications were included in the packet from proponents, opponents and neutral on the proposed regulations. Board Member Lausten seconded the motion. Board Member Lausten made a statement for the record prior to voting on the motion stating that a police officer should not enact laws, but from the Law Enforcement Code of Ethics, it is among his duties to respect the Constitutional right of all men to liberty, equality and justice, and to safeguard lives and property. Lausten stated the final decision will be up to the City Council, and he feels confident in voting to approve the motion. Board Members voting aye: Kindig, Thomas and Lausten. Nays: None. Abstain: None. Absent: None. Motion carried.

At 4:48 p.m. Board Member Thomas made a motion to adjourn the meeting. Seconded by Board Member Lausten. Board Members voting aye: Kindig, Thomas and Lausten. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

LA VISTA BOARD OF HEALTH

\_\_\_\_\_  
Douglas Kindig, Chairman

ATTEST:

\_\_\_\_\_  
Robert S. Lausten, Secretary

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDING THE COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect the new position of Information Technology Manager.

**FISCAL IMPACT**

The FY20/FY21 Biennial Budget provides funding for this position.

**RECOMMENDATION**

Approval

**BACKGROUND**

On this agenda of November 17, 2020 the City Council approved a job description for a Information Technology Manager position. The compensation ordinance is being amended to reflect this change.



**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 \$8,000 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 \$16,000 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, set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Pay Grade
Asst. City Administrator/Dir. Community Services	28
City Clerk	22
City Engineer	24
Community Development Director	25
Director of Administrative Services	28
Director of Public Works	28
Finance Director	24
Human Resources Director	23
Library Director	22
Police Chief/Director of Public Safety	28
Recreation Director	22

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 set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Pay Grade
Accountant	19
Asst. to City Administrator	18
Asst. Planner	17
Asst. Recreation Director	19
Chief Building Official	20
Community Relations Coordinator	18
Deputy City Clerk	13
Deputy Director Public Works	24
Deputy Community Development Director	21
Financial Analyst	18
Human Resources Generalist	15
<u>Information Technology Manager</u>	20
Librarian II – Inter-Library Loan/Public Services	16
Librarian III	18
Operations Manager	18
Park Superintendent	20
Police Captain	23
Police Records Manager/Office Manager	14
Police Training Coordinator	21
Senior Services Manager	18

Street Superintendent	20
Youth and Adult Sports Manager	17

**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 set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Administrative Assistant I	5
Administrative Assistant II	8
Administrative Assistant III	10
Building Inspector II	16
Building Maintenance Worker I	9
Building Maintenance Worker II	11
Building Technician	14
Code Enforcement Officer	12
Executive Assistant	13
Librarian I	15
Librarian II – Computer/Reference Services	16
Maintenance Worker I	9
Maintenance Worker II	11
Mechanic	11
Park Foreman	14
Permit Technician	8
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	6
Sewer Foreman	14
Shop Foreman	14
Street Foreman	14

**Section 7. Part-Time, Seasonal 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 set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Assistant Pool Manager	C
Circulation Clerk I	A
Circulation Clerk II	D
Clerical Assistant/Receptionist	D
Custodian	C
Evidence Technician	F
Intern/Special Projects	D
Lifeguard	A
Pool Manager	E
Recreation Attendant	A
Seasonal PW All Divisions 1-5 Years	A
Seasonal PW All Divisions 5+ Years	C
Shop Assistant	A
Special Services Bus Driver	C
Temporary/PT Professional (PW)	H

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 Section 20 of this Ordinance. For Fiscal year 2021 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

**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. 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 12. 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 13. 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, 2018 through September 30, 2023," 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 over time 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 \$150.
- 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.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective

Section 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. Wage Tables.**Full Time Wages**

Grade		Minimum	Maximum
32	Hourly	70.62	98.90
	Annual	146,890	205,712
31	Hourly	65.95	92.36
	Annual	137,176	192,109
30	Hourly	61.62	86.30
	Annual	128,170	179,504
29	Hourly	57.63	80.72
	Annual	119,870	167,898
28	Hourly	53.91	75.50
	Annual	112,133	157,040
27	Hourly	50.50	70.73
	Annual	105,036	147,118
26	Hourly	47.32	66.28
	Annual	98,426	137,862
25	Hourly	44.36	62.13
	Annual	92,269	129,230
24	Hourly	41.66	58.34
	Annual	86,653	121,347
23	Hourly	39.11	54.78
	Annual	81,349	113,942
22	Hourly	36.78	51.51
	Annual	76,502	107,141
21	Hourly	34.63	48.50
	Annual	72,030	100,880
20	Hourly	32.63	45.71
	Annual	67,870	95,077
19	Hourly	30.77	43.10
	Annual	64,002	89,648
18	Hourly	29.07	40.71
	Annual	60,466	84,677
17	Hourly	27.47	38.47
	Annual	57,138	80,018

Grade		Minimum	Maximum
16	Hourly	26.00	36.41
	Annual	54,080	75,733
15	Hourly	24.63	34.50
	Annual	51,230	71,760
14	Hourly	23.37	32.74
	Annual	48,610	68,099
13	Hourly	22.22	31.12
	Annual	46,218	64,730
12	Hourly	21.12	29.58
	Annual	43,930	61,526
11	Hourly	20.12	28.18
	Annual	41,850	58,614
10	Hourly	19.20	26.90
	Annual	39,936	55,952
9	Hourly	18.34	25.68
	Annual	38,147	53,414
8	Hourly	17.55	24.58
	Annual	36,504	51,126
7	Hourly	16.82	23.55
	Annual	34,986	48,984
6	Hourly	16.13	22.60
	Annual	33,550	47,008
5	Hourly	15.51	21.72
	Annual	32,261	45,178
4	Hourly	14.90	20.87
	Annual	30,992	43,410
3	Hourly	14.38	20.14
	Annual	29,910	41,891
2	Hourly	13.88	19.44
	Annual	28,870	40,435

**Part-Time, Seasonal and Temporary Employees Wages**

Grade		Minimum	Maximum
A	Hourly	11.03	15.42
	Annual	11,471	16,037
B	Hourly	12.65	17.71
	Annual	13,156	18,418
C	Hourly	13.69	19.10
	Annual	14,238	19,864
D	Hourly	13.76	19.24
	Annual	14,310	20,010
E	Hourly	15.70	22.00

	Annual	16,328	22,880
F	Hourly	16.42	23.05
	Annual	17,077	23,972
G	Hourly	18.06	25.30
	Annual	18,782	26,312
H	Hourly	23.32	32.60
	Annual	24,253	33,904

**Fraternal Order of Police**

Table 400 FOP Collective Bargaining Hourly Non-Exempt						
Rate	A	B	C	D	E	F
<b>426 Pay Grade</b>						
Hourly				\$ 41.27	\$ 41.63	\$ 45.71
Monthly				\$ 7,153	\$ 7,216	\$ 7,923
Annually				\$85,842	\$ 86,590	\$ 95,077
<b>423 Pay Grade</b>						
Hourly	\$ 27.05	\$ 28.88	\$ 31.75	\$ 33.60	\$ 36.67	\$ 38.58
Monthly	\$ 4,689	\$ 5,006	\$ 5,503	\$ 5,824	\$ 6,356	\$ 6,687
Annually	\$ 56,264	\$ 60,070	\$ 66,040	\$ 69,888	\$ 76,274	\$ 80,246

Section 21. Repeal of Ordinance No. Ordinance No. originally passed and approved on the 17th day of November 2020 is hereby repealed.

Section 22. Effective Date. This Ordinance shall take effect after, approval and publication as provided by law on January 1, 2021.

Section 23. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – 114 <sup>TH</sup> AND GILES INTERSECTION IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing a Professional Services Agreement with Felsburg, Holt and Ullevig (FHU), for the study, design and construction documents for Intersection Improvements at 114<sup>th</sup> Street and Giles Road in an amount not to exceed \$11,900.00.

**FISCAL IMPACT**

The FY21/22 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

FHU will be producing plans and specifications to modify the traffic signal at 114<sup>th</sup> Street and Giles Road as well as reconfigure the pavement striping as to provide for dual left turns for the northbound 114<sup>th</sup> Street to westbound Giles Road movement. Project will also upgrade the vehicle detection system to radar, as the existing camera detection system is in need of replacement.

Project is identified as M376(393) in the 1 and 6 Roadway Program and STRT-21-003 in the Capital Improvement Program.



**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FELSBURG, HOLT AND ULLEVIG (FHU), OMAHA, NEBRASKA, FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$11,900.

WHEREAS, the Mayor and City Council have determined that project management and engineering services for Intersection Improvements at 144th Street and Giles Road are necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Felsburg, Holt and Ullevig (FHU), Omaha, Nebraska, for project management and engineering services in an amount not to exceed \$11,900.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

ATTEST:

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

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



November 6, 2020

RE: DESCRIPTION OF PROJECT AND SCOPE OF SERVICES AND FEE  
114<sup>th</sup> and Giles Road Intersection Improvements

Mr. Patrick M. Dowse, P.E.  
City Engineer  
City of La Vista  
9900 Portal Road  
La Vista, Nebraska 68128

Dear Mr. Dowse:

Thank you for the opportunity to submit this scope of services to develop design plans for the proposed 114<sup>th</sup> and Giles Road intersection improvements. The improvements will modify the south leg of the intersection to accommodate northbound dual left-turn lanes. This will require modifications to the traffic signal and signal timings. Vehicle detection will also be upgraded to Iteris Vector detectors. Detection will be used for the northbound and westbound approaches.

We are submitting this agreement for professional engineering services based on our understanding of the needed improvements discussed. This letter agreement summarizes our understanding of the services requested, project schedule, and estimated engineering fees.

## **Scope of Services**

FELSBURG HOLT & ULLEVIG TO PROVIDE THE FOLLOWING SERVICES:

### Task 1 – Project Management

- a. *Project Management* – The FHU Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Mark Meisinger, PE, PTOE will serve as the Principal in Charge and Adam Denney, PE, PTOE will serve as the Project Manager for this project.
- b. *Quality Assurance & Quality Control (QA/QC)* – FHU will follow defined quality assurance and quality control practices as set forth in our firm's policy.

### Task 2 – Meetings

- a. *Progress Meetings* – Felsburg Holt & Ullevig, (FHU) will attend monthly progress/review meetings with City staff. Based on the project schedule, this will include two (2) meetings:
  - Project Kickoff Meeting
  - Design Progress meetings at 60%

If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates.

### Task 3 – Traffic Engineering

- a. *Signal Modifications* – Complete the design of signal modifications required to provide dual northbound left-turn lanes on the south leg of the intersection of 114<sup>th</sup> Street with Giles Road. FHU will also consult with the City on the installation of flashing yellow arrow (FYA) signal heads for the westbound left-turn movement at the intersection. The controller will be evaluated to determine if FYA signals can be accommodated. The City will install a m60 controller to accommodate FYA operations. The vehicle detection will also be upgraded to the Iteris Vector detectors.
- b. *24-hour Count* – FHU will determine the feasibility of this signal going into nighttime flash mode. A 24-hour traffic count will be completed at this intersection.
- c. *Signal Timings* – FHU will develop new signal timings for the proposed signal phasing. Timings will be kept in coordination with the adjacent traffic signals along Giles Road.

### Task 4 – Design Plan Submittals

- a. *60% Plans* – FHU shall prepare a final plan set in accordance with City of Omaha standards and specifications. Plan sheets to be included in the submittal include the following:
  - Cover Sheet
  - General Note Sheets
  - Roadway Construction and Removal Sheets
  - Pavement Marking & Signing Sheets
  - Traffic Signal Modification Sheet
  - Traffic Signal Wiring Sheet
- b. *Final Plans* – FHU shall prepare a final plan set in accordance with City of Omaha standards and specifications. This includes, but is not limited to, the following sheets:
  - Cover Sheet
  - Summary of Quantities Sheet
  - General Notes Sheet
  - Detail Sheets
  - Construction Phasing Sheets (if needed)
  - Roadway Construction and Removal Sheets
  - Pavement Marking & Signing Sheets
  - Traffic Signal Modification Sheet
  - Traffic Signal Wiring Sheet

FHU shall prepare and submit all drawings, special provisions, and cost estimate, to the City's Project Manager for the final review. Upon City acceptance of the final plans, FHU shall prepare and submit the bid package to the City's Project Manager. The bid package will include sealed drawings, sealed special provisions, and an engineer's estimate.

- c. *Quality Assurance & Quality Control (QA/QC)* – FHU will perform quality control checks prior to any design submittal on the project. QA/QC check will be conducted in accordance with our total quality management plan.

- d. *Cost Estimates* – FHU shall prepare a detailed cost estimate for the improvements at the 60% and Final submittals.
- e. *Special Provisions* – FHU will submit Special Provisions (if necessary) with the plan submittal.

*Assumptions:*

- All plans and specifications for the improvements will be prepared in accordance with City of Omaha standard plans/specifications.
- City will provide as-builts of existing roadway network and traffic signal.
- No survey is anticipated for this project. Plans will be drawn from an aerial.

Task 5 – Bidding Phase & Contract Documents

- a. *Shop Drawing Review* – FHU will review and approve shop drawings for the project.
- b. *Contract Document* – FHU shall prepare the necessary contract documents through the City of La Vista for the project.

## Project Schedule

Upon receipt of a signed agreement, FHU will begin working on this assignment. Upon notice to proceed, FHU will schedule a kick-off meeting which would be anticipated for the week of November 16, 2020. This meeting may occur by video or conference call. The proposed project schedule from this project is shown below:

MILESTONE	DATE
Agreement Approved	November 16, 2020
Kick-off Meeting	week of November 16, 2020
60% Design	December 2020
Final Design	January 2021
Bid Letting	TBD
Construction	TBD

## Project Fee Estimate

We propose to conduct these services on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

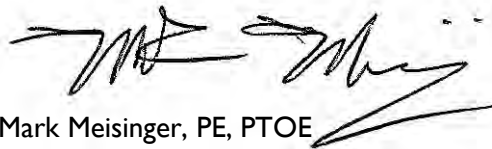
Principal	\$ 220.00/Hour	Engineer II	\$ 115.00/Hour
Associate	\$ 210.00/Hour	Engineer I	\$ 105.00/Hour
Engineer V	\$ 175.00/Hour	Sr. Designer	\$ 160.00/Hour
Engineer IV	\$ 155.00/Hour	Admin	\$ 90.00/Hour


At these standard hourly rates, we have estimated that the above scope could be completed for a maximum budget of **\$11,900**. A detailed fee estimate (Exhibit A) and a copy of our 2020 standard rate sheet (Exhibit B) are attached. This amount would be established as a "not to exceed" limit beyond which no charges could be made without the City's prior written approval. Should NTP be granted after December 31, 2020, the 2020 standard rates will remain valid.

