

## LA VISTA CITY COUNCIL MEETING AGENDA

October 5, 2021

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 September 21, 2021 City Council Meeting
3. Approval of the Minutes of the September 9, 2021 Library Advisory Board Meeting
4. Approval of the Minutes of the August 9, 2021 La Vista/Metropolitan Community College Condominium Owners Association, Inc. Meeting
5. Request for Payment – Felsburg Holt & Ullevig – Professional Services – 114<sup>th</sup> and Giles Intersection Improvements - \$175.00
6. Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation - \$32,311.89
7. Request for Payment – Olsson – Professional Services – La Vista City Centre Phase 1 Public Infrastructure - \$2,238.50
8. Request for Payment – Olsson – Professional Services – La Vista Community Development Agency existing Chili's Demolition – Additional Services - \$332.50
9. Request for Payment – Omaha Electric Service, Inc. – Construction Services – 114<sup>th</sup> and Giles - \$7,271.78
10. Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$2,696.62
11. Request for Payment – Swain Construction – Construction Services – 96<sup>th</sup> & 108<sup>th</sup> Street Pavement Reconstruction & Rehabilitation - \$420,836.65
12. Resolution – Authorize Payment – Sewer Camera Repair
13. Approval of Claims

**B. Reports from City Administrator and Department Heads****B. One and Six Year Street Improvement Plan**

1. Public Hearing
2. Resolution

**C. Resolution – Acquisition of Demolition Rights – Chili's Bar and Grill, Lot 8, La Vista City Centre, Replat Three – Amend Agreement and Easement (Action on this item will be taken by the Community Development Agency)****D. Resolution – Acquisition of Demolition Rights – Chili's Bar and Grill, Lot 8, La Vista City Centre, Replat Three – Amend Agreement and Easement****E. Park View Boulevard Panel Replacement Project**

1. Resolution – Change Order No. 1
2. Request for Payment – TR Construction – Professional Services – Park View Blvd Panel Repair – \$42,447.27

**F. Position Descriptions – New and Updates****G. Ordinance – Amend Compensation Ordinance****H. Executive Session – Contract Negotiations**

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

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

# MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

A-2

## LA VISTA CITY COUNCIL MEETING September 21, 2021

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 September 21, 2021. 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, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse, Community Development Director Fountain, Finance Director Miserez.

A notice of the meeting was given in advance thereof by publication in the Times on September 8, 2021. 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, led the audience in the Pledge of Allegiance, and made the announcements.

### PROCLAMATION – COMMUNITY PLANNING MONTH

Mayor Kindig proclaimed the month of October 2021 as Community Planning Month and presented the proclamation to the Community Development Department.

### SERVICE AWARDS: ROSE BARCAL – 20 YEARS; TERRY FOSTER – 15 YEARS

Mayor Kindig recognized Rose Barcal for 20 years of service to the City and Terry Foster for 15 years of service to the City.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 7, 2021 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE JULY 8, 2021 LIBRARY ADVISORY BOARD MEETING
4. MONTHLY FINANCIAL REPORT – JULY 2021
5. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – LA VISTA WAYFINDING – \$1,935.00
6. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – \$1,033.52
7. REQUEST FOR PAYMENT – PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT – STORMWATER MANAGEMENT FEES – \$164,280.57
8. REQUEST FOR PAYMENT – HGM ASSOCIATES, INC – PROFESSIONAL SERVICES – EAST LA VISTA SEWER & PAVEMENT REHABILITATION – \$16,052.01
9. REQUEST FOR PAYMENT – ALFRED BENESCH & COMPANY – PROFESSIONAL SERVICES – 96TH TO 108TH STREET PAVEMENT REHABILITATION – \$36,904.02
10. REQUEST FOR PAYMENT – ALFRED BENESCH & COMPANY – PROFESSIONAL SERVICES – 84TH TO 96TH STREET PANEL REPLACEMENT – \$9,361.86
11. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – SOUTHPORT TRAFFIC IMPACT STUDY REVIEW – \$875.00
12. APPROVAL OF CLAIMS

A-1 FLAGS, POLES, & REPAIR, services	125.00
AA WHEEL & TRUCK SUPPLY, maint	10.20
ABM INDUSTRIES INC, services	9,068.12
ACTION BATTERIES, maint.	109.90