We appreciate the opportunity to provide these services to the City of La Vista and look forward to assisting you. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client acknowledges the attached Letter Agreement Standard Provisions (Exhibit C). Please return a signed copy of this contract proposal for our files. If you have any questions, please contact Mark Meisinger at 402.445.4405 or email at [mark.meisinger@fhueng.com](mailto:mark.meisinger@fhueng.com).

Sincerely,

**FELSBURG HOLT & ULLEVIG**

  
Mark Meisinger, PE, PTOE  
Principal

  
Adam Denney, PE, PTOE  
Project Manager

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachments**

- EXHIBIT A - Detailed Fee Estimate*
- EXHIBIT B - 2020 Standard Rates Sheet*
- EXHIBIT C - Letter Agreement Standard Provisions*

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# 114th and Giles Road Intersection Improvements

## La Vista, NE

Detailed Fee Estimate



**EXHIBIT A**

11/6/2020

### Work Hours By Task

TASKS	PR	PM	Engr. IV	Engr. III	Engr. II	Engr. I	Sr. Designer	Admin.	Total
Task 1 - Project Management									
a Project Management		4						2	6
b QA/QC	2								2
Task 2 - Meetings									
a Progress Meetings (2)	2	4							6
Task 3 - Traffic Engineering									
a Signal Modifications		2	2		4		4		12
b 24-hr Count & Flash					2	2			4
c Signal Timings		4				2			6
Task 4 - Design Plans									
a 60% Plans		2	2	2			4		10
b Final		2		2			2		6
c QA/QC	2								2
d Cost Estimates					2				2
e Special Provisions	2	2							4
Task 5 - Bidding Phase & Contract Documents									
a Shop Drawing Reivew	2	2							4
b Contract Documents		2							2
<b>TOTAL HOURS</b>	<b>10</b>	<b>24</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>10</b>	<b>2</b>	<b>66</b>
Billing Rate	\$220.00	\$175.00	\$155.00	\$130.00	\$115.00	\$105.00	\$160.00	\$90.00	
<b>TOTAL FEE</b>	<b>\$2,200</b>	<b>\$4,200</b>	<b>\$620</b>	<b>\$520</b>	<b>\$920</b>	<b>\$420</b>	<b>\$1,600</b>	<b>\$180</b>	<b>\$10,660</b>

### DIRECT PROJECT EXPENSES

ITEM	QUANTITY	UNIT PRICE	MARK UP	
Mileage	40	Miles \$0.575	1.1	\$25
Printing (11x17)	100	Sheets \$0.12	1.1	\$13
Postage/Shipping/Misc.				\$101
Traffic Count (1-24 hour)	1	Lump Sum \$1,000.00	1.1	\$1,100
<b>TOTAL DIRECT PROJECT EXPENSES</b>				<b>\$1,240</b>

MAXIMUM AMOUNT PAYABLE

**\$11,900**

## 2020 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

### Staff Rates

Principal III .....	\$270
Principal II .....	\$240
Principal I .....	\$220
Associate .....	\$210
Sr. Bridge Engineer .....	\$195
Bridge Engineer V .....	\$175
Bridge Engineer IV .....	\$155
Bridge Engineer III.....	\$130
Bridge Engineer II.....	\$115
Bridge Engineer I.....	\$110
Sr. Engineer .....	\$195
Engineer V .....	\$175
Engineer IV .....	\$155
Engineer III.....	\$130
Engineer II.....	\$115
Engineer I.....	\$105
Sr. Environmental Scientist/Planner.....	\$190
Environmental Scientist/Planner V.....	\$175
Environmental Scientist/Planner IV.....	\$155
Environmental Scientist/Planner III.....	\$130
Environmental Scientist/Planner II.....	\$115
Environmental Scientist/Planner I.....	\$105
GIS Manager.....	\$190
GIS Specialist V.....	\$170
GIS Specialist IV.....	\$155
GIS Specialist III.....	\$130
GIS Specialist II.....	\$115
GIS Specialist I.....	\$105
Sr. Transportation Planner .....	\$190
Transportation Planner V .....	\$170
Transportation Planner IV.....	\$155
Transportation Planner III.....	\$130
Transportation Planner II.....	\$115
Transportation Planner I.....	\$105
Lead ITS Specialist .....	\$200
CADD Manager .....	\$190
Sr. Bridge Designer.....	\$185
Lead Designer.....	\$180
Sr. Designer/Project Technician.....	\$160
Designer V/Project Technician V.....	\$145
Designer IV/Project Technician IV.....	\$135
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100
Designer I/Project Technician I.....	\$90

Sr. Construction Technician.....	\$140
Construction Technician V.....	\$130
Construction Technician IV.....	\$115
Construction Technician III.....	\$100
Construction Technician II.....	\$90
Construction Technician I.....	\$75
Intern I.....	\$55
Graphic Design Manager.....	\$150
Graphic Design Specialist V.....	\$140
Graphic Design Specialist IV.....	\$135
Graphic Design Specialist III.....	\$120
Graphic Design Specialist II.....	\$105
Graphic Design Specialist I.....	\$90
Marketing Manager.....	\$150
Marketing Specialist.....	\$115
Systems Administrator.....	\$120
Sr. Administrative Assistant.....	\$115
Administrative.....	\$90

### Other Direct Costs

#### Plots

Bond.....	\$0.31/sq ft
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#### Prints

Black and White.....	\$0.12/print
Color.....	\$0.19/print

#### Presentation Boards

Bond Foam Core Mounted.....	\$1.51/sq ft
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#### Travel

Mileage.....	\$0.575/Mile
	(or current allowable Federal rate)
Truck (Construction).....	\$45.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

#### Other Miscellaneous Costs

Courier/Postage.....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

## Letter Agreement Standard Provisions

### A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

### B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

### C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

### D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

### E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

### F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

### G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

### H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

### I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

### J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,



representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

#### **K. GOVERNING LAW**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

#### **L. SUCCESSORS AND ASSIGNS**

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

#### **M. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

#### **N. NOTICES**

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

#### **O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY**

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FIVE-YEAR TREE MANAGEMENT PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared to approve the Five-Year Tree Management Plan which shall constitute the official Comprehensive City Tree Plan for the City of La Vista.

**FISCAL IMPACT**

The Budget will include \$10,000. each year for this program.

**RECOMMENDATION**

Approval.

**BACKGROUND**

It is identified in the City’s Municipal Code §32.07 that the Park & Recreation Advisory Committee is responsible for developing, updating annually, and administering the Comprehensive City Tree Plan for the City of La Vista. The Plan will be reviewed each year by the Park and Recreation Advisory Committee and presented to the City Council for acceptance.

The Park and Recreation Advisory Committee approved the Five-Year Tree Management Plan at their October 21, 2020 meeting.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE FIVE-YEAR TREE MANAGEMENT PLAN FOR THE CITY OF LA VISTA AS SUBMITTED BY THE PARKS SUPERINTENDENT.

WHEREAS, the Parks Superintendent has revised and updated the City of La Vista Five-Year Tree Management Plan; and

WHEREAS, the La Vista Parks and Recreation Advisory Committee has reviewed the Five-Year Tree Management Plan for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Five-Year Tree Management Plan shall constitute the official Comprehensive City Tree Plan for the City of La Vista;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the Five-Year Tree Management Plan as submitted by the Parks Superintendent and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

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

ATTEST:

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



# **Five-Year Tree Management Plan**

## **Comprehensive City Tree Plan**

## **Executive Summary**

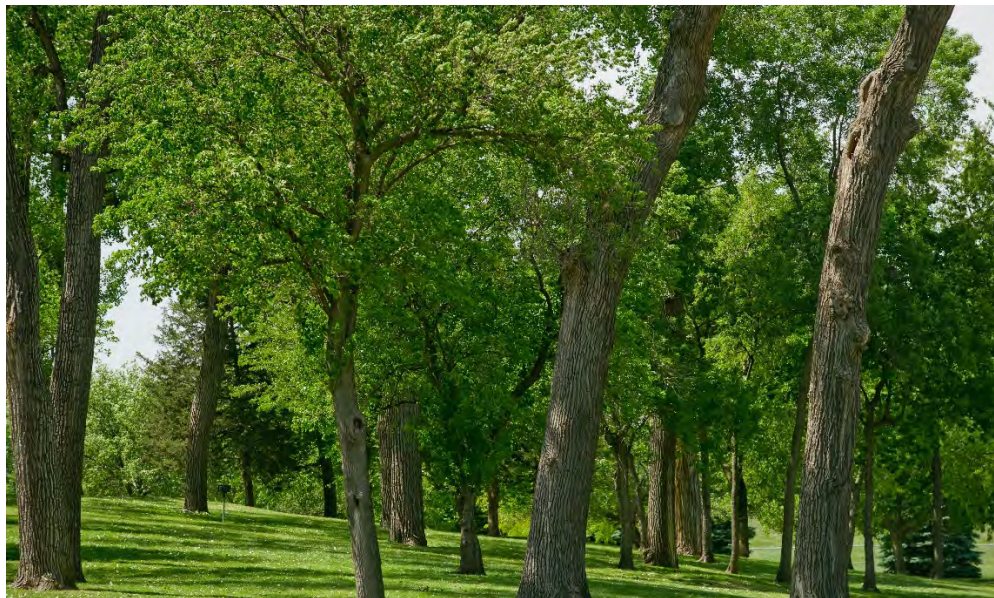
The City of La Vista, Nebraska is a thriving municipality that combines beautiful neighborhoods, parks, and recreational opportunities to create an attractive community in which to live, work, and play. The economic health of the City relates to the ability of its municipal government to supply its citizens and visitors with the efficient services, safe public spaces, and properly maintained infrastructure. Trees are an integral asset within La Vista and with the proper care and planning will continue to appreciate in value.

Trees provide significant economic, functional, and structural benefits to the community that helps to improve the quality of life within the City. When properly maintained, trees return overall benefits and value to the community far in excess of the time and money invested in them for planting, pruning, protection, and removal.

The City performed a study in 2011 on all of the park, trail, and right of way trees. The City will begin to evaluate the current conditions and update the inventory to establish an effective planning and management program for this valuable resource. Since the parks receive many visitors throughout the year, it is important to conduct inspections of these trees to ensure they are structurally sound. This document will review steps involved to evaluate current conditions as well as explore future management options for La Vista's park, trail, and right of way trees.

## **Importance of the Urban Forest**

Trees are a significant component of La Vista's urban environment. The public trees are an integral part of the City's infrastructure, no less so than so than streets, utilities, buildings, and sidewalks. Unlike other infrastructure components, the tree population, when properly cared for, will actually increase in value as the trees mature over time.



Central Park

Trees return overall benefits and value to the community far in excess of the time and money invested in them for planting, pruning, protection, and removal. Their shade and beauty contribute to the City's quality of life and soften the hard appearance of man-made structures and streets, moderating harsh urban conditions. Trees help stabilize soils by controlling wind and water erosion, and they also provide shade that can help reduce energy costs. Trees reduce noise levels, cleanse air of pollutants, produce oxygen, and absorb carbon dioxide. Additionally, they provide significant economic benefits by increasing real estate values, improving the setting in which to conduct business activities, and enhancing the aesthetic appeal of the City.

The City has recognized these benefits and realized the need to protect this investment by implementing a comprehensive urban forest management program for its trees. An urban forest management program begins with a tree inventory that outlines important information and attributes about the City's trees. Information obtained from the park tree inventory will be used to compose the Tree Management Plan.

## **Statement of Purpose**

The purpose of the Tree Management Plan is to provide a five-year plan of action for the inventoried tree population throughout the City. The inventory and assessment draw immediate attention to problems and provides the basis for designing a long-term management plan. The management plan provides guidelines for the future, which allows for effective use of tree care funds, and allows for more accurate budget projections.

## **Scope**

This document provides a comprehensive action plan for La Vista's inventoried park tree population. This plan includes a previous analysis of the inventoried tree population, their individual maintenance recommendations, as well as long-range management recommendation for the entire tree population. It discusses the findings of the tree inventory performed by the Nebraska Forest Service along with our arborist and staff. The scope of this discussion includes:

- A systematic approach of the City's current state
- A selection of goals to be accomplished with the Tree Management Plan
- A summary and analysis of the tree inventory
- A description of tree species
- An analysis of the general conditions of the inventoried trees
- Recommendations for specific maintenance needs for each tree including the pruning and removal of trees to reduce potential safety risks, as well as developing an annual pruning program
- Any budget modifications needed to accommodate the Tree Management Plan

## Process

In order to start developing a plan, there is some information that needs to be laid out before that process begins. Asking the following questions, the City can deliver that information and begin planning.

- What do we have?
- What do we want to achieve?
- How do we get there?

To assess the sustainability of the City's urban forest, specific indicators were separated into three categories – The Trees, The Community, and The Management.

These indicators are used to identify areas of improvement and evaluate performance levels across multiple levels of urban forest management. They serve as a gauge of the current state as well as how to plan future progress. The following diagram shows what will be evaluated under these indicators.

The Trees	The Community	The Management
Tree Inventory Numbers	Neighborhood Involvement	Tree Inventory
Size and Age Distribution	Green Industry Involvement	Equitable Distribution
Conditions of Inventory	Utility Engagement	Management Plan
Species Diversity	Public Awareness	Risk Management Program
	City Department/Agency Involvement	Planting Program
		Funding
		City Staffing and Equipment

## Indicators of Sustainable Urban Forest: The Trees

Indicators of a Sustainable Urban Forest	City of La Vista Today	Suggested Objective
Tree Inventory Numbers	Inventory completed in 2011 and needs to be updated to current conditions	Establish an accurate and complete tree inventory that contains species and tree count
Size and Age Distribution	Data was completed in 2011 and needs to be updated	Establish a genetically diverse population of trees across the entire City; tree population should contain no more than 30% of any family; sizes should be classified by diameter: 0-8",9-17"18-24", over 24"
Conditions of Inventory	Data was completed in 2011 and needs to be updated	Establish a detailed understanding of tree condition and potential risk
Species Diversity	Data was completed in 2011 and needs to be updated	A genetically diverse population use native species where possible and practical as well as not contain more than 30% of one family

The four indicators in the previous table focus on the trees themselves as a part of the urban forest. The City had an inventory assessment completed in 2011. The inventory represents the conditions in 2011 and needs to be updated throughout the City. The lack of an updated tree inventory means there is not sufficient information on the condition of the public trees (size/age, condition, species diversity). This information is the basis on which many of the decisions about public tree management are made. By updating the inventory, a sustainable and effective tree management plan can be created. Currently, the City is operating on a reactive tree care plan not a proactive one.

The diversity of species, size distribution, and proper placement of trees through the City are predictors of the future tree canopy. Poor species selection, planting practices, and inadequate growing space translates to short-lived, high-maintenance trees. Species diversity also involves planting native trees where appropriate and avoiding planting known invasive trees identified by state and federal government.

A lack of accurate information makes it difficult to make solid, data-driven management decisions. The City of La Vista is missing information on several of the indicators in the tree category. Obtaining this missing information will allow the City to better prepare an accurate tree management plan moving forward.

### Indicators of a Sustainable Urban Forest: The Community

Indicators of a Sustainable Urban Forest	City of La Vista Today	Suggested Objective
Neighborhood Involvement	Some groups are engaged, but no unified goals are set	Citizens understand, cooperate, and participate at the neighborhood level
Green Industry Involvement	Some involvement is in place, but those are not truly identified with programs in place	Industry partners understand citywide goals and objectives to capitalize on local experience
Utility Engagement	Utilities have engaged in the City's urban forestry efforts and projects	Utilities are aware and cooperate to advance citywide urban forest goals and objectives
Public Awareness	Trees are generally recognized as important and beneficial, but some are seen as a nuisance and a problem	The general public understands the benefits of trees and advocates for the role and importance of trees in the urban forest

The four indicators above focus on the Community and the people involved in managing an urban forest. Many groups have a stake in the success of the City's urban forest. The full resources of these groups have not been fully-maximized for the success of the City's tree management plan. The management plan will need to bring these individuals and agencies together to work towards a unified vision.



The City has multiple departments that influence the urban forest, but the coordination between those departments lacks that vision. The utility companies and green industry have been used in the past. Although without a clear City management plan, it has been on an as needed basis.

The general public can view trees as a good or bad thing. The bad is usually attributed to the lack of education on the benefits of trees in their environment. The good do not get mentioned much because the public takes these for granted. Overcoming these perceptions and staying in front of them will help the public promote the City's vision of an urban forest.

The City of La Vista is at a moderate level of performance when based on engagement, education, and cooperation. With a unified vision and cooperation, an effective partnership with the community can be a great asset.

### Indicators of a Sustainable Urban Forest: The Management

Indicators of a Sustainable Urban Forest	City of La Vista Today	Suggested Objective
Tree Inventory	Data from 2011 has not been updated and is inaccurate and now outdated	Comprehensive, GIS-based, current inventory of all public trees to guide management; processes are in place to keep data current and available for use
Equitable Distribution	The tree canopy and management are not equitable across the whole City and neighborhoods	Ensure that the benefits of tree canopy are available to all, especially for those most affected by these benefits
Management Plan	No formal written plan exists; the City's public tree management program is largely reactive	Existence of a comprehensive urban forest program plan to achieve citywide goals; re-evaluation is every 5 years
Risk Management Program	Request-based, reactive system and condition of publicly owned trees is unclear	All publicly owned trees are managed for public safety by way of maintaining the inventory, conducting inspections, and eliminating hazards
Planting Program	Tree planting is replacement-based; no plan is in place on an annual basis	Tree planting is driven by tree inventory goals, equity consideration, and other priorities according to the plan; tree planting and establishment is outlined in the management plan
City Staffing and Equipment	A complete team with a certified arborist and professional support staff; vehicles and equipment are sufficient to complete required work	Adequate staff and access to the equipment and vehicles to implement the management plan
Funding	Funding is for reactive work and small-scale planting; grants are used to help supplement costs	Appropriate funding in place to fully implement a comprehensive urban forest management plan

The seven indicators in the previous table are for the management approach to the trees in the City's urban forest. The City has a tree inventory, some tree protection practices, and a certified arborist on staff. However, the inventory data is out of date and not utilized. Tree protection practices need to become policies, and our arborist needs a vision and a plan. The tree maintenance program needs to be created so that it reflects immediate pruning, removal, and planting needs based on the updated tree inventory analysis.

Funding for the City's urban forest program needs to be identified and created based on the management plan created. The lack of dependable inventory data makes funding the tree management plan extremely difficult. An inventory is the foundation of a city's tree management plan, risk management program, tree maintenance program, and planting program. Without comprehensive data on the condition of the City's public trees, the City is exposed to a risk of liability, and the protection of public safety is weak.

Equity issues need to be addressed using the current and updated tree inventory. Identifying the gaps between areas that are receiving the benefits from a higher canopy and those areas that are not is a key component to establishing a balanced equity through the City.

A tree ordinance is in place. The ordinance includes some tree preservation and protection but needs to be updated to ensure it coincides with the City's tree management plan.

The need for the trees and the benefits they provide is clear once the City of La Vista's urban forest has been fully assessed. The City can take the next step and look ahead and identify the vision for the future.



Arbor Day Celebration

## Goals

The tree management plan intends to achieve the following goals:

- To gain an overall understanding of the inventoried park tree population in terms of species, diversity, and health
- To update and analyze the 2011 tree inventory
- Establish a clear vision of the future of the City's tree population
- Evaluate the data so a plan of equity and canopy distribution is met
- Develop a plan for risk management protocol
- Establish a yearly planting program
- Establish a cyclical tree pruning and maintenance program
- Use inventory data to develop a tree removal and replacement plan
- Use tree inventory management software in cooperation with the Nebraska Forest Service for the daily maintenance of the City's tree inventory
- Establish a yearly tree training program for our licensed arborist as well as supporting staff
- Facilitate and grow partnerships with local and regional groups and companies to help carry out the City's tree management plan
- Continue to build a strong public educational and social media program to achieve urban forest preservation and growth

# The City of La Vista's Five-Year Tree Management Plan

The following activities will be detailed out and will summarize the Five-Year Tree Management Plan for the City. The activities coincide with the goals laid out in the beginning of this document.

- Tree Inventory Update
- Risk Management (Severe and High-Risk Recommendations)
- Routine Pruning Program
- Young Tree Training Program
- Tree Planting Program
- Five-Year Plan with Budget
- Public Relations
- Training and Support

## Tree Inventory Update Plan

### Year 1:

- Work with the Nebraska Forest Service to help facilitate the update of the City's tree inventory
- Understand and learn the Tree Plotter software to be used when updating the inventory
- Organize and begin the update of the tree inventory

### Year 2:

- Finish the update of the tree inventory in Tree Plotter

### Years 3-5:

- Move to a routine update of the inventory using Tree Plotter software

## Risk Management Plan

### Year 1:

- Continue with the management of the trees as the City has done using visual cues and citizen requests to handle severe or high-risk trees
- As inventory gets updated, organize data to identify severe and high-risk trees

### Year 2:

- Complete the risk assessment and develop a management plan for Years 2-5

### Year 3:

- Complete all severe and high-risk maintenance recommendations from the risk analysis

### Years 4-5:

- Continue to update the risk analysis and stay on top of any severe and high-risk trees that may evolve

## **Pruning Program**

Routine pruning is an activity that should take place on a cyclical basis for the tree population after all the severe and high-risk tree activities have been completed. Through the Routine Pruning Program, notes can be made on certain trees so that the City can make decisions on damaged or declining trees. The Pruning Program will be broken into to Routine Pruning and the Young Tree Training Program. The Young Tree Training Program will target 50-75 trees per year, while the Routine Pruning Program will target 150 trees per year.

### **Year 1:**

- Begin Young Tree Training Program on newly planted and immature trees as the tree inventory is being updated, pruning 50 trees

### **Year 2:**

- Continue on the Young Tree Training Program while all severe and high-risk pruning is being completed, pruning 50 trees

### **Year 3:**

- Implement the routine pruning program that includes cyclical maintenance for the tree population; set a goal of 150 trees a year to be pruned based on a plan working from one end of the City to the other

### **Years 4-5:**

- Continue Young Tree Training and Routine Pruning Programs as new plantings are added

## **Tree Planting Program**

### **Year 1:**

- Develop an annual Tree Planting Plan based on needs of the City and future projects
- Replace trees as removals are done as the site and conditions require

### **Years 2-5:**

- Implement annual Tree Planting Plan with the goal of working toward a balanced ratio of young and mature trees

## **Public Relations**

### **Year 1:**

- Present the Five-Year Tree Management Plan to the City Council and Parks and Recreation Advisory Committee
- Work with Parks and Recreation Advisory Committee and Community Relations Coordinator to establish some goals for communicating with the public
- Continue with Arbor Day Celebration
- Adopt the Commemorative Tree Program

- Continue to apply for Tree City USA

#### **Years 2-5:**

- Continue with public communications
- Continue with Arbor Day Celebration
- Continue to apply for Tree City USA
- Yearly update to Council and Parks and Recreation Advisory Committee on status of Five-Year Tree Management Plan

### **Training and Support**

#### **Years 1-5:**

- Continue training and support of staff arborist including seminars and education: NTA Conference, PGMS, Tree Workshops, NAA
- Tree Plotter software
- Review equipment and resources and update accordingly

### **Evaluating and Updating This Plan**

This Plan intends to provide the City of La Vista with management guidelines for the next five years. In order to measure the effectiveness of the plan, an evaluation method should be followed. Specific accomplishments are measured in comparison to the plan's goals and recommendations. These include:

- Evaluate the number of trees pruned annually to match the goal of the Five-Year Tree Management Plan
- Annually compare the number of trees planted to the desired number of plantings and number of removals per year
- Annually evaluate the species of trees being planted to ensure species diversity
- Annually assess urban forestry education and training programs and determine what programs are successful and need to be continued
- Update overall plan with the individual plans and details as they are generated

The annual evaluation of the progress of the above components of the plan for La Vista to make the appropriate adjustments in the areas that are not meeting the stated goals.

### **Summary and Conclusions**

La Vista's tree population adds to the beauty and quality of life for the citizens who live and visit the community. The City's overall condition was good in 2011, but should strive to improve and update the condition of the urban forest. As the trees get older, they become unable to handle the stresses of an urban environment. These stresses will cause the trees to decline if a proper management plan is not in place. This document has presented and reinforced the following goals for which the Five-Year Tree Management Plan will be outlined.

- Understand the inventoried public tree population and how it is composed. Use Tree Plotter software to organize and manage the data. Species diversity is a key component to the overall diversity of the future. This will help avoid potential catastrophic tree losses due to disease or insect infestations.
- Evaluate the condition of the inventoried tree population. Site conditions and local climate will influence the general health of the tree population. Controlling the decline, removal, and replacement of the tree population is the ultimate goal of the public tree management process.
- Identify trees that are a severe or high-risk. Understanding the risk rating of a tree is a very important part of tree management. This system allows managers to prioritize work and attend to the trees that need immediate attention. Our arborist will be able to utilize and continue the City's risk assessments moving forward.
- Initiate and establish a tree pruning and removal program that helps eliminate the severe and high-risk trees in the future. Using the risk assessment data, a program will be established to develop a pruning program that focuses on the low-risk trees to keep them from becoming a higher risk later in the tree's life.
- Establish a routine pruning program for all established trees in the City. Once all of the severe and high-risk trees are pruned, the City will initiate a routine program. This program will focus on all the trees in the City on a cyclical basis.
- Establish a young tree training program for all newly planted and immature trees. A program will be developed to train all young trees on a three-year rotation. Training these young trees will help structural problems and potential hazards in the future.
- Continue a strong public educational program that promotes the value of the trees and tree care. Social media, Arbor Day, and articles in City publications are the ways to help support this program.
- Update and review the City's tree ordinance. Every five years, the City should review and update the ordinance to make sure the City's tree resources are protected and tree-related problems do not occur. Review with staff on the enforcement and details of the tree ordinance.

# The City of La Vista's Tree Inventory

## Summary

The urban forest in La Vista is a complex system of trees which all have individual conditions and maintenance needs. Understanding this system is important for proper decision-making regarding species selection and tree care practices. The City was inventoried in August 2011 in cooperation with the Nebraska Forest Service. The information from that inventory will provide a basis of data to begin the process of planning and management. The information collected during that report include:

- Species Composition and Diversity
- Size Class Distribution
- General Health and Condition
- Tree Maintenance Recommendations
- Tree Inventory Concerns

Analyzing this information can forecast trends, anticipate maintenance, facilitate budgeting, and develop long range planning.

The 2011 report identified certain characteristics that include species, diameter at breast height (DBH), condition, and location. These characteristics are important in identifying the composition, health, and age of the City's urban forest. The following sections will detail these characteristics as they were in 2011 and provide a guide to update those in the Five-Year Tree Management Plan.

## Species Composition and Diversity

The City of La Vista's tree inventory includes 2,840 trees represented by 61 different species. The top ten species inventoried were crabapple, ash, honeylocust, spruce, maple, prunus, red maple, pear, Norway maple and silver maple species. Of these species, crabapple, honeylocust, ash and spruce species were very near 10% of the total urban forest. As a rule, no single species should represent more than 10% of the community's tree resource. These four species represent 50% of all the trees in the community. When tree species exceed the 10% threshold, it increases the potential impact of insect and disease issues. The following table illustrates the species type and number of those species in the community.