ACTIVE NETWORK, services	51.15
ALFRED BENESCH & CO, services	52,150.32
AMAZON, bld&grnds	1,433.26
BARCO PRODUCTS INC, supplies	178.04
BAUER BUILT INC, maint.	168.72
BIBLIOTHECA LLC, media	6.24
BLACK HILLS ENERGY, utilities	1,122.84
BOBCAT OF OMAHA, services	456.00
BOB'S RADIATOR REPAIR, maint.	160.00
BOK FINANCIAL, bonds	284,527.50
BS&A SOFTWARE, services	5,000.00
CCAP AUTO LEASE LTD, services	449.00
CENTER POINT INC, books	408.66
CENTURY LINK/LUMEN, phones	148.15
CINTAS CORP, services	492.60
CITY OF OMAHA, services	279,660.37
COMP CHOICE INC, services	62.00
CONRECO INC, services	100.00
CORNHUSKER INTL TRUCKS INC, maint.	235.88
CULLIGAN OF OMAHA, services	19.00
DATASHIELD CORP, services	60.00
DELL MARKETING, services	10,113.20
DESIGN WORKSHOP INC, services	5,175.00
DITCH WITCH OF OMAHA, services	4,800.00
DLR GROUP, services	13,675.00
DXP ENTERPRISES INC, maint.	34.39
ECHO GROUP INC, bld&grnds	122.70
ED ROEHR SAFETY PRODUCTS CO, supplies	1,165.00
EMBLEMS INC, services	407.50
ESSENTIAL SCREENS, services	163.00
FASTENAL CO, supplies	505.49
FBG SERVICE CORP, bld&grnds	2,711.30
FEDEX, services	157.12
FERGUSON ENTERPRISES INC, bld&grnds	916.23
FIKES COMMERCIAL HYGIENE LLC, supplies	60.00
FIRST STATE BANK, services	12,205.78
GENERAL FIRE & SAFETY EQUIP CO, services	1,313.00
GENUINE PARTS CO, maint,	186.52
GOODWIN TUCKER GROUP, bld&grnds	463.01
GRAYBAR ELECTRIC CO, services	1,174.82
GREAT PLAINS COMMUNICATION, services	777.60
GREAT PLAINS UNIFORMS, apparel	99.00
GUARDIAN ALLIANCE TECH INC, services	708.00
HELGET SAFETY, supplies	80.00
HITOUCHE BUS SVS, supplies	189.54
HOBBY LOBBY STORES INC, supplies	105.87
HUNTEL COMMUNICATIONS INC, services	6,373.00
INDUSTRIAL SALES CO, maint.	187.31
INGRAM LIBRARY SERVICES, books	1,848.56
J & J SMALL ENGINE, services	8,016.97
JOHNSON, ALLEN L, services	71.50
K ELECTRIC, bld&grnds	187.00
KANOPIY INC, services	156.00
KIMBALL MIDWEST, supplies	122.72
KINDIG, D., services	104.80
LV COMM FOUNDATION, payroll	30.00
LIBRARY IDEAS LLC, books	1,021.80
LOGAN CONTRACTORS SUPPLY, services	154.00
LOGO LOGIX EMBROIDERY, apparel	490.00
LOVELAND GRASS PAD, supplies	3.99

LOWE'S, supplies	54.24
MARTIN ASPHALT - MONARCH OIL, services	521.70
MENARDS-RALSTON, bld&grnds	857.13
METRO COMM COLLEGE, bld&grnds	23,420.27
MICROFILM IMAGING SYSTEMS INC, services	3,800.00
MID-AMERICAN BENEFITS INC, services	2,042.75
MID-IOWA SOLID WASTE EQUIP, supplies	44.07
MIDLANDS LIGHTING & ELECTRIC, supplies	15.00
MIDWEST TAPE, media	73.12
MIDWEST TURF & IRRIGATION, bld&grnds	13.94
MOTOROLA SOLUTIONS INC, services	519.59
NE DEPT OF REVENUE, sales tax	269.39
NE IOWA DOOR SERVICES INC, bld&grnds	150.00
NE MUNICIPAL CLERKS ASSOC, services	90.00
NE SECRETARY OF STATE, services	30.00
NE TITLE CO, services	261,668.06
NLA-NEBRASKA LIBRARY ASSN, services	355.00
OFFICE DEPOT INC, supplies	1,721.22
OLSSON INC, services	2,120.00
OMAHA ELECTRIC SERVICE INC, services	65,446.06
OMNI ENGINEERING, services	1,020.51
ONE CALL CONCEPTS INC, services	307.63
O'REILLY AUTO PARTS, maint.	1,687.95
PAPILLION SANITATION, services	993.62
PAPIO-MISSOURI RIVER NRD, services	203,342.65
PAYROLL MAXX, payroll & taxes	437,195.22
PINOT'S PALETTE LA VISTA, services	2,940.00
QUALITY FENCE LLC, services	22,130.00
READY MIXED CONCRETE CO, services	1,998.39
RED WING, apparel	150.00
REDFIELD & CO, services	548.80
RIVER CITY RECYCLING, services	40.00
SECURITY EQUIPMENT INC, bld&grnds	187.50
SHERWIN-WILLIAMS, supplies	130.10
SHI INTERNATIONAL CORP, services	7,308.93
SOUCIE, JOSEPH, travel	555.48
SOUTHERN UNIFORM, apparel	364.51
SUBURBAN NEWSPAPERS INC, services	352.11
SWAIN CONSTRUCTION INC, services	705,789.38
TEMPLE DISPLAY LTD, services	487.00
THE COSGRAVE CO, bld&grnds	308.00
THE FILTER SHOP INC, bld&grnds	387.20
THE LIBRARY SUPPLY, services	829.88
THE WALDINGER CORP, bld&grnds	774.50
THOMPSON DREESSEN & DORNER INC, services	8,362.91
TR CONSTRUCTION LLC, services	259,267.43
TRAIL, RANDY, supplies	289.70
TY'S OUTDOOR POWER, maint.	590.80
U.S. CELLULAR, phones	2,184.39
UNITED PARCEL, services	9.65
VERIZON WIRELESS, phones	362.21
VIERREGGER ELECTRIC CO, services	5,493.08
WESTLAKE HARDWARE, supplies	1,312.72
WHITE CAP LP, apparel	140.58
WOODHOUSE BUICK, maint.	205.19
ZOOM VIDEO COMMUNICATIONS, services	1,999.00

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Quick 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 programs through the Recreation Department and Senior Center.

Chief of Police Lausten reported that they met with residents on Josephine St. about options regarding parking and mail delivery issues.

City Engineer Dowse gave an update on street construction projects and the Thompson Creek Open House.

**B. RESOLUTION – AMEND INTERLOCAL COOPERATION AGREEMENT – SARPY COUNTY**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-105 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT OF THE INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY FOR HOSTED SERVICES.

WHEREAS, the City Council has determined that a need exists to amend the contract for hosted services; and

WHEREAS, Sarpy County has the resources and technology to provide said Hosting Services; and

WHEREAS, The FY22 Information Technology budget contains funding for the Hosted Services Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, approve the amendment of the Interlocal Cooperation Agreement with Sarpy County for Hosted Services.