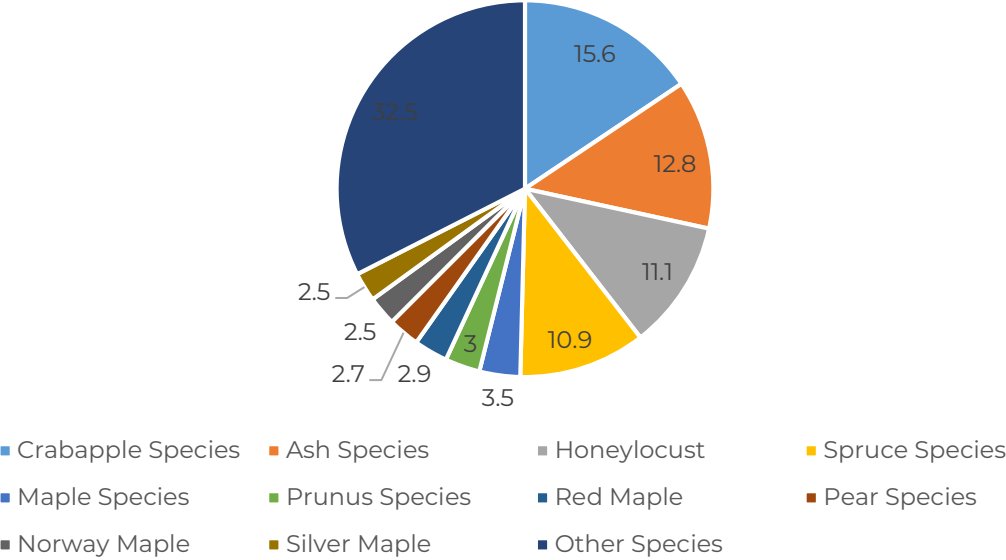
Species	Number of Trees	Percentage
<b>Deciduous Large</b>	<b>Total of Trees in Inventory</b>	<b>Total Percentage of Inventory</b>
Maple Species	98	3%
Red Maple	83	2.9%
Silver Maple	71	2.5%
Northern Hackberry	61	2.1%
Eastern Cottonwood	60	2.1%
American Basswood	60	2.1%
Northern Red Oak	33	1.1%



Sugar Maple	29	1%
American Sycamore	16	.05%
Walnut Species	15	.05%
Pin Oak	15	.05%
Elm Species	13	<.05%
Kentucky Coffee Tree	12	<.05%
American Elm	11	<.05%
Bur Oak	9	<.05%
English Oak	9	<.05%
Northern Catalpa	6	<.05%
White Oak	6	<.05%
Shingle Oak	3	<.05%
Tree of Heaven	2	<.05%
Poplar Species	2	<.05%
Quaking Aspen	2	<.05%
Chinkapin Oak	2	<.05%
Sweetgum	1	<.05%
Tulip Tree	1	<.05%
<b>Deciduous Medium</b>		
Ash	363	12.7%
Honeylocust	316	11.1%
Norway Maple	72	2.5%
Swamp White Oak	70	2.5%
Siberian Elm	61	2.1%
River Birch	43	1.5%
Littleleaf Linden	34	1.1%
Willow Species	12	<.05%
Boxelder	10	<.05%
Ginkgo	5	<.05%
Sawtooth Oak	4	<.05%
Broadleaf Deciduous Med	3	<.05%
Birch Species	1	<.05%
<b>Deciduous Small</b>		
Crabapple	442	15.5%
Prunus Species	86	3%
Pear Species	78	2.7%
Mulberry	46	1.6%
Hawthorn Species	15	<.05%
Serviceberry Species	12	<.05%
Eastern Redbud	9	<.05%
Broadleaf Deciduous Small	5	<.05%
Russian Olive	2	<.05%
Goldenrain Tree	1	<.05%
Mountain Ash	1	<.05%

Broadleaf Evergreen Large		
Southern Magnolia	3	<.05%
Spruce Species	309	10.8%
Eastern White Pine	66	2.3%
Scotch Pine	58	2%
Fir Species	18	.06%
Ponderosa Pine	18	.06%
Bald Cypress	5	<.05%
Northern White Cedar	3	<.05%
Conifer Evergreen Large	1	<.05%
Austrian Pine	35	<.05%
Pine Species	4	<.05%
Juniper Species	9	<.05%
Total Trees	2840	

**Distribution of Public Trees in the City**



## Species Size Class Distribution

All tree species have different lifespans and mature at different rates. One tool for measuring a tree's age is using the diameter at breast height method (DBH). The DBH of a tree cannot assume the actual age of a tree, but general classifications of size can be derived by measuring the DBH. Each individual tree can be placed in a size class, which can help describe general characteristics of the City's tree population. The breakdown of the 2011 diameter and size classification is in the following table.

Species	0-3	3-6	6-12	12-18	18-24	24-30	30-36	36-42	>42
Maple Species	27	32	37	2					
Red Maple	18	52	11	2					
Silver Maple	4	7	13	11	11	13	7	4	1
Northern Hackberry	18	17	23	1	1				1
Eastern Cottonwood	1		1	7	9	14	14	8	6
American Basswood	8	10	30	10	2				
Northern Red Oak	9	5	17	2					
Sugar Maple	12	9	8						
American Sycamore	4	4	4	1	1		1	1	
Walnut Species	0	0	7	4	3		1		
Pin Oak	2	2	7	4	3		1		
Elm Species	11	1	1						
Kentucky Coffee Tree	3	2	6			1			
American Elm		1	2	4	1	3			
Bur Oak	3	3	3						
English Oak			8	1					
Northern Catalpa	1		2	1	2				
White Oak		2	4						
Shingle Oak		2	1						
Tree of Heaven			1	1					
Poplar Species					2				
Quaking Aspen		2							
Chinkapin Oak	1		1						
Sweetgum				1					
Tulip Tree					1				
Ash	58	135	127	26	13	4			
Honeylocust	26	110	155	18	6	1			
Norway Maple	15	25	28	4					
Swamp White Oak	33	23	14						
Siberian Elm		5	13	18	14	10	1		
River Birch	3	17	21	1	1				
Littleleaf Linden		9	15	6	3	1			
Willow Species			2	1	2	6			
Boxelder			2		4	1	2	1	
Ginkgo	1	3	1						
Sawtooth Oak		4							

Species	0-3	3-6	6-12	12-18	18-24	24-30	30-36	36-42	>42
Broadleaf Deciduous Med	1		2						
Birch Species		1							
Crabapple	149	208	70	12	1	2			
Prunus Species	54	15	8	5	2	1	1		
Pear Species	8	19	45	5		1			
Mulberry		5	15	13	8	2	3		
Hawthorn Species	4	11							
Serviceberry Species	9	1	2						
Eastern Redbud	4	4	1						
Broadleaf Deciduous Small	5								
Russian Olive			1	1					
Goldenrain Tree			1						
Mountain Ash			1						
Southern Magnolia	2	1							
Spruce Species	111	71	102	22	3				
Eastern White Pine	10	32	22	2					
Scotch Pine	2	9	40	6	1				
Fir Species	6	1	9	2					
Ponderosa Pine	0	1	3	11	3				
Bald Cypress	3	2							
Northern White Cedar	3								
Conifer Evergreen Large		1							
Austrian Pine	1	1	16	15	2				
Pine Species		4							
Juniper Species			4	5					

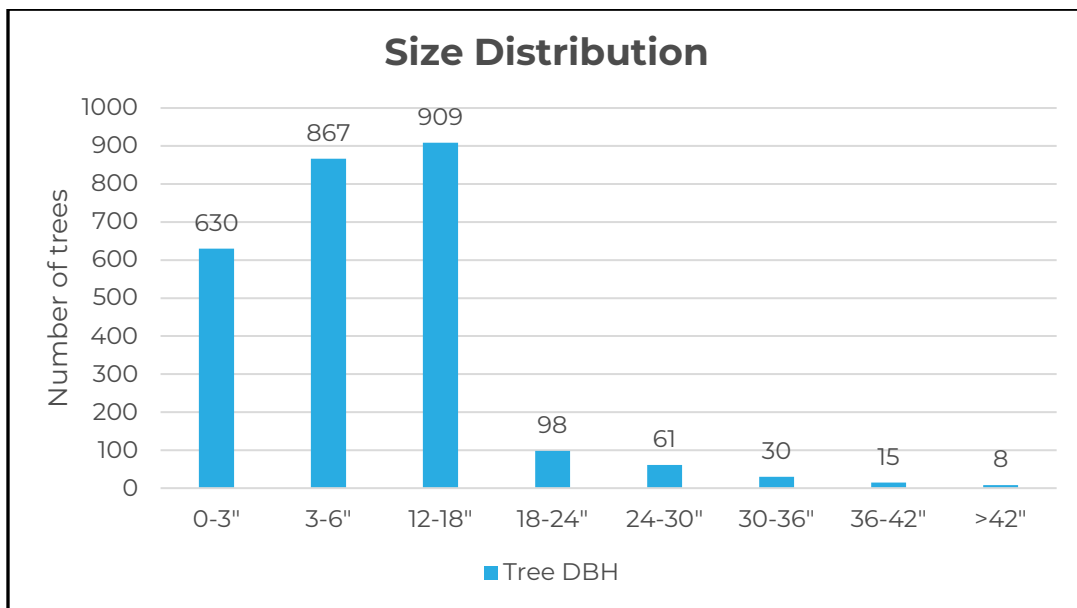
The ideal industry standard for the distribution of tree ages should be 40:50:10. This is reflecting the percentage of trees in each size group and representing a uniform range of trees from young, to mature, to over-mature. The City of La Vista's ratio as of the 2011 inventory was 52:43:5, which reflects a young urban forest resource. Approximately 53% of all trees are less than 6 inches in diameter, 42% are between 7 and 24 inches in diameter, and 5% over 24 inches. These percentages represent a recent tree planting effort over the past few decades and should be continued to help balance the age distribution across the City.

As of the 2011 study, the number of small (young) trees is 52%, which is higher than the 40% of industry standard. Of that 52%, 20% of the young trees are ash and crabapple. The ash trees still may succumb to the Emerald Ash Borer (EAB) before they reach maturity. If those ash trees succumb to EAB, then replacing them may not be the best thing to help reduce that number to the ideal 40%. The young trees should be properly pruned to encourage good growth habits and minimize future maintenance. By maintaining the population of small sized trees, this ensures a healthy urban forest to replace older, larger trees.

Approximately 43% of the tree inventory is medium-sized (mature) trees with a DBH of 7-24 inches. As of 2011, the percentage of these trees falls just below the 50% industry standard. Properly caring for the young trees ensures the chances of allowing this class to reach the 50%.

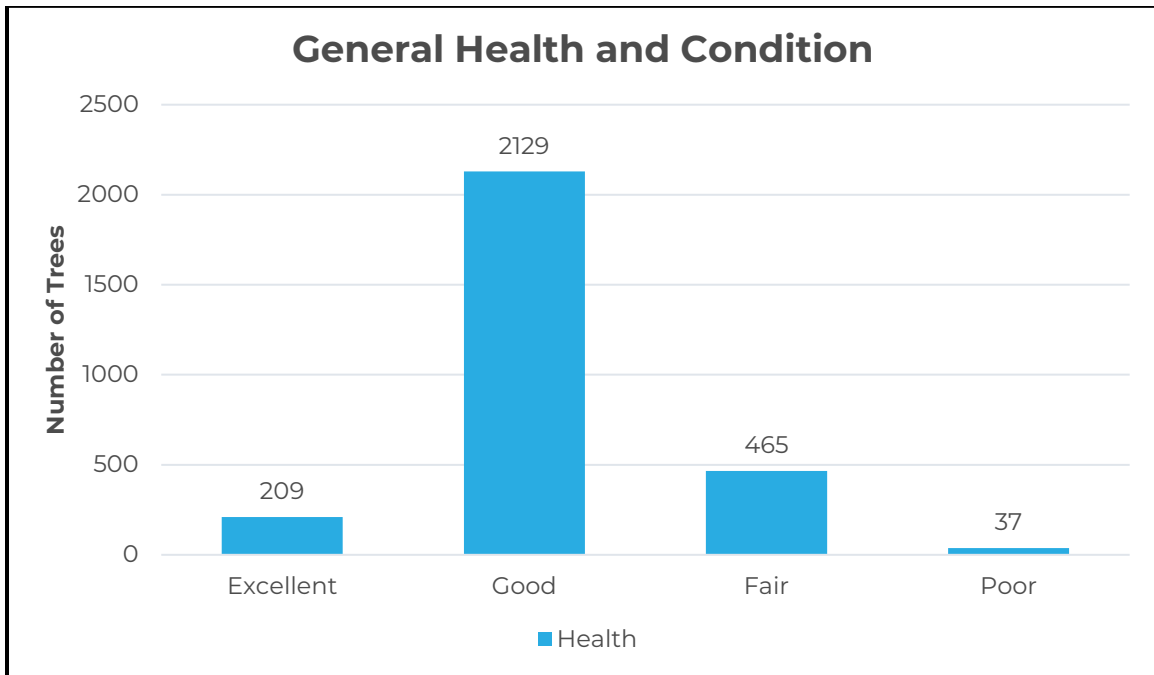
Large trees (over-mature) that are greater than a DBH of 24 inches are only 5% of the City's tree inventory. The inventory had 98 trees that are in the 18-24 inch range. As the inventory is updated, some of these trees may have grown into the 24 inches and greater. This will help raise that 5% to closer to the 10% that is industry standard. These large trees are the most important and provide the greatest amount of benefits in the urban forest.

Future planning for trees to be planted in the City will require careful consideration of species selection. The species composition of the small size class should be composed of both large-growing and long-lived species. Achieving species diversity among all size classes will help maximize planting space and promote aesthetic benefits such as spring flowers and fall colors. The greater care a tree receives the greater potential for that tree to reach maturity, stay healthy, and be a benefit to the City.



## General Health and Condition

The health of tree is evaluated using several factors, including root characteristics, the trunk, branch structure, the canopy, foliage, and pests. Using these factors, the assessment that was done in 2011 provided the following data:



In the inventory that was assessed, trees were categorized based on four overall conditions. These conditions are:

- Excellent – Healthy, vigorous tree. No apparent signs of insect, disease, or mechanical injury. Little or no corrective work is required and the form is representative of the species.
- Good – Average condition and vigor for the area. May be in need of some corrective pruning or repair. May lack desirable form characteristics of species.
- Fair – General state of decline. May show severe insect, disease, or mechanical damage, but death is not imminent. May require major repair in renovation.
- Poor – No chance of correcting a declining condition, death imminent.

Overall, the trees in La Vista were in good shape as of the inventory in 2011, with only 18% of the trees being in fair or poor condition. Updating and reevaluating the trees in the City will be a major part of the Five-Year Tree Management Plan moving forward. Healthy trees provide more benefits, reduce clean up and maintenance costs, and resist forest health threats better than trees in questionable condition.

## **Risk Management Analysis**

A key part to the City's tree inventory and management plan is evaluating the risk level of each tree. Risk is defined as how the trees structure, location, size and environment affect how the tree fits in the city and community. There was not a risk analysis completed when the tree inventory was completed in 2011, so an analysis will need to be done as inventory is updated. The plan will be to evaluate each tree giving them a rating based on the factors listed earlier. Once those ratings are complete, a risk level will be given to each tree as follows:

- None – No risk at all
- Low
- High
- Severe

Understanding the risk of the trees and how they rate will allow the staff to accurately determine and analyze acceptable and unacceptable amounts of risk. This assessment and risk rating will be used to make budget decisions based on removal and maintenance evaluations. The severe and high-risk trees identified will become first priority in budgeting and planning as the City looks to obtain a high level of safety for the citizens of La Vista.

## **Maintenance Recommendations**

Recommendations will be made based on the updated analysis of the inventoried tree population. The City will use the Tree Plotter software to update and analyze the inventory. The recommendations will help develop realistic management goals. Implementation of the recommendations will allow the City to address the high-risk maintenance issues first. The inventory will be divided into five separate categories which are removal, large tree maintenance, small tree maintenance, young tree training, and stump removal. The data from this analysis will be combined with the risk management analysis to prioritize the maintenance plan moving forward.