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

**C. RESOLUTION – AUTHORIZE NEGOTIATIONS FOR CONSTRUCTION MANAGEMENT AT RISK CONTRACT – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS**

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-106 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, REGARDING EVALUATION AND RANKING OF CONSTRUCTION MANAGERS AND AUTHORIZING NEGOTIATIONS FOR CONSTRUCTION MANAGEMENT AT RISK CONTRACT FOR PROPOSED CENTRAL PARK PAVILION AND SITE IMPROVEMENTS LOCATED NORTH OF 8302 CITY CENTRE DRIVE IN CENTRAL PARK.

WHEREAS, the Mayor and City Council authorized and approved Construction Management at Risk delivery system ("Construction Management at Risk" or "CMR") under Neb. Rev. Stat. Section 13-2901 et seq ("Act"), approved CMR policies ("Policies"), and approved Construction Management at Risk for the proposed Central Park Pavilion and Site Improvements project located north of 8302 City Centre Drive in Central Park; and

WHEREAS, the Mayor and City Council selected construction managers as prequalified and eligible to receive request for proposals for the CMR contract for the proposed Central Park Pavilion and Site Improvements project and authorized requesting proposal ("RFPs") from them, which RFPs were issued and proposals were received ("Proposals"); and

WHEREAS, the Proposals were referred to the City's CMR selection committee for evaluation and recommendation, which evaluation the selection committee carried out ("Selection Committee Evaluation") taking into

consideration applicable criteria and assigning points to each criterion listed in Neb. Rev. Stat. Section 13-2911(2) not in excess of the maximum percentages set forth in the RFPs ("Selection Committee Points Allocation"). Following are the selection committee recommendations based on the Selection Committee Evaluation and best meeting the criteria in the RFPs, including the Selection Committee Points Allocation, listed in order of recommended ranking ("Selection Committee Recommended Ranking"):

1. JE Dunn Construction Company
2. Lund Ross Construction Company
3. The Graham Group; and

WHEREAS, the Mayor and City Council desires to accept, adopt, and approve the Selection Committee Evaluation of the Proposals, Selection Committee Points Allocation, and Selection Committee Recommended Ranking, and authorize negotiation of a CMR contract.

NOW, THEREFORE, BE IT RESOLVED that the following is approved:

1. The recitals above are incorporated herein by reference and approved.
2. The Mayor and Council acknowledges receipt of the Selection Committee Evaluation of the Proposals, including the Selection Committee Points Allocation, and the Selection Committee Recommended Ranking.
3. The Mayor and City Council hereby accepts, adopts, and approves the Selection Committee Evaluation of the Proposals, Selection Committee Points Allocation, and Selection Committee Recommended Ranking, and makes and approves the following rankings of Proposals as in accordance with applicable requirements and best meeting the criteria in the RFPs:
  1. JE Dunn Construction Company
  2. Lund Ross Construction Company
  3. The Graham Group
4. JE Dunn Construction Company is selected as the highest ranked construction manager and the City Administrator or City Engineer, or any designees of the City Administrator or City Engineer, is authorized to enter negotiations for a CMR contract with JE Dunn Construction Company. Any such CMR contract shall be subject to approval of the Mayor and City Council
5. The City Administrator or City Engineer, or any designee of the City Administrator or City Engineer, shall be authorized on behalf of the City to take all actions as she or he determines necessary or appropriate in connection with the Proposal, CMR contract negotiation, the actions approved in this Resolution or the CMR process, except for any action or approval that the Policies expressly require of the Mayor and City Council or the City's selection committee. The authorization provided by this paragraph "5" shall include without limitation:
  - a. Negotiating and preparing CMR contracts with prospective construction managers;
  - b. Determining applicable criteria and content of all proposed documents and instruments of the City; and
  - c. Taking all other actions as determined necessary or appropriate under the circumstances to prepare or present a proposed CMR contract to the Mayor and City Council for consideration or approval.

This resolution shall be in full force and take effect from and after adoption as provided by law.

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

**D. RESOLUTION – APPROVAL OF APPLICATION FOR RECONSTRUCTION TO LIQUOR LICENSE – CASEY'S GENERAL STORE**

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-107 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE APPLICATION FOR RECONSTRUCTION TO THE CASEY'S GENERAL STORE #6173 (PREVIOUSLY NAMED BUCKY'S EXPRESS 73) CLASS D LIQUOR LICENSE AT 7203 HARRISON STREET, LA VISTA, NEBRASKA.

WHEREAS, Casey's General Store (previously named Bucky's Express 73), 7203 Harrison St, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for reconstruction to their Class D Liquor License, and

WHEREAS, the reconstruction is for an interior remodel and will not affect the dimensions of the building or the licensed area, 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 the application for reconstruction to the Class D Liquor License submitted by Casey's General Store (previously named Bucky's Express 73), 7203 Harrison St, La Vista, Sarpy County, Nebraska

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

**E. RESOLUTION – INSURANCE BROKER AGREEMENT – ADDENDUM ONE**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-108 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING ADDENDUM ONE TO THE AGREEMENT WITH FIRST INSURANCE GROUP LLC DBA FNIC (FORMERLY THE HARRY A. KOCH COMPANY) TO EXTEND THE EXPIRATION DATE OF THE INSURANCE BROKER SERVICES AGREEMENT THROUGH SEPTEMBER 30, 2022.

WHEREAS, The City of La Vista and First Insurance Group LLC dba FNIC (formerly The Harry A. Koch Company) entered into an Agreement dated June 5, 2019 ("Agreement"); and

WHEREAS, the term of the Agreement was for October 1, 2019 through September 30, 2020; and

WHEREAS, The City of La Vista and First Insurance Group LLC dba FNIC (formerly The Harry A. Koch Company) wish to execute Addendum One to extend the expiration date of the Agreement to September 30, 2022

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approves Addendum One to the agreement with First Insurance Group LLC dba FNIC (formerly The Harry A. Koch Company) to extend the expiration date of the Agreement to September 30, 2022 and authorizes the Mayor to execute said addendum.