As mentioned above, the severe and high-risk trees should be the concentration early on. Identifying the severe and high-risk removals and prunes should be completed by Year 2 of the Five-Year Tree Management Plan. After the severe and high-risk work is complete, the focus should be on the low risk tree maintenance. This will begin the Five-Year Routine Pruning Program and the Three-Year Young Tree Training Program. This will include structural pruning that is essential to help prevent our low risk trees from becoming severe or high risk.

Other factors will be evaluated with the risk management analysis, these will include the following:

- Tree Trunks – Analyzing growth habit and damage
- Visual Observations – Decay, poor rooting, mechanical damage, etc.
- Utilities – How the tree is located due to utility changes
- Further inspection – Bringing in an expert to diagnose a problem

By including these factors, the City will have a comprehensive assessment of the current inventory for the future planning of the Five-Year Tree Management Plan.

The Tree Plotter software is a web-based software that will allow the City to inventory and manage in real time. The current inventory is already loaded into the software that the Nebraska Forest Service completed in 2011. The City will be able to access this software and update the inventory.



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS D LIQUOR LICENSE FOR CASEY'S RETAIL COMPANY DBA CASEY'S GENERAL STORE #3913 IN LA VISTA, NEBRASKA.

WHEREAS, Casey's Retail Company dba Casey's General Store #3913, 11728 Emiline Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class D Liquor License submitted by Casey's Retail Company dba Casey's General Store #3913, 11728 Emiline Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

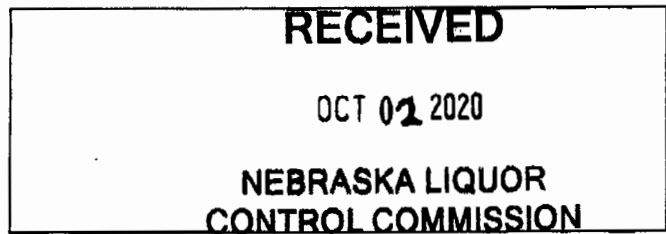
\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

**RETAIL LICENSE(S)**

Application Fee \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31  
All other licenses run from May 1 – April 30  
Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**  
Commission will call this person with any questions we may have on this application

Name MIKAEL LAGE, STORE OPERATIONS Phone number: 515-065-6517

Firm Name CASEY'S RETAIL COMPANY, STORE OPERATIONS-LICENSING

**PREMISES INFORMATION**

Trade Name (doing business as) CASEY'S GENERAL STORE #3913

Street Address #1 11728 EMILINE STREET

Street Address #2 \_\_\_\_\_

City LA VISTA

County SARPY

Zip Code 68128

Premises Telephone number 402-331-3803

Business e-mail address mikael.lage@caseys.com

Is this location inside the city/village corporate limits: YES xxx NO \_\_\_\_\_

Mailing address (where you want to receive mail from the Commission)

Name CASEY'S RETAIL COMPANY, ATTN: MIKAEL LAGE

Street Address #1 PO BOX 3001

Street Address #2 \_\_\_\_\_

City ANKENY

State IA

Zip Code 50021

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**\*\*For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 101' x width 39' in feet

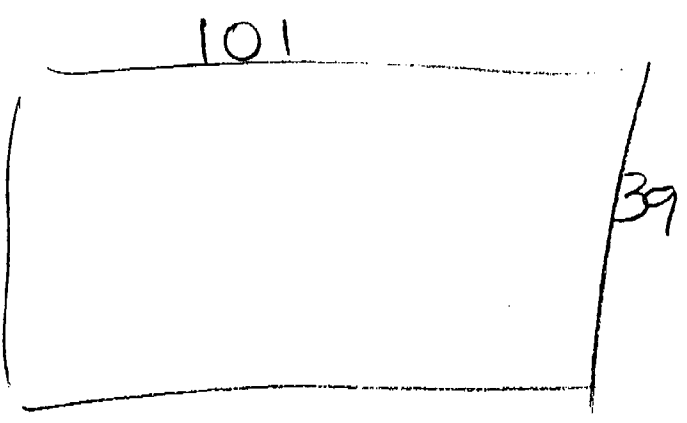
Is there a basement? Yes \_\_\_\_\_ No xxx

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes \_\_\_\_\_ No xxx

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



**APPLICANT INFORMATION**

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

XXX YES \_\_\_\_\_ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
PLEASE SEE THE ATTACHED SPREADSHEET				

**2. Are you buying the business of a current retail liquor license?**

\_\_\_\_\_ YES X NO

If yes, give name of business and liquor license number \_\_\_\_\_

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

**3. Was this premise licensed as liquor licensed business within the last two (2) years?**

\_\_\_\_\_ YES XXX NO

If yes, give name and license number \_\_\_\_\_

**4. Are you filing a temporary operating permit (TOP) to operate during the application process?**

\_\_\_\_\_ YES XXX NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

Nebraska Liquor Control Commission-  
Application for Liquor License Checklist-  
Retail, Applicant Information Question #1

Name of Applicant	Date of Conviction	Where Convicted	Description of Charge	Disposition
Jay Soupene	Unknown	Unknown	Non-alcohol related speeding tickets issued in lifetime.	Paid
Tina Stone	Unknown	Unknown	One non-alcohol related speeding tickets issued in lifetime.	Paid

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

       YES XXX NO

If yes, list the lender(s) \_\_\_\_\_

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

       YES XXX NO

If yes, explain. (all involved persons must be disclosed on application)

---

**No silent partners**

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

       YES XXX NO

If yes, list such item(s) and the owner. \_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

       YES XXX NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

---

9. Is anyone listed on this application a law enforcement officer?

       YES XXX NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

---

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

UMB BANK- PO BOX 419226, KANSAS CITY, MO 64141- CASEY'S CORPORATE ACCOUNT DEPARTMENT

---

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

CASEY'S RETAIL COMPANY HOLDS ALCOHOL LICENSES IN THE STATE OF: IL, KS, MN, ND, NE, AND SD. PLEASE SEE THE FULL LIST ATTACHED.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SECTION VIII PERSONNEL MANUAL - UPDATE W/VACATION ACCRUAL POLICY CHANGE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RANDY TRAIL, HUMAN RESOURCES DIRECTOR

**SYNOPSIS**

A resolution has been prepared to update Section VIII of the City’s Personnel Manual. This update has been undertaken to clarify language and incorporate a policy change to the timing of the increase of vacation accrual.

**FISCAL IMPACT**

This resolution will have no fiscal impact.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Section VIII of the Personnel Manual has not been updated since 2014. An update is necessary to clarify language and to bring old policies into compliance with current practices. In addition, a policy change has been made to provide for vacation accrual rate increases based on each employee’s anniversary date rather than annually on or about January 1. This change will result in vacation accrual rate increases being applied more fairly to all employees.

A copy of Section VIII of the Personnel Manual, which indicates the edits made, has been included for review.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 8 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING VACATION ACCRUAL.

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

WHEREAS, it is being proposed that Section 8 in the manual regarding vacation accrual be amended to clarify language and incorporate a policy change to the timing of the increase of vacation accrual; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed changes to Subsection 8 as submitted at the City Council meeting.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

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

ATTEST:

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



**SECTION VIII: EMPLOYEE BENEFITS**

**ADOPTED: RESOLUTION NO. 96-012**  
**DATE: FEBRUARY 6, 1996**  
**AMENDED: RESOLUTION NO. 01-140**  
**DATE: OCTOBER 2, 2001**  
**AMENDED: RESOLUTION NO. 02-128**  
**DATE: DECEMBER 3, 2002**  
**AMENDED: RESOLUTION NO. 03-072**  
**DATE: AUGUST 19, 2003**  
**AMENDED: RESOLUTION NO. 04-126**  
**DATE: DECEMBER 21, 2004**  
**READOPTED: RESOLUTION NO. 05-159**  
**DATE: DECEMBER 20, 2005**

**AMENDED: RESOLUTION NO. 07-100**  
**DATE: SEPTEMBER 18, 2007**  
**AMENDED: RESOLUTION NO. 07-128**  
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**DATE: FEBRUARY 18, 2014**  
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**DATE:**

8.1 **Request for Leave:** An employee wishing to take any type of leave shall first submit a ~~Request request~~ for ~~Time Off form approval to the department head and/or City Administrator~~ through the Time Management System for approval. This requirement applies to all types of leave.

- (1) Sick Leave for Employees Hired Before January 1, 2005 Who Have Not Elected to Waive Their Eligibility for Emergency Sick Leave:

Full-time regular employees shall accrue entitlement to paid sick leave at the rate of ten (10) hours for each full calendar month of employment. Full-time regular employees shall be allowed to accrue unused sick leave from previous years to a maximum of 880 sick leave hours. An employee shall be credited with one (1) hour of annual vacation leave for each eight (8) hours of sick leave which would otherwise be earned but for the maximum allowable accumulation of sick leave, unless the employee elects to waive his/her eligibility for emergency sick leave.

Earned sick leave may be used for absence necessitated by illness, injury or quarantine. Employees may use sick leave as accrued during the initial probationary period. Paid sick leave may also be used to keep medical or dental appointments. Paid sick leave may also be used for illness in the immediate family to a maximum of five (5) work days in each calendar year.

Paid sick leave shall be used by employees in one hour increments. No full-time ~~non-exempt~~ employee shall be allowed paid sick leave until ~~the department head has approved the sick leave and certified the employee's request to the City Administrator~~ the leave has be approved in the Time Management system for approval. No full-time exempt employee shall be allowed paid sick leave until the City Administrator has approved the sick leave request. Any full-time employee claiming paid sick leave may be required by the department head and/or the City Administrator to provide a certificate signed by a physician stating the nature and extent of illness.

Paid sick leave shall not be allowed in advance of accumulation. Abuse of paid sick leave may result in disciplinary action. All cases of possible sick leave abuse shall be investigated.

Emergency Sick Leave: All paid sick leave days which would otherwise be earned but for the 880 hours maximum allowable accumulation shall be credited to emergency sick leave accounts

established for full-time exempt and full-time non-exempt employees, less any time of the employee credited to vacation leave (namely eight (8) hours of sick leave time which would otherwise be earned but for the maximum allowable accumulation shall be credited as one (1) hour vacation time for the employee and seven (7) hours credited to the appropriate emergency sick leave account). There are two separate emergency sick leave accounts, one for all full-time exempt employees and one for all full-time non-exempt employees. There are not separate accounts for each individual exempt or non-exempt employee. The accounts are only inclusive of hours contributed by current, eligible employees. Emergency sick leave may be allowed to any regular full-time exempt or non-exempt employee after the employee has exhausted his/her individual paid vacation leave, personal leave and sick leave. Allowance of use of the appropriate emergency sick leave account is granted by the emergency sick leave committee for that account.

The emergency sick leave committee for exempt and non-exempt employees shall consist of the City Clerk, the ~~Finance~~ Human Resources Director, and the requesting employee's Department Head. If the requesting employee is a Department Head, the City Administrator shall participate in the emergency sick leave committee. Employees are required to complete and sign a Sick Bank Request Form and a HIPAA waiver.

The emergency sick leave committee shall regulate the use of emergency sick leave from the reserve. Only employees meeting the established criteria will be processed through the emergency sick leave committee. Prior to allowing use from the reserve, the committee must determine that the applicant has exhausted his/her individual paid vacation, personal, and sick leave accrual and that an emergency situation exists as defined herein. The committee shall determine the number of hours of emergency sick leave to be granted and shall report the same to the City Council and City Administrator. No employee having less than 880 hours of accrued individual sick leave may contribute sick leave hours to an emergency sick leave account.

An "emergency situation" is a set of circumstances respecting which the appropriate committee determines that an employee, due to serious illness, serious injury or other serious medical, physical or mental condition of the employee, reasonably has an extraordinary need for more time off than he or she has available in any form of paid leave days, and that the employee has previously been conscientious and judicious in the use of his or her paid sick leave. It does not include any illness or injury that typically would be expected to cause the employee to be unable to work a duration of less than five weeks (35 consecutive calendar days).

Provisions of the Worker's Compensation law shall apply where illness or injury occurs on the job.

A full time regular employee who is not a member of the Fraternal Order of Police collective bargaining unit would have had to submit a written request to the City Clerk prior to January 31, 2005, to waive their eligibility for emergency sick leave. Upon submission of said written request, the employee became subject to subsection 8.1(2) for all accrual and payout of sick leave.

- (2) Sick Leave For Employees Hired Prior to January 1, 2005 Who Have Elected to Waive Their Eligibility for Emergency Sick Leave and For Employees Hired On or After January 1, 2005:

Full-time regular employees shall accrue entitlement to paid sick leave at the rate of ten (10) hours for each full calendar month of employment. Full-time regular employees shall be allowed to accrue unused sick leave from previous years to a maximum of 880 sick leave hours. Unless otherwise established by a collective bargaining agreement, no sick leave accrual or vacation credits are earned by any employee at the maximum of 880 accrued and unused sick leave hours.

Earned sick leave may be used for absence necessitated by illness, injury or quarantine. Employees may use sick leave as accrued during the initial probationary period. Paid sick leave may also be used to keep medical or dental appointments. Paid sick leave may also be used for illness in the immediate family to a maximum of five (5) work days in each calendar year.

Paid sick leave shall be used by employees in one hour increments. No full-time ~~non-exempt~~ employee shall be allowed paid sick leave until ~~the leave has been approved in the Time Management system, the department head has approved the sick leave and certified the employee's request to the City Administrator for approval. No full-time exempt employee shall be allowed paid sick leave until the City Administrator and/or the department head has approved the sick leave request.~~ Any full-time employee claiming paid sick leave may be required by the department head and/or the City Administrator to provide a certificate signed by a physician stating the nature and extent of illness.

Paid sick leave shall not be allowed in advance of accumulation. Abuse of paid sick leave may result in disciplinary action. All cases of possible sick leave abuse shall be investigated.

Emergency Sick Leave: In lieu of an emergency sick leave program, employees in this category are eligible for an alternate sick leave payout schedule as outlined in Section 7.21, Termination Pay.

Provisions of the Worker's Compensation law shall apply where illness or injury occurs on the job.

### **(3) Vacation Leave**

Regular employees working a minimum of 20 hours per week earn vacation leave.

#### **A. Vacation Leave Accrual**

##### **(1) Regular Exempt Employees**

During the first year of employment, full-time exempt employees accrue vacation leave at the rate of 80 hours per year. On each anniversary of continuous employment from the hire date. Thereafter, employees accrue an additional 8 hours of vacation per year, up to a maximum accrual rate of 208 hours (26 days) per year.