Seconded by Councilmember Sheehan. 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.

**COMMENTS FROM MAYOR AND COUNCIL**

Mayor Kindig commented on the Legislature working on redistricting.

At 6:21 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 5TH DAY OF OCTOBER 2021.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**MEETING OF THE LIBRARY ADVISORY BOARD  
CITY OF LA VISTA**

**MINUTES OF MEETING  
September 9, 2021**

Members Present: Rose Barcal Cindi Hearn Connie Novacek  
Kim Schmit-Pokorny Carol Westlund

Members Absent: Huyen-Yen Hoang

**Agenda Item #1: Call to Order**

The meeting was called to order at 5:30 p.m.

**Agenda Item #2: Announcement of Location of Posted Open Meetings Act**

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

**Agenda Item #3: Introductions**

Cindi Hearn, the Library Board's newest member, was introduced.

**Agenda Item #4: Approval of Minutes of July 8, 2021 Meeting**

It was moved by Westlund and seconded by Schmit-Pokorny that the July 8, 2021 minutes be accepted with a date correction. Board members voting aye: Hearn, Novacek, Schmit-Pokorny, and Westlund. Nays: none. Abstain: none. Absent: Hoang. Motion carried.

**Agenda Item #5: Library Director's Report**

- a. Programs: highlights of programming were given including the virtual sessions. There has been a change to how the state would like to see the program statistics. This includes identifying programs according to onsite, offsite, virtual live and virtual pre-recorded. The board indicated they would like to have these numbers included in the library board report as well.
- b. Employee updates included the addition of Linda Miner and Sydnee Racicot to the library team. Resignations were accepted from Emily Sutherland.
- c. Library Meetings were reviewed including the Condominium Board meeting with Metropolitan Community College. Virtual meetings were held with a representative from Transparent Language which offers reading and writing features that would benefit the library's GED program. Niche Academy offers online tutorials for several of the library's online resources.
- d. General Library Information included a possible donor and a letter of intent naming the library as a beneficiary.

**Agenda Item #6: Circulation Report**

Barcal distributed monthly circulation reports.

**Agenda Item #7: Old Business**

- a. Grants

- i. Nebraska Library Commission: Library Innovation Studios (LIS). The LIS intern position is complete. The La Vista Library will host a pre-conference for the annual Nebraska Library Association conference held in Omaha this year. Three library staff members will be assisting with the LIS conference in November in Lincoln.
- ii. CARES Act Grant Program: Complete.
- iii. Google: Teens' Tech Lab: the 3D printer is on order. The laptop and hotspots will be ordered next. Changes have already taken place in the city's Master Fee Ordinance.
- iv. Nebraska State Historical Society Foundation: Statewide Grants Program: Book Display. This was not funded but it was suggested to resubmit.
- v. USAC's Emergency Connectivity Fund. This was not submitted to limitations of fund use. Focus will shift to the funding through the Nebraska Library Commission as the library is eligible for \$8,472 in grant allocations under ARPA. Deadline for submittal is December 31, 2021.
- b. COVID-19 Update. The city has reinstated the mask mandate: all employees regardless of vaccination status are required to wear a mask.
- c. Department Plan Development Strategy. The plan is in the process of being updated.

Agenda Item #8: New Business

- a. New Policy: 3D Printer General Use. Barcal reported the new proposed policy is due to the Google Grant. Discussion was held. Concerning the 3D Printer Usage Agreement Form, an "an" will be added to the first line of the seventh bullet point so the statement reads, "...may not be reserved **an** hour before the library closes." In the final sentence of the Agreement, an "is" should be added so the statement reads, ..."and ensuring it **is** in good working condition...". It was moved by Schmit-Pokorny and seconded by Novacek that the 3D Printer General Use policy be accepted as edited. Board members voting aye: Hearn, Novacek, Schmit-Pokorny, and Westlund. Nays: none. Abstain: none. Absent: Hoang. Motion carried.
- b. New Policy: iPad Lending. Barcal reported the new proposed policy is due to the Google Grant. Discussion was held. It was moved by Westlund and seconded by Hearn to accept the policy as presented. Board members voting aye: Hearn, Novacek, Schmit-Pokorny, and Westlund. Nays: none. Abstain: none. Absent: Hoang. Motion carried.
- c. New Policy: Wi-Fi Hotspot Lending. Barcal reported the new proposed policy is due to the Google Grant. Discussion was held. Under "Lending Period", formatting will change to bulleted points. Under the "Wi-Fi Hotspot Patron Agreement Form", the last shaded bullet item should read ..."the replacement cost of the item(s) plus a \$5....". It was moved by Schmit-Pokorny and seconded by Westlund that the Wi-Fi Hotspot Lending policy be accepted as edited. Board members voting aye: Hearn, Novacek, Schmit-Pokorny, and Westlund. Nays: none. Abstain: none. Absent: Hoang. Motion carried.
- d. Public Library Board Certification. Director Barcal received a letter from the Nebraska Library Commission dated August 25, 2021 stating that a new certificate was enclosed and "Congratulations for your dedication to continuous improvement of library service to your community." "The board as a whole must acquire 20 hours of continuing education credit during the next three years in order to renew again." Congratulations to the board on a job well done.
- e. State Report. The statistics will be compiled starting in October for the annual state report to be submitted to the state.
- f. Summer Reading. Summer reading spanned all of June and July. A report was distributed containing 324 readers for the Reading Challenge (birth through adult); age 0-6 counted books where 7,133 books were read; and age seven to adult counted 291,840 minutes were read or 4,864 hours.

g. 2021 State Aid Award. The library received \$2,466 in state aid, an increase of \$7 from last year.

Agenda Item #9: Comments from the Floor

There were no comments from the Floor.

Agenda Item #10: Comments from the Board

There were no comments from the Board.

There was a motion by Schmit-Pokorny and second by Westlund to adjourn the meeting at 6:43 p.m.

The next meeting is scheduled for November 11<sup>th</sup>, 2021 at 5:30 p.m. at the La Vista Public Library, Conference Room #138.

Meeting of the Board of Directors

LA VISTA/METROPOLITAN COMMUNITY COLLEGE  
CONDOMINIUM OWNERS ASSOCIATION, INC.

MINUTES OF MEETING  
August 9, 2021

4:06 p.m.

Members Present:	Rose Barcal KT Nelson	Patrick Boyle Bernie Sedlacek	Brenda Gunn Joe Soucie
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Agenda Item #1: Announcement of Location of Posted Open Meetings Act

A copy of the Open Meetings Act is posted on the wall of the conference room for public access and reference. A copy of the act is also available.

Agenda Item #2: Approval of the Notice of the Meeting

Notice of Meeting was published by the City and College in the Times and Omaha World Herald. Moved by Gunn and seconded by Sedlacek to approve. Board members voting aye: Barcal, Boyle, Gunn, Nelson, Sedlacek, and Soucie. Nays: none. Absent: none. Motion approved.

Agenda Item #3: Approval of the Minutes from May 10, 2021

Moved by Gunn and seconded by Sedlacek to approve the May 10, 2021 meeting minutes. Board members voting aye: Barcal, Boyle, Gunn, Nelson, Sedlacek, and Soucie. Nays: none. Absent: none. Motion approved.

Agenda Item #4: Long Range Capital Improvement Plan

A contract was written for the building's roof and gutters as the contractor is not currently available. The estimated timeline is March or April 2022. Sedlacek recommends changing contract to "March 2022 through August". Soucie commented that the city has contractors work a specific number of days versus a date of start/completion.

Agenda Item #5: Lot 2, Metro La Vista Addition.

Soucie reported the posts are in. Fabric will be in next week. Signage and benches will be installed this week. It's estimated the park will be operating in ten to fourteen days. Gunn clarified change of contract and dates. A discussion was held.

Agenda Item #6: Other Business

Gunn asked if classes are being held at Sarpy Center. Boyle reported that fall quarter begins September 7 and all staff will report by August 16. Most classes are still be conducted online.

Agenda Item #7: Next Meeting

The next meeting will be Monday, November 8, 2021 at 4:00 p.m. at the La Vista Public Library, Room #138. The annual meeting is to follow immediately after in the same room.

It was moved by Gunn and seconded by Sedlacek to adjourn the meeting at 4:20 p.m.



## INVOICE

Mr. Patrick Dowse, PE  
 City Engineer  
 City of La Vista  
 8116 Park View Blvd  
 La Vista, NE 68128

September 22, 2021  
 Project No: 115453-16  
 Invoice No: 31371

Project 115453-16 114th and Giles Intersection Improvements

**Professional Services for the Period: August 1, 2021 to August 31, 2021**

**Professional Personnel**

	Hours	Rate	Amount
Engineer V			
Denney, Adam	1.00	175.00	175.00
Labor	1.00		175.00
<b>Total Labor</b>			<b>175.00</b>
<b>Contract Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	175.00	11,072.27	11,247.27
Contract Maximum			11,900.00
Remaining Contract			652.73
		<b>TOTAL AMOUNT DUE</b>	<b>\$175.00</b>

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	175.00	10,603.75	10,778.75
Expense	0.00	468.52	468.52
<b>Totals</b>	<b>175.00</b>	<b>11,072.27</b>	<b>11,247.27</b>

Project Manager Adam Denney

OK to Pay  
 PMD 9/28/21  
 05.71.0917.000-STR21003



5022 S 114th Street  
Suite 200  
Omaha, NE 68137  
(712) 323-0530

## INVOICE

Invoice Number: 702619-10  
Date: September 28, 2021  
Client Code: 7220  
P.O. Number: 20-008340

## City of LaVista

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

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

## HGM - Survey & Design Through: September 15, 2021

	Hours	Rate	Current Period	Billed To Date
<b>001: Phase I Investigation (LS \$53,340)</b>				
		<b>90% Complete</b>		<b>\$48,006.00</b>
<b>002: Trekk (\$90,420) (Hrly)</b>				<b>\$89,172.71</b>
<b>003: Thiele Geotech (\$18,675) (Hrly)</b>				<b>\$18,675.00</b>
<b>004: Emspace &amp; Lovgren (\$9,775) (Hrly)</b>				
Emspace + Lovgren			<u>\$3,715.00</u>	
			<b>\$3,715.00</b>	<b>\$7,892.17</b>
<b>005: Amendment 1 HGM (LS \$923)</b>		<b>100% Complete</b>		<b>\$923.00</b>
<b>006: Amendment 1 TREKK (\$4,000) (Hrly)</b>				<b>\$4,000.00</b>
<b>007: Phase 2 Final Design (Hrly)</b>				
Design Engineer	44.50	87.82	\$3,907.99	
Design Engineer	86.50	125.80	\$10,881.70	
Engineer Tech	13.00	95.79	\$1,245.27	
Engineer Technician II	23.00	100.78	\$2,317.94	
Engineer Technician III	5.50	87.11	\$479.11	
Engineer Technician III	5.50	104.41	\$574.26	
Land Surveyor	2.00	170.66	\$341.32	
Senior Project Engineer	45.50	194.49	<u>\$8,849.30</u>	
			<b>\$28,596.89</b>	<b>\$44,648.90</b>