##### **(2) Regular Non-Exempt Employees**

During the first year of employment, full-time non-exempt employees accrue vacation leave at the rate of 48 hours per year. On the first anniversary of continuous employment from the hire date, the accrual rate increases to 88 hours per year. On each anniversary hire date of continuous employment thereafter, employees accrue an

additional 8 hours of vacation per year, up to a maximum accrual rate of 184 hours (23 days) per year.

**(3) Regular Part-Time Employees**

Regular part-time employees who work a minimum of 20 hours per week accrue vacation leave at the rate of 40 hours (5 days) per year.

Vacation leave is accrued on a bi-weekly basis. Eligible employees can accrue a maximum of 220 hours of vacation leave. Once the maximum is reached, further accrual ceases until the accrued time drops below 220 hours, at which time the accrual commences again.

**B. Use of Vacation Leave**

No vacation may be taken until an employee has successfully completed six (6) months of continuous employment. Vacation leave may be scheduled or taken only with the approval of the employee's supervisor and/or department head. Vacation is only approved when it will not disrupt the work schedule of the department concerned and/or the operation of the City.

Vacation cannot be used in increments of less than one hour. Use of vacation leave in increments of less than four hours must be approved at least 48 hours in advance and may be taken only at the beginning or at the end of the employee's workday.

If a designated holiday falls during an employee's vacation, the day will not be charged as vacation time. An employee who leaves the employment of the City will receive a payout for accrued vacation leave on their last paycheck.

This policy does not apply to employees who are members of the Fraternal Order of Police. FOP members accrue and use vacation leave according to terms specified in the FOP contract.

~~Vacation Leave: All full-time employees and permanent part-time employees working a minimum of twenty (20) hours per week shall earn paid vacation time as provided herein with the exception of employees subject to the paid vacation leave provisions of the La Vista FOP contract or the Public Works employees' contract.~~

~~Exempt Employees: During the first year of employment, all full-time exempt employees shall earn eighty (80) hours of paid vacation time per year. No vacation may be taken until the employee has successfully completed six months of continuous employment with the City. For continuous employment with the City thereafter, an additional eight (8) hours of paid vacation time is earned at the beginning of each calendar year for each additional year of service. All paid vacation time is accrued on a bi-weekly basis. The total paid vacation time earned per year shall not exceed 26 days (208 hours).~~

~~Non-exempt Employees: During the first year of employment all full-time non-exempt employees shall earn forty-eight (48) hours of paid vacation time. No vacation may be taken until the employee~~

~~has successfully completed six months of continuous employment with the City. Starting the second year of continuous employment, paid vacation time will be earned at a rate of 88 hours per year. For continuous employment with the City thereafter, an additional eight (8) hours of paid vacation time is earned at the beginning of each calendar year for each additional year of service. All paid vacation time is accrued on a bi-weekly basis. The total paid vacation leave earned per year shall not exceed 23 days (184 hours).~~

~~Permanent Part Time Employees: After successful completion of six (6) months of continuous employment, permanent part time employees who work a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year. All paid vacation time is accrued on a bi-weekly basis. The total paid vacation time earned per year shall not exceed 5 days (40 hours).~~

~~Exempt, Non exempt, and Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.~~

~~Use of Vacation Leave:~~

~~(a) Vacation leave may be scheduled or taken only with the approval of the employee's department head and/or the City Administrator.~~

~~(b) Vacation leave will only be approved if it will not be disruptive to the work schedule of the departments concerned and/or the operations of the City.~~

~~(c) Upon satisfactory completion of six months of continuous employment, regular full time employees and permanent part time employees shall be entitled to begin using earned vacation leave. Vacation shall not be used in increments of less than one hour. Use of vacation 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.~~

~~(d) If a day designated as a paid holiday for the employee falls during an employee's vacation, the day shall not be charged as vacation time. An employee who leaves the employment of the City shall be compensated for vacation leave earned and accrued as provided herein.~~

(4) Personal Leave and Funeral Leave:

(a) Personal Leave: A permanent regular full-time employee shall be eligible for two (2) days of paid personal leave per City fiscal year, beginning after the successful completion of six months of continuous service with the City. Personal leave shall not be accrued, and personal leave not used by the end of the final full pay period in the fiscal year (September) for which it is allowed shall be forfeited; provided, however, that the City Administrator may allow a new employee an extension of time within which to use personal leave time, not to exceed six (6) months after the eligibility date.

(b) Family Funeral Leave: A permanent regular full-time employee shall be eligible for paid leave to attend the funeral of a member of the immediate family of the employee, up to but not exceeding five (5) days. An employee may request family funeral leave for a relative not

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included in the definition of “immediate family”. These requests will be considered by Department Heads who shall have the authority to grant or deny said leave. Funeral leave shall not be granted for any other purpose and shall not be accrued. Eligibility begins after the successful completion of six months of continuous service with the City.

- (c) Non-Family Funeral Leave: A permanent regular full-time employee may be allowed paid leave to attend the funeral of an acquaintance/friend. Such leave shall not exceed four (4) hours per funeral, or twelve (12) hours per calendar year. In all cases, the employee must describe his/her relationship with the deceased. Department head and/or City Administrator approval is required for non-family funeral leave. Eligibility begins after the successful completion of six months of continuous service with the City.
  - (d) Personal Leave and Funeral Leave shall be used in one hour increments.
- (5) Military Leave of Absence:
- (a) Military Leave Pay
    - (1) State of Nebraska Non-Emergency Active Service: See Subsection 7.~~2322~~(1) of this Manual.
    - (2) State of Nebraska Emergency Active Service: See Subsection 7.~~2322~~(2) of this Manual.
    - (3) In any case in which this Personnel Manual or Nebraska law require the City to pay an employee respecting an absence due to military service, the calculation will be made based upon the actual number of hours of City work and City pay actually missed by the employee on the actual day(s) the employee was absent due to such military service. The foregoing shall apply whether the employee’s absence is for nonemergency military service requiring the City to pay the employee full City pay for up to a certain number of hours in any one calendar year or whether the employee’s absence is for a state of emergency leave of absence requiring the City to pay only the difference between the state active service base pay actually earned and the City pay the employee would have earned had the employee not been absent. See Section 7.~~23-22~~ of this Manual.
    - (4) Federal Service.
      - (A) Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve may take Military Leave when ordered into or employed in the military service of the United States (i.e., the federal government). See Section 7.~~23-22~~ of this Manual.
    - (5) Continuation of an employee’s pay by the City during periods of Military Leave is governed by Section 7.~~23-22~~ of this Manual.
    - (6) The intention of the above Military Leave pay provisions is to assure that employees receive all pay due to them under Sections 55-160 and 55-161 of the Nebraska Revised

Statutes. The City does not pay employees with respect to periods of Military Leave, except as provided in such statutes or as otherwise required by law.

(b) Reemployment After Military Leave

- (1) All employees who take Military Leave (other than for State of Nebraska emergency active service, which is addressed in the next subparagraph) are entitled to reinstatement on return from Military Leave lasting not longer than five years (except to the extent a longer period of leave may be required by federal or Nebraska law), if they gave timely notice of the active duty service (unless precluded from doing so by military necessity) and make application for reinstatement within the time and in the manner required by law. Reinstatement may be denied under this subparagraph if (A) the employee was released from military service with a disqualifying discharge or under other than honorable conditions, (B) the City's circumstances have so changed as to make such reemployment impossible or unreasonable [an example would be a reduction in work force or position elimination that would have caused the employee to lose employment], or (C) the City employment left by the employee for military service was for a brief, nonrecurrent period and the employee had no reasonable expectation such employment would continue indefinitely or for a significant period. [See Neb. Rev. Stat. Section 55-161 and 38 U.S.C. Section 4304 and 4312(a) and (d).]
- (2) Employees called to State of Nebraska emergency active service, as described in Subsection 7.2322(2) of this Manual, shall be entitled to reinstatement upon release from such State of Nebraska emergency active service, if they promptly return to City employment on release from such military service.
- (3) Time spent on Military Leave shall be counted as service to the City for computing seniority in the event layoff situations arise. An employee who is reemployed by the City on timely return from Military Leave is entitled to the seniority and other rights and benefits determined by seniority that the employee had on the commencement of the Military Leave plus the additional seniority and rights and benefits that the employee would have attained if the employee had remained continuously employed without taking Military Leave. [See Neb. Rev. Stat. Section 55-161 and 38 U.S.C. Section 4316.]
- (4) If the City position vacated by the employee taking Military Leave no longer exists at the time the employee seeks to timely return to work for the City, the employee shall be entitled to re-employment in another existing position of the same class, if such re-employment does not necessitate the laying off of another employee with greater seniority.
- (5) An employee returning from Military Leave may be employed at the same step of the salary range attained when granted a Military Leave. The employee may be eligible for a merit pay increase upon completion of one (1) year of service, which shall include the time between the employee's last merit increase and the date the employee's Military Leave commenced.



- (6) An employee having accrued vacation on departing the service of the City to take Military Leave may elect to be paid such accrued vacation, on departure for Military Leave, as if the employee were permanently separating from the service of the City.
  - (7) The foregoing provisions on Reinstatement After Military Leave set forth minimum entitlements in the situations to which they apply. In particular circumstances, the provisions of the federal Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. sections 4301 et seq., may entitle the employee to greater rights of reinstatement. The City will in each case extend to the employee the benefit which under state or federal law is more generous to the employee.
  - (8) The employment rights and interests of an employee who is hired for or promoted, transferred or assigned to a position, to which position an employee on Military Leave has reinstatement or reemployment rights under this Manual or by law, are subject and subordinate to such reinstatement or reemployment rights of the employee on Military Leave.
- (6) Civic Duty Leave: If an employee is summoned or appointed to jury duty or election duty, the employee shall be entitled to Civic Duty Leave as necessitated to permit the employee to perform such civic responsibilities, if the employee gives reasonable notice to the City of such summons or appointment. (Cross Ref.: Neb. Rev. Stat. §§ 25-1640, 32-241 and 32-1517.)

For periods of Civic Duty Leave, an employee shall be paid by the City the difference between the employee's City base rate of compensation and the jury or election duty pay, other than expenses, received by the employee. An employee may elect to continue receiving his/her full rate of City compensation by notifying the City Clerk in advance that the employee agrees to remit to the City all jury or election duty pay, other than expenses, received by the employee.

- (7) Civil Emergency Leave: A permanent full-time regular employee may apply to the City Administrator for Civil Emergency Leave when there is a state or national incident of such significance as to require a political subdivision to seek assistance of other public entities. In determining whether Civil Emergency Leave will be granted, the City Administrator will consider whether the employee's service would provide needed professional skills either as a volunteer member of a "recognized" organization or as an individual possessing the specific skills needed to respond to the civil emergency (e.g. building inspection services, clean-up services, public safety services), whether the leave would be disruptive to the work schedule of the City department concerned and/or the operations of the City of La Vista, and any other factors which the City Administrator deems relevant. While rendering services during a Civil Emergency Leave, the employee shall not be considered to be acting in the course and scope of his/her employment with the City of La Vista. If approved by the City Administrator, such leave would provide for the following:
- a. Civil Emergency Leave may be scheduled or taken only with the advance written approval of the department head concerned and the City Administrator.
  - b. Civil Emergency Leave may only be taken during such time that it is not disruptive to the work schedule of the City departments concerned and/or the operations of the City of La Vista.



- c. The City Administrator shall determine the length of Civil Emergency Leave to be granted; however, in no case shall an employee be permitted more than four weeks of such leave in any one calendar year.
- d. If Civil Emergency Leave is granted, an employee would be paid by the City the difference between his/her regular rate of pay for 40 hours per week and any amount of compensation he or she receives from any other source as pay for the services rendered during such Civil Emergency Leave (not including reimbursement for travel, lodging or meal expenses). An employee may elect to continue receiving his/her full rate of pay from the City by notifying the City Clerk in advance that the employee agrees to remit to the City any amount of compensation (less expenses) he or she receives for the services rendered or by providing documentation to the City Clerk that he or she will receive no compensation (other than reimbursement of expenses) for the services rendered. The employee would continue to earn and accrue City vacation, sick, and personal leave hours at the usual rates. The employee would not be eligible for overtime pay during said leave.
- e. The employee would be maintained on the City's health, dental and life insurance coverages.
- f. The employee would not be maintained on the City's workers' compensation coverage during Civil Emergency Leave.
- g. Prior to returning to work, the employee shall be required to disclose any compensation received and/or any injury suffered in connection with the Civil Emergency Leave, in a manner prescribed by the City Administrator.

Civil Emergency Leave shall not be granted for any other purpose and shall not be accrued. Eligibility begins the date immediately following the successful completion of the initial or extended probationary period.

- (8) Leave of Absence Without Pay: A leave of absence without pay may be granted to a regular employee for a period not to exceed ninety (90) calendar days by the City Administrator. In considering a request for such a leave of absence, the City Administrator will consider whether the requested leave would be disruptive to the work schedule of the City department concerned and/or the operations of the City of La Vista, and any other factors which the City Administrator deems relevant. During such a leave, the employee must pay for all employee benefits the employee wishes to retain (e.g., insurance) while on leave. Upon expiration of leave of absence without pay, the employee shall return to work in the position held at the time that leave was granted. Failure without good cause to report promptly when the leave has expired shall be considered as a resignation.
- (9) Absence Without Leave (AWOL): Any unauthorized absence of an employee from duty without prior permission, where the circumstances allowed the employee time to request permission by telephone or otherwise, shall be deemed to be an absence without leave and may result in disciplinary action by the City Administrator. Any employee who is absent for three (3) or more days without notice and authorized leave shall be deemed to have resigned. However, the City Administrator may grant leave with or without pay if he or she determines extenuating circumstances existed.
- (10) Family and Medical Leave: This section implements the City's policy under the federal Family and Medical Leave Act (FMLA). An employee who has been employed by the City for at least

twelve months (which need not be consecutive), and who has worked at least 1,250 hours of service during the 12 consecutive months immediately preceding the requested commencement date of family or medical leave, may be granted up to twelve weeks of family or medical leave during an applicable 12-month period for certain family or medical reasons. An "applicable 12-month period" means the rolling 12-month period measured backward from the date the employee uses any family or medical leave.

Family or medical leave may be used:

- (a) For the birth or adoption of a child or the placement of a child with the employee for adoption or foster care;
- (b) To care for the employee's spouse, parent or child who has a serious health condition; or
- (c) When a serious health condition of the employee prohibits him/her from performing an essential function of his/her job.

If necessary, leave may be taken intermittently or on a reduced work schedule for medical care and treatment. If both spouses are employed by the City, they may only take a combined total of twelve weeks during an applicable 12-month period for the birth or adoption of a child or for placement of a child with the employee for adoption or foster care. However, each such employee will remain entitled to use the balance of his or her twelve weeks of leave during an applicable 12-month period for other circumstances qualifying for family or medical leave.

Whenever practical, the employee shall provide the City at least thirty (30) days notice of any need for family or medical leave. When such notice is not practicable, the employee shall give notice of the need for leave to the City as soon as practicable under the circumstances.

When an employee gives the City notice of the need for or requests family or medical leave, or when the City otherwise acquires notice that leave is being taken or used for purposes which qualify for family or medical leave, including absences covered by workers' compensation (if qualifying for family or medical leave), the ~~City Clerk~~Human Resources Department will provide the employee with a notice containing the information required by the FMLA regulations [29 C.F.R. Section 825.301(b)]. Such notice shall be given by the ~~City Clerk~~Human Resources Department within a reasonable time after the City receives notice of the need for or applicability of family or medical leave, and within one or two business days if feasible. Such notice shall be given by the Human Resources Department ~~City Clerk~~ no less often than the first time in each six-month period that an employee gives notice of the need for family or medical leave or of facts or circumstances to which family or medical leave would apply. When possible, an employee on FMLA leave shall contact his/her supervisor weekly to update the supervisor on the status of the employee's family or medical leave and the employee's intent to return to work.

An employee may be required to provide medical certification from a health care provider in connection with a request for family or medical leave due to a serious health condition of the employee or of his/her spouse, parent or child. (Copies of the medical certification form, and of a U.S. Department of Labor "Fact Sheet" explaining the FMLA, may be obtained from the Human

Resources Department~~City Clerk.~~) At its option, the City may require a second medical opinion at the City's expense.

Normally, family or medical leave is unpaid leave. However, to the extent permitted by the FMLA and FMLA regulations, all forms of paid leave (including accrued sick leave, personal leave and vacation leave) must be substituted for unpaid family or medical leave before unpaid leave may be taken. Paid leave which is so substituted will correspondingly reduce the employee's entitlement to unpaid family or medical leave.

On return to work at or before the expiration of the employee's entitlement to family or medical leave, the employee will be placed in the same position held previously (or an equivalent position) with the same rate of compensation and benefits. However, reinstatement may be denied under certain circumstances to a "key" employee, as defined in the FMLA and FMLA regulations.

The City will continue to provide health, life and dental insurance benefits to an employee who is on family or medical leave taken under the FMLA, provided the employee was receiving such benefits immediately prior to the FMLA leave. However, no other benefits will accrue during unpaid periods of family or medical leave. Respecting any unpaid periods of family or medical leave, the employee must reimburse the City, on a monthly basis, any costs of such insurance coverages which are normally paid by the employee while the employee is not on leave.

If an employee does not return to work for the City at or before the expiration of the employee's entitlement to family or medical leave, or informs the City that he or she does not intend to so return, the employee's insurance coverage shall cease and the employee shall reimburse the City for all insurance costs (both normally City-paid and normally employee-paid) which were incurred during periods of unpaid family or medical leave. However, if an employee does not return to work at the end of a family or medical leave due to reasons beyond the employee's control, or due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to FMLA leave, the City shall not require reimbursement of normally City-paid health insurance costs incurred respecting the leave period. Only an employee who returns to work for at least thirty (30) calendar days will be considered to have "returned" to work for purposes of this paragraph.

Nothing in this Section shall be interpreted to entitle any employee to any benefit greater or more favorable to the employee than is required by the FMLA. This Section shall be interpreted consistently with 29 CFR Part 825.

8.2 **Temporary Limited Light Duty (TLD):** When the City Administrator determines that it is practicable to do so, the City Administrator in consultation with Department Heads will endeavor to identify and assign temporary limited light duty work (TLD) to an employee who is temporarily unable to perform any essential function of his or her regular position as a result of a work-related or non-work-related injury or illness. If so identified and assigned, a TLD assignment shall be temporary only and intended to enable the employee to return to his/her regular position as soon as possible.

- (1) Temporary Limited Light Duty Work Assignment.
  - a. The City will endeavor to return employees to gainful employment as soon as possible

by exploring possible TLD assignments; however the City does not guarantee the availability of light-duty work.

- b. TLD assignment is not in any manner intended to be a permanent duty assignment.
  - c. TLD assignment will be made only if productive work contributing to the efficient and effective operation of City government is available. A TLD assignment will not be made or continued if the City Administrator determines the assignment would unfairly require another employee to perform a substantially disproportionate share of the more difficult or least desirable types of work.
  - d. If TLD work is available, any of the following arrangements may be made:
    - (1) The employee may return to his or her regular job with restrictions in duties;
    - (2) The employee may be assigned TLD work within the same department; or
    - (3) The employee may be assigned to TLD or other work in another department.
  - e. If there are a limited number of TLD assignment opportunities available, employees recovering from work-related injuries or illnesses shall have assignment priority over employees recovering from non-work-related injuries or illnesses.
  - f. If there is no TLD assignment available, an employee with a non-work-related injury or illness shall be required to utilize accrued sick, vacation, personal or compensatory leave time, or time off without pay if accrued leave has been exhausted. If the needs of the City require, a replacement may be hired to replace the employee and the employee, when able to return to work, shall be eligible for rehire to a then-vacant position.
  - g. An employee who has reached maximum medical improvement and is determined to have a permanent disability (total or partial) that prevents the employee from performing an essential function of his or her current position shall not be eligible for assignment to or continuation of TLD work, but may be considered for transfer to a then vacant position.
- (2) Procedures.
- a. An employee must submit a request to the employee's Department Head for a TLD assignment, together with a release for light duty work from the employee's physician that outlines the employee's work limitations and restrictions.
  - b. The Department Head shall review the employee's limitations and restrictions and meet with the Human Resources Assistant to determine if an appropriate TLD assignment is available.
  - c. Each TLD assignment must be approved by the City Administrator or his or her designee.

(3) Additional Provisions.

- a. A TLD assignment for an employee recovering from a non-work-related injury or illness shall not exceed sixty (60) calendar days. At the end of sixty calendar days, the employee may request to use accrued sick or vacation leave or may request leave without pay.
- b. At the end of the first thirty calendar days of a TLD assignment, an employee must present a current statement from a medical doctor stating the estimated date of the employee's return to regular duty. A TLD assignment will not be continued beyond the first thirty calendar days if the employee does not provide the required medical statement.
- c. Prior to returning to full duty, the employee must provide a statement from a medical doctor that unconditionally releases the employee to perform all essential functions of the employee's position.
- d. A TLD assignment for an employee recovering from a work-related injury or illness shall not exceed one hundred eighty (180) calendar days, unless approved in advance by the City Administrator.
- e. An employee on a TLD assignment must present, not less frequently than every thirty calendar days, a current statement from a medical doctor indicating an estimated date of the employee's ability to return to full regular duty.
- f. An employee's refusal to perform a task or job duty that is consistent with (not contrary to) the employee's medical restrictions will be treated as an act of insubordination. The employee will be directed to leave the work site and, if the employee has had an opportunity to reconsider the refusal and to explain his or her position and the insubordination is nevertheless clearly established, the employee will be placed on leave without pay. The employee may be subject to further disciplinary action as deemed appropriate by the City Administrator and/or may be directed to be re-evaluated or to provide further medical documentation to determine his or her ability to perform available TLD work tasks.
- g. An employee on TLD assignment may be assigned several types of work at various and differing locations and work times, as necessitated by changing medical restrictions, by completion of available work of a particular type, or the ability of the City to provide or continue a TLD work assignment.

- (4) Anything in this policy that may conflict with any provision of the Nebraska Workers' Compensation Act or any other state or federal statute shall be applied, interpreted and deemed amended so as to be consistent with such Act or statute.

8.3 **Holidays:** The following days are observed as holidays by the City of La Vista:

**PERSONNEL RULES AND REGULATIONS**

---

<u>DAY</u>	<u>WHEN OBSERVED</u>
New Year's Day	January 1
Martin Luther King Day	Second or Third Monday in January as nationally designated
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Fourth Thursday in November
Christmas Day	December 25

- (a) When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.
- (b) All regular full-time exempt employees of the City of La Vista, except those designated to work, shall receive holidays with pay for holidays observed by the City.
- (c) All regular full-time non-exempt employees of the City of La Vista, except those designated to work, shall receive holidays with pay for holidays observed by the City according to their scheduled shift at the time of the holiday.
- (d) Due to special or emergency needs of the City, or due to an employee's work schedule and/or work assignment, a regular full-time employee may be required by the City to work on a holiday otherwise observed by the City. When this occurs, the Department Head is to make a reasonable effort to allow such an employee a different day off with pay during the same workweek. If allowing a different day off in the same workweek is not possible, and the employee therefore does not receive alternate time off in lieu of holiday time off, the employee shall be paid eight (8) hours pay in lieu of having the day off and shall also be compensated at one and one-half times his or her regular rate of pay respecting the time actually worked on the holiday recognized by the City.

If a holiday falls on a regular full-time employee's regular day off, the employee will be entitled to eight hours pay at his or her regular rate in lieu of the holiday time off, and no alternate day or time off will be allowed in lieu of such pay, except as provided otherwise in this section 8.3 (a) for holidays falling on Saturdays and Sundays (which shall mean the Saturdays and Sundays shown on the calendar and not any other days of the week which an employee considers to be his or her "Saturday" or "Sunday").

*EXAMPLE: Compare a City employee (e.g. one at City Hall) who works Monday through Friday and another employee (e.g. one at the ~~golf course~~Parks Department) who works Wednesday through Sunday. In the case of a Monday holiday, the City Hall employee receives 40 hours of pay for 32 hours of work. The ~~golf course~~Parks employee receives 48 hours of pay for 40 hours of work. Both employees receive 8 hours of pay for 8 hours not worked.*

- (e) The City Administrator or the Department Head may disallow holiday pay if an employee is requested to work on the holiday and does not comply with such request.
- (f) No employee will be paid for a holiday unless he/she has actually worked, if scheduled, the working day immediately preceding the holiday and the working day immediately following the holiday, except where the employee is granted special advance approval for pay for the holiday by the Department Head or City Administrator.

8.4 **Health and Life Insurance:** Regular full-time employees are eligible for enrollment in the group life, health and dental insurance programs maintained by the City. The employee portion of the cost of insurance programs, if any, as established by the Compensation Ordinance, shall be withheld from the employee's earnings as prescribed by the City Council. The conditions and provisions of the master insurance contracts and other plan documents concerning eligibility for coverages, costs of coverages, benefits covered or provided or excluded, limitations of coverage, waiting periods, claims processing procedures, etc., shall control over any contrary or inconsistent provisions in this Manual.

8.5 **Retirement Programs:** Regular full-time employees shall participate in the retirement program maintained by the City, except uniformed police officers. Employee contributions shall equal six percent (6%) of the employee's base monthly bi-weekly pay, unless a different percentage is established by the then-current compensation ordinance. The City shall contribute to the retirement program an amount equal to the minimum monthly bi-weekly contribution of each participating employee, unless a different percentage is established by the then-current compensation ordinance. Regular full-time employees may voluntarily contribute up to an additional 4% of their base monthly pay unless a different percentage is established by the then-current compensation ordinance; however, the City will not match the voluntary contribution. The City ~~may~~ also offers a voluntary 457 plan for regular permanent full-time and regular permanent part-time employees. Employee contributions to the 457 plan will be strictly voluntary and the City will not match an employee's voluntary contribution. Finally, the City offers a Roth IRA plan to which employees can make post-tax contributions. The City does not contribute to the Roth IRA plans. The normal retirement age is sixty-five (65). Claims for retirement benefits shall be submitted to the ~~City Clerk~~ Human Resources Department or other individual designated as administrator of the retirement program. Further information regarding the City's retirement program and vesting schedule are available from the ~~City Clerk or his/her designee~~ Human Resources Department.

Retired full-time employees of the City may participate in the City's group medical insurance program, subject to the following criteria and conditions:

- (a) Authorization under state law for cities of the first class to include retirees under their group health care plans; and
- (b) The employee retires with twenty (20) consecutive years of service as a full-time employee of the City and is not separated from employment due to disciplinary discharge; and
- ~~(c) The Mayor and City Council have authorized medical insurance coverage for full-time employees of the employee's classification and the designated medical insurer contract offers coverage to qualified retirees of employee's classification; and~~
- ~~(d) The qualified retiree must be a participant in the City's applicable group medical insurance at the time of retirement; and~~

- ~~(e)~~(c) \_\_\_\_\_ The qualified retiree must elect COBRA coverage for the maximum COBRA continuation period at the time of retirement; and
- ~~(f)~~(d) \_\_\_\_\_ The qualified retiree must notify the City Clerk~~Human Resources Department~~ that he/she intends to participate in such group medical coverage OR that he/she intends to waive such coverage at least 60 days prior to the expiration of COBRA eligibility (failure of the qualified retiree to provide such notification shall bar the retiree from future participation in the City's group medical coverage); and
- ~~(g)~~(e) \_\_\_\_\_ The qualified retiree pays 100% of the premium (cost) of such retiree medical insurance; and
- ~~(h)~~(f) \_\_\_\_\_ The qualified retiree is not ~~medicare~~Medicare or ~~medicaid~~Medicaid eligible; and
- ~~(i)~~(g) \_\_\_\_\_ Any retiree coverage via the City's group medical insurance shall terminate upon the qualified retiree becoming ~~medicare~~Medicare or ~~medicaid~~Medicaid eligible.

8.6 **Worker's Compensation:** Employees of the City of La Vista are covered by Worker's Compensation and the City purchases insurance to insure this risk. Worker's compensation coverage normally provides the following for employees injured while on the job: medical and hospital services, prosthetic devices, total and partial disability benefits, benefits for injuries to specific bodily members, benefits for injuries causing death, and certain occupational illnesses.

All work-related accidents and injuries must be reported in writing to the City Clerk and Human Resources Department immediately, and not later than two days after the event. Under the Nebraska Workers' Compensation Act, an employee has the right to choose a doctor to treat the employee for a work related injury. The employee may only choose a doctor who, before the injury happens, has treated the employee or the employee's spouse, child, parent, stepchild or stepparent. The doctor chosen must have records to show that such previous treatment was provided. Employees may be required to sign an authorization verifying the previous treatment. All employees shall be required to choose a doctor on the official "Form 50" of the Nebraska Workers' Compensation Court.