Total Amount Billed	\$213,317.78
Less Previous Invoices	\$181,005.89

**Invoice Total****\$32,311.89****Outstanding Invoices**

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
702619-9	8/25/2021		\$16,052.01			\$16,052.01

OK to Pay  
PMD 9/28/21

**Invoice**

# olsson

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

September 21, 2021  
 Invoice No: 398047

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

**Invoice Total** **\$2,238.50**

Olsson Project # B16-05460 La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered July 11, 2021 through September 11, 2021 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16  
 PO: 20-008346

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 Phase 300 Project Management (Including Amendments 2, 3, 5 & 7)

**Labor**

		Hours	Rate	Amount
Team/Technical Leader				
Egelhoff, Anthony		.75	185.00	138.75
Totals		.75		138.75
<b>Total Labor</b>				<b>138.75</b>
				<b>Total this Phase</b> <b>\$138.75</b>

-----  
 Phase 402 SWPPP Inspections (Including Amendment 5, 7, 11)

**Fee**

Number of Mo Insp Fees	2.00	
Fee Each	800.00	
Subtotal	1,600.00	
		<b>Subtotal</b>
		<b>1,600.00</b>
		<b>Total this Phase</b>
		<b>\$1,600.00</b>

-----  
 Phase 403 Astro Theater Amd 11

Project	B16-05460	La Vista NE City Centre Phase 1 Public	Invoice	398047
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**Labor**

	Hours	Rate	Amount
Associate Surveyor Peterson, Drew	.50	110.00	55.00
1-Man Survey Crew Rothanzl, Dylan	3.50	110.00	385.00
Team Leader Rothanzl, Terrence	.50	112.00	56.00
<b>Totals</b>	<b>4.50</b>		<b>496.00</b>
<b>Total Labor</b>			<b>496.00</b>

**Unit Billing**

Field Vehicle 1317	5.0 Miles @ 0.75	3.75
<b>Total Units</b>		<b>3.75</b>
	<b>Total this Phase</b>	<b>\$499.75</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	2,238.50	1,169,328.67	1,171,567.17
Limit			1,215,505.92
Balance Remaining			43,938.75
<b>AMOUNT DUE THIS INVOICE</b>			<b>\$2,238.50</b>

Email Invoices to: pdowse@cityoflavista.org

Authorized By: Anthony Egelhoff

OK TC PA-1  
PMD 9/26/21

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

## Invoice

olsson

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

September 28, 2021  
Invoice No: 399166

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

**Invoice Total** **\$332.50**

Olsson Project # T16-05460

## La Vista Community Development Agency Existing Chilis Demolition Additional Services

Professional services rendered August 8, 2021 through September 11, 2021 for work completed in accordance with agreement dated April 29, 2021.

## Phase 200 Project Management

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	664.00	664.00
Limit			750.00
Balance Remaining			86.00
		<b>Total this Phase</b>	<b>0.00</b>

Phase 300 Final Construction Documents

## Labor

	Hours	Rate	Amount
Principal			
Williams, Eric	2.00	136.00	272.00
CAD Operator			
Andreessen, Kaitlyn	1.00	65.00	65.00
	3.00		337.00
<b>Total Labor</b>			<b>337.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	337.00	4,667.50	5,004.50
Limit			5,000.00
<b>Over Limit Adjustment</b>			<b>-4.50</b>
		<b>Total this Phase</b>	<b>\$332.50</b>

Project	T16-05460	La Vista Comm Dev Agency Chilis Demo	Invoice	399166
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Phase 310 Hazardous Materials Survey (Contractor)  
**Fee**

<b>Billing Phase</b>	<b>Fee</b>	<b>Percent Complete</b>	<b>Billed To Date</b>	<b>Previous Fee Billing</b>	<b>Current Fee Billing</b>
Hazardous Materials Survey (Contractor)	1,375.00	100.00	1,375.00	1,375.00	0.00
Total Fee	1,375.00		1,375.00	1,375.00	0.00
		<b>Subtotal</b>			<b>0.00</b>
				<b>Total this Phase</b>	<b>0.00</b>

Phase 500 On-Site Construction Administration

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	0.00	0.00
Limit			1,750.00
Balance Remaining			1,750.00
		<b>Total this Phase</b>	<b>0.00</b>

Phase 540 On-Site Construction Observation

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	0.00	0.00
Limit			6,250.00
Balance Remaining			6,250.00
		<b>Total this Phase</b>	<b>0.00</b>

Phase 545 Survey Post Verification

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	0.00	0.00
Limit			3,500.00
Balance Remaining			3,500.00
		<b>Total this Phase</b>	<b>0.00</b>

Phase 550 Special Inspections / Testing

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

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Project	T16-05460	La Vista Comm Dev Agency Chilis Demo	Invoice	399166
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<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	0.00	0.00
Limit			1,500.00
Balance Remaining			1,500.00
<b>Total this Phase</b>			<b>0.00</b>
<b>AMOUNT DUE THIS INVOICE</b>			<b>\$332.50</b>

Email Invoice(s) to: pdowse@cityoflavista.org

Authorized By: Eric Williams

OK to Pay  
PMD 9/28/21  
16.71.0918.000 - CMDV20002



ELECTRIC SERVICE, INC.  
24 HOUR SERVICE • 402-597-3040

8506 Madison Street • Omaha, NE 68127  
SINCE 1987  
www.omahaelectric.com

# Invoice

A-9



Invoice Number
16013
Invoice Date
9/16/2021

Bill To: CITY OF LAVISTA  
8116 PARK AVE BLVD  
  
LA VISTA, NE 68128

Re: 114th and Giles  
114th and Giles

La Vista, NE

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
11756			Net 30 Days	10/16/2021
Description			Unit of Measure	Unit Price
Description				Extended Price

Retainage Invoice

\$7,271.78

Ok To Pay  
PMO 9/28/21

09.71.0917 - STRT 21003



Convenience fee of 2.5% of total invoice  
will apply when paying with credit card

Subtotal	\$	7,271.78
Sales Tax (if applicable)	\$	0.00
<b>Total Due</b>	<b>\$</b>	<b>7,271.78</b>

NOW ACCEPTING E-CHECKS WITH NO PROCESSING FEE

Overdraft fee of \$35.00 will be charged for all NSF items.

***Thank you for your business!!***

Please remit payment to Omaha Electric Service, 8506 Madison Street, Omaha NE 68127



August 31, 2021

Project No: R3003.066.00  
 Invoice No: 49066

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 August 31, 2021**

**Fee**

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee	
Planning	237,167.50	100.00	237,167.50	237,167.50	0.00	
Schematic Design	12,482.50	61.60	7,689.22	4,993.00	2,696.22	
Total Fee	249,650.00		244,856.72	242,160.50	2,696.22	
			<b>Total Fee</b>			<b>2,696.22</b>

**Reimbursable Expenses**

Printing	.40
<b>Total Reimbursables</b>	<b>.40</b>
<b>Total this Invoice</b>	<b>\$2,696.62</b>

PO Number: 20-008351

16.11.0939.003

R. Ramirez  
 9/21/21





## City of La Vista Detailed Payment

96th St - Portal to Harrison & 108th St - Giles to Harrison

**Description** 2021 - Pavement Reconstruction & Pavement Rehabilitation

**Payment Number** 6

**Pay Period** 08/29/2021 to 09/23/2021

**Prime Contractor**  
Swain Construction  
6002 N 89th Cir  
Omaha, NE 68134

**Payment Status** Pending

**Awarded Project Amount** \$3,740,796.57

**Authorized Amount** \$3,794,262.31

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
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### Section: 1 - Description

0010	10.0	LS	\$296,096.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$296,096.00
<b>Mobilization</b>										
0020	20.0	EA	\$353.000	76.000	0.000	88.000	88.000	88.000	\$0.00	\$31,064.00
<b>Install Curb Inlet Protection</b>										
0030	30.0	LF	\$8.620	350.000	0.000	1,134.000	1,134.000	1,134.000	\$0.00	\$9,775.08
<b>Install Silt Fence</b>										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

09/24/2021

Page 1 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Billed To Date	Current Payment Amount	Total Payment Amount	Line Description
0040	40.0	SY	\$13.000	6,889.000	0.000	6,889.000	6,889.000	6,889.000	\$0.00	\$89,557.00	Remove Pavement
<hr/>											
0050	50.0	SY	\$5.920	29,500.000	0.000	27,663.795	27,663.795	27,663.795	\$0.00	\$163,769.67	Perform 3" Cold Planning – Concrete
<hr/>											
0060	60.0	TON	\$104.000	3,400.000	0.000	3,161.930	3,161.930	3,161.930	\$0.00	\$328,840.72	Construct 2" Asphalt Surface Course, Type SPH (PG64-34)
<hr/>											
0070	70.0	TON	\$99.400	1,700.000	0.000	1,662.490	1,662.490	1,662.490	\$0.00	\$165,251.51	Construct 1" Asphalt Wedge Course, Type SPR-Fine (PG64-34)
<hr/>											
0080	80.0	SY	\$13.000	6,889.000	0.000	6,889.000	6,889.000	6,889.000	\$0.00	\$89,557.00	Construct 4" Aggregate Base Course
<hr/>											
0090	90.0	SY	\$36.250	75.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	Unsuitable Subgrade Material
<hr/>											
0100	100.0	SY	\$9.520	6,889.000	0.000	6,889.000	6,889.000	6,889.000	\$0.00	\$65,583.28	Subgrade Preparation
<hr/>											
0110	110.0	TON	\$150.000	250.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	Construct Fly Ash Stabilization
<hr/>											
0120	120.0	SY	\$75.600	6,889.000	0.000	6,734.680	6,734.680	6,734.680	\$0.00	\$509,141.81	Construct 10" Concrete Pavement (Type L65)
<hr/>											
0130	130.0	SY	\$95.200	6,740.000	1,590.395	4,194.327	5,784.722	5,784.722	\$151,405.60	\$550,705.53	Construct 10" Concrete Pavement Repair (Type L655)
<hr/>											
0140	140.0	SY	\$102.000	1,625.000	205.740	988.710	1,194.450	1,194.450	\$20,985.48	\$121,833.90	Construct 10" Concrete Pavement Repair (Type L85)
<hr/>											

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

09/24/2021

Page 2 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid to Date	Total Quantity Purchased to Date	Current Payable Amount	Current Payable Amount
0150	150.0	EA	\$5,760	1,860.000	721.000	2,277.000	2,998.000	2,998.000	\$4,152.96	\$17,268.48
Install Epoxy Coated Tie Bars (Pavement Repair)										
0160	160.0	EA	\$777.000	10.000	2.000	7.000	9.000	9.000	\$1,554.00	\$6,993.00
Adjust Utility Valve to Grade										
0170	170.0	EA	\$1,213.000	22.000	3.000	14.000	17.000	17.000	\$3,639.00	\$20,621.00
Adjust Manhole to Grade										
0180	180.0	SF	\$7.690	22,055.000	1,176.500	19,606.735	20,783.235	20,783.235	\$9,047.29	\$159,823.08
Construct 6" Sidewalk Repair										
0190	190.0	SF	\$6.050	265.000	0.000	15.000	15.000	15.000	\$0.00	\$90.75
Construct Sidewalk Curb Wall										
0200	200.0	SF	\$8.470	784.000	0.000	495.250	495.250	495.250	\$0.00	\$4,194.77
Construct 6" Imprinted PCC Surface										
0210	210.0	SF	\$8.960	13,264.000	0.000	11,126.830	11,126.830	11,126.830	\$0.00	\$99,696.40
Construct 6" PCC Median Surfacing Repair										
0220	220.0	EA	\$2,118.000	3.000	2.000	1.000	3.000	3.000	\$4,236.00	\$6,354.00
Relocate Median Nose										
0230	230.0	EA	\$3,700.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Relocate Pull Box										
0240	240.0	EA	\$615.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Pull Box to Grade										
0250	250.0	EA	\$250.000	51.000	6.000	44.000	50.000	50.000	\$1,500.00	\$12,500.00
Clearing and Grubbing per Intersection Corner										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