Under current workers' compensation law, workers' compensation does not provide any wage replacement benefits to an employee for or during the first seven calendar days of disability, even though the disability is otherwise covered by workers' compensation. During that seven days period, an employee may use his or her earned but unused paid sick leave, personal leave or vacation leave to the extent necessary to avoid or reduce interruption of income. [After a disability absence covered by workers' compensation has continued for six weeks or longer, workers' compensation will retroactively pay the employee wage replacement benefits for the first seven calendar days period to the extent provided by law. To the extent (but only to the extent) workers' compensation retroactively makes such a payment to the employee for the first seven calendar days of disability and such payment would reduce the amount of the sick leave, personal leave or vacation leave that the employee would have needed to use during those first seven days to avoid interruption of income during those seven days, the City will restore to the employee the excess sick leave, personal leave or vacation leave used by the employee during the first seven days. First Example: If workers' compensation retroactively pays the employee two-thirds (the equivalent of 26.66 hours) of the employee's normal weekly wages for the first seven calendar days of disability, and the employee initially used 40 hours of vacation during those seven days to avoid interruption of income, the City will restore 26.66 hours of vacation to the employee. The employee needed to use the other 13.34 hours of the 40 hours of vacation leave, plus the 26.66 hours equivalent paid by workers' compensation, to avoid interruption of income. Second Example: If



workers' compensation retroactively pays the employee two-thirds (the equivalent of 26.66 hours) of the employee's normal weekly wages for the first seven calendar days of disability, and the employee initially used 25 hours of sick leave during the seven days period and had no other earned but unused sick leave, vacation leave or personal leave available to him or her during those first 7 calendar days, the City will restore 11.66 hours of sick leave to the employee. The employee needed to use the other 13.34 hours of the 25 hours of sick leave, plus the 26.66 hours equivalent paid by workers' compensation, to avoid interruption of income.]

Following the first seven calendar days of workers' compensation-covered disability, the employee may use his or her earned but unused paid sick leave, personal leave or vacation leave, until such leaves are exhausted, to the extent necessary to avoid or reduce interruption of income. This means that those types of leave may be used in such amounts as will be sufficient, when combined with workers' compensation benefits received by the employee, to represent total monthly payments to the employee equal to the employee's monthly rate of base pay. After earned but unused paid sick leave, personal leave and vacation leave have been exhausted, the employee will receive only the workers' compensation benefits to which he or she may be entitled by law (unless the employee is eligible to apply for an allowance of emergency sick leave and the appropriate emergency sick leave committee grants the employee an allowance from the emergency sick leave account administered by such committee).

State statutes currently require that a sworn police officer suffering a temporary disability in the line of duty be paid his/her full wages ("City Wage Continuation") during continuance of the temporary disability for not more than twelve months or until the disability has been determined to have become permanent, whichever is earlier. Any workers' compensation benefits received by the officer during that period are deducted from the City Wage Continuation. In addition, all earned but unused paid sick leave, personal leave and vacation leave must be used to supplement the workers' compensation benefit and offset any wage loss before City Wage Continuation begins. [Cross Ref. Neb. Rev. Stat. §§ 16-1011 and 16-1012.]

- 8.7 **Rest Periods:** Scheduled rest periods are designated by the department head with the approval of the City Administrator, and may be changed by the department head as needs of City business may dictate, except that any permanent change in the schedule must also be approved by the City Administrator. A fifteen (15) minute rest period shall generally be allowed to all employees during each four (4) hours of work.
- 8.8 **Health and Wellness Incentive Program:** To encourage employee productivity, the La Vista Safety Committee may develop and maintain a Health and Wellness Incentive Program for full-time and permanent part-time employees with rules and regulations subject to the approval of the City Administrator. Such voluntary program may include nominal incentives for participation as annually funded through the budget process, including T-shirts, ball caps and certificates for "time off" from work. If earned via participation in the Health and Wellness Incentive Program and subject to the established rules and regulations, an employee may receive not more than one such time off certificate, each six months, for not more than eight hours of time off and such certificate shall contain restrictions for use, and may not be accumulated over time nor exchanged or "cashed in" for wages.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF BLANKET BOND - MAYOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to approve the blanket bond in place of the individual bond of Mayor Douglas Kindig, who was re-elected to the position of Mayor at the general election held November 3, 2020.

**FISCAL IMPACT**

The FY21/FY22 Biennial budget provides funding for bonds for elected and appointed officials.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Changes in State Statute and the La Vista Municipal Code outlines bonding requirements for elected and appointed officials. The changes to State Statute in March 2007 and changes to the La Vista Municipal Code in October 2008 allow for coverage of elected and appointed officials under a blanket bond.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL BOND OF MAYOR, RE-ELECTED AT THE GENERAL ELECTION HELD NOVEMBER 3, 2020.

BE IT RESOLVED, that the penalty amount of the official bond of the Mayor is hereby set at \$5,000.

BE IT FURTHER RESOLVED, that the City Council makes and approves the following findings:  
The City Clerk has presented at this meeting a blanket bond, number 69372735, issued by Western Surety Company, as surety, in place of an individual bond, pursuant to Neb. Rev. Stat. Section 11-104(2), as enacted by LB 347 (2007), for the upcoming term of the Mayor of the City of La Vista ("Bond"); by additional indemnity rider, the Bond provides coverage in the amount of \$5,000., conditioned for the faithful discharge of duties of the office of Mayor; the Mayor has executed an undertaking of the Bond in joint and several form; the Bond is payable to the City of La Vista in the penalty amount of \$5,000., conditioned for the faithful discharge of the duties of office; the corporate surety of said Bond is legally authorized to transact business in the State of Nebraska; the Bond has been executed by the principal and surety thereof and the required oath has been endorsed by the principal by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement upon said Bond; the Bond has been previously filed with the City Clerk; and all applicable legal requirements with respect to said Bond have been satisfied.

BE IT FURTHER RESOLVED, that the Bond, including, but not limited to the penalty amount and all other terms and conditions thereof, is hereby approved, and the Mayor is hereby authorized to endorse approval of the Council and surety in writing on the Bond or by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premium for the Bond.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to take any other action as is necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER, 2020.

CITY OF LA VISTA

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

ATTEST:

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

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



# Western Surety Company

(A Stock Company, herein called Surety)

## PUBLIC EMPLOYEES BLANKET BOND Including Public School System

Bond No. 69372735

### DECLARATIONS

- Item 1.** Name of Obligee: City of La Vista, Nebraska
- Item 2.** Name of Insured: City of La Vista, Nebraska
- Item 3.** Bond Period: From the beginning of the 20th day of August, 2002, to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety.
- Item 4.** Table of Limits of Liability
- |   |                      |
|---|----------------------|
| <b>Insuring Agreement 1</b> Honesty Blanket Bond Coverage                       | \$ _____             |
| <b>Insuring Agreement 2</b> Honesty Blanket Position Bond Coverage              | \$ _____             |
| <b>Insuring Agreement 3</b> Faithful Performance Blanket Bond Coverage          | \$ _____             |
| <b>Insuring Agreement 4</b> Faithful Performance Blanket Position Bond Coverage | \$ <u>100,000.00</u> |
- Item 5.** The liability of the Surety is subject to the terms of the following riders attached hereto:
- Item 6.** The Obligee and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior Bond(s) No.(s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligee for the use and benefit of the Insured for:

#### INSURING AGREEMENTS

##### Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

##### Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

##### Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

##### Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

#### GENERAL AGREEMENT

##### Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean the Treasurer or Tax Collector, by whatever title known, of the Insured.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an Individual Bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

STUDENT ACTIVITIES

When this bond is written for a Public School System, "Employee" as above defined shall also be deemed to include any student enrolled in a school under the jurisdiction of the Insured while handling or having possession of property or funds in connection with student activities or while handling or having possession of U. S. Savings Bonds or Stamps or funds in connection with the purchase or sale of such Bonds or Stamps.

Any loss of such property, funds, Bonds or Stamps through any act or default covered by this Bond and committed by any Employee shall be deemed to be a loss sustained by the Insured under this Bond, whether or not the Insured is legally liable therefor.

UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Oblige or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under each such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under each such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period specified therein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof, for any such loss if the latter amount be larger.

CANCELATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Oblige or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
(b) Upon the death, resignation or removal of such Employee; or
(c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Oblige and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Oblige and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be canceled by the Oblige or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Surety by mailing to the Oblige and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Oblige or the Insured or by the Surety shall be equivalent to mailing. If the Oblige or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as an entirety provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

Dated this 21st day of August, 2002

Countersigned

By NOT NEEDED Resident Agent

WESTERN SURETY COMPANY

By Stephen T. Pate, President

**ADDITIONAL INDEMNITY RIDER**

It is agreed that:

1. Additional indemnity, in accordance with the terms of such of the Insuring Agreements in force under the attached bond as are specifically designated opposite the following positions, respectively, is granted by this rider on Employees performing the duties of such positions, to the amount set opposite the names of such positions, respectively.

2. The liability of the Surety under this rider on account of any one Employee in any one or more of such positions (in the original or an increased or decreased amount) shall not exceed the largest single amount of indemnity on any one position occupied by such Employee.

3. No losses shall be recoverable under this rider unless caused by an Employee who has been identified as having caused such loss, anything to the contrary in said bond or this rider notwithstanding.

Position	Location	Insuring Agreement	Total Number of Employees in each Position	Amount of Additional Indemnity on each Employee
Clerk		4	1	\$5,000.00
Assistant Clerk		4	1	\$5,000.00
Mayor		4	1	\$5,000.00
Administrator/ Finance Director		4	1	\$5,000.00
Police Magistrate		4	1	<del>\$1,000.00</del>
Police Magistrate Clerk		4	1	<del>\$1,000.00</del>
Council Member		4	1	\$1,000.00

Dated this 21st day of August, 2002

Countersigned

WESTERN SURETY COMPANY

By NOT NEEDED  
Resident Agent

By *Stephen T. Pate*  
Stephen T. Pate, President

CHANGE NOTICE

To be attached to and form part of Public Official and Employee's Faithful Performance and Honesty Blanket

Position Bond No. 69372735 issued by Western Surety Company to

City of La Vista, Nebraska Oblige,

City of La Vista, Nebraska Insured, effective as of August 20, 2002.

In consideration of certain premium adjustments, it is agreed that the Additional Indemnity Rider attached to and forming part of the attached bond is hereby amended, effective on and after the date set opposite the designation of each position, respectively, as hereinafter set forth:

1. By deleting therefrom the following:

Effective Date	Position	Location	Number of Officers or Employees in Each Position	Amount of Additional Indemnity on each Officer or Employee
06-07-04	Council Member		1	\$1,000.00

2. By adding thereto the following:

Effective Date	Position	Location	Number of Officers or Employees in Each Position	Amount of Additional Indemnity on each Officer or Employee
06-07-04	Council Member		8	\$1,000.00

Provided that - (a) in the event any amendment herein reduces the amount of additional indemnity on any Officer or Employee performing the duties of any position, the liability of the Surety under the applicable Insuring Agreement with respect to any loss through acts or defaults of such Officer or Employee committed on or after the date set opposite the designation of such position or committed prior to the last mentioned date, shall not exceed the amount set forth in paragraph numbered 2 hereon opposite the designation of such position; (b) in case any Officer or Employee performing the duties of any position added to said Additional Indemnity Rider by this rider, has been previously covered under the applicable Insuring Agreement of the attached bond, liability on account of such Officer or Employee for acts or defaults committed during the period of such prior coverage, or during each of the periods of such prior coverages, if more than one, and during the period of the coverage added to said Additional Indemnity Rider by this rider, shall not be cumulative except for an Officer or Employee under Section 1 of the bond and as set forth in Section 4.

Accepted  
 City of La Vista, Nebraska

WESTERN SURETY COMPANY  
 By Paul T. Bruflat  
 Paul T. Bruflat, Senior Vice President

By \_\_\_\_\_

OFFICIAL TITLE \_\_\_\_\_

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – CLOUDGUARD SECURITY SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared approving the purchase of CloudGuard subscription from GuidePoint Security for Citywide network in the amount not to exceed \$7,054.56.

**FISCAL IMPACT**

The FY21/22 biennial budget provides funding for this purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City is continuing to enhance email security to avoid potential threats and attacks on our network servers. CloudGuard is an email security software that detects phishing, spam and potential malicious office macros which quarantines or strips the malicious codes from macros to protect the network.



**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF CLOUDGUARD SECURITY SOFTWARE SUBSCRIPTIONS FROM GUIDEPOINT SECURITY IN AN AMOUNT NOT TO EXCEED \$7,054.56.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of CloudGuard security software subscriptions is necessary; and

WHEREAS, the FY 21/22 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of CloudGuard security software subscriptions from GuidePoint Security in an amount not to exceed \$7,054.56.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

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

ATTEST:

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



# Sales Proposal

**Today's Date:** October 7, 2020  
**Quote:** 83533-2  
**Expiration Date:** November 06, 2020  
**Payment Terms:** Net 30

**To:** PJ Biodrowski  
 Sarpy County  
 ,  
 pj@sarpy.com  
 (402) 593-2358

**From:** Bret Brasfield  
 2201 Cooperative Way  
 Suite 225  
 Herndon, VA 20171

**Mobile:**  
**Fax:** (877) 889-0132  
**Email:** bret.brasfield@guidepointsecurity.com

Prepared By: Tate Christgen  
 Email: tate.christgen@guidepointsecurity.com

**Phone:** (816) 716-6246  
**Fax:**

Please send all Purchase Orders to [purchasing@guidepointsecurity.com](mailto:purchasing@guidepointsecurity.com) and the "Prepared By" email address above.

Line Item	Vendor	Quantity	Line Item Description	Part Number	Description	Client Unit Price	Client Total
1	Check Point	180	Subscription	CP-CGS-1Y	CloudGuard SaaS for 1 year	\$36.00	\$6,480.00
2	Check Point	1	Support	CPES-SS-PREMIUMPRO-ADD	Check Point : Direct Enterprise Premium Pro Support	\$574.56	\$574.56
<b>Customer Total:</b>							<b>\$7,054.56</b>

**Quote Notes:**

**Special Terms (if applicable):** |

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

The parties hereby agree to the terms of this proposal, as evidenced by signature of an authorized representative above.

**Customer Billing Address**

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

AP Email \_\_\_\_\_

**Customer Shipping Address**

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Customer PO#** \_\_\_\_\_

**Tax Exempt? Y/N**

**If Yes, please provide copy of tax exemption certificate**

The Sales Proposal is governed by the Terms and Conditions located at <http://www.guidepointsecurity.com/sales-proposal-terms-and-conditions/>, unless Client has an appropriate governing agreement.

Thank you for your business!