09/24/2021

Page 3 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Yield Quantity	Provision Yield Quantity	Total Quantity Pended Date	Total Quantity Pending Date	Current Payment Amount	Temporary Amount
0260	260.0	LF	\$38.250	871.000	119.500	864.762	984.262	984.262	\$4,570.87	\$37,648.02
Repair Curb and Gutter										
0270	270.0	SF	\$14.200	2,657.000	174.000	1,553.000	1,727.000	1,727.000	\$2,470.80	\$24,523.40
Construct PCC Curb Ramp										
0280	280.0	SF	\$25.700	560.000	48.000	464.000	512.000	512.000	\$1,233.60	\$13,158.40
Construct Detectable Warning Panel										
0290	290.0	SF	\$58.000	240.000	31.660	30.000	61.660	61.660	\$1,836.28	\$3,576.28
Construct Segmental Retaining Wall										
0300	300.0	EA	\$3,194.000	57.000	6.000	52.000	58.000	58.000	\$19,164.00	\$185,252.00
Remove and Replace Curb Inlet Top										
0310	310.0	LF	\$3.630	3,025.000	45.000	0.000	45.000	45.000	\$163.35	\$163.35
Crack or Joint Repair – Type "A"										
0320	320.0	SY	\$216.000	225.000	120.920	92.113	213.033	213.033	\$26,118.72	\$46,015.13
Crack or Joint Repair – Type "B" (96 St.)										
0330	330.0	LF	\$7.190	3,500.000	0.000	138.000	138.000	138.000	\$0.00	\$992.22
Crack or Joint Repair – Type "B" (108 St.)										
0340	340.0	EA	\$203.000	60.000	19.250	14.000	33.250	33.250	\$3,907.75	\$6,749.75
Remove and Install New Sprinkler System Head										
0350	350.0	SY	\$2.030	1,714.000	333.390	4,593.209	4,926.599	4,926.599	\$676.78	\$10,000.99
Install Rolled Erosion Control, Type II With Seeding – Type B										
0360	360.0	LF	\$0.520	4,100.000	0.000	3,936.000	3,936.000	3,936.000	\$0.00	\$2,046.72
Temporary Paint Marking – 5" White										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

09/24/2021

Page 4 of 8

Line Number	Item ID	UoM	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Pledged To Date	Current Payment Amount	Total Amount Paid To Date
0370	370.0	LF	\$0.520	3,460.000	0.000	3,594.000	3,594.000	3,594.000	\$0.00	\$1,868.88
Temporary Paint Marking – 5" Yellow										
0380	380.0	LF	\$2.900	648.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" White Grooved (96 St. Reconstruction)										
0390	390.0	LF	\$1.740	683.000	656.000	515.000	1,171.000	1,171.000	\$1,141.44	\$2,037.54
Install Permanent Paint Marking – 5" White (Pavement Repair)										
0400	400.0	LF	\$3.480	104.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" Yellow (Pavement Repair)										
0410	410.0	LF	\$11.600	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 12" White (Pavement Repair)										
0420	420.0	LF	\$7.540	64.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 24" White (Pavement Repair)										
0430	430.0	LF	\$5.920	4,100.000	0.000	3,877.000	3,877.000	3,877.000	\$0.00	\$22,951.84
Install Permanent Preformed Tape Type 3, 5" White										
0440	440.0	LF	\$5.920	3,460.000	0.000	3,850.000	3,850.000	3,850.000	\$0.00	\$22,792.00
Install Permanent Preformed Tape Type 3, 5" Yellow										
0450	450.0	EA	\$406.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$812.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Right)										
0460	460.0	EA	\$377.000	25.000	0.000	23.000	23.000	23.000	\$0.00	\$8,671.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Left)										
0470	470.0	EA	\$348.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$696.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Thru)										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

09/24/2021

Page 5 of 8

Line Number	Item ID	Item	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Payment Paid To Date
0480	480.0	Day	\$87.000	112.000	24.000	66.000	90.000	90.000	\$2,088.00	\$7,830.00
Furnish Changeable Message Sign										
0490	490.0	Day	\$58.000	305.000	73.000	325.000	398.000	398.000	\$4,234.00	\$23,084.00
Furnish Flashing Arrow Panel										
0500	500.0	Day	\$190.000	175.000	24.000	141.000	165.000	165.000	\$4,560.00	\$31,350.00
Provide Temporary Traffic Control										
0510	510.0	Day	\$341.000	290.000	1.000	16.500	17.500	17.500	\$341.00	\$5,967.50
Provide Flagger										
0520	520.0	per HR	\$64.250	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Skid Loader, Fully Operated										
0530	530.0	per HR	\$88.000	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Dump Truck, Fully Operated										
0540	540.0	LS	\$114,688.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$114,688.00
Contractor Provided Construction Surveying and Staking										
0550	550.0	EA	\$1,119.000	6.000	0.000	6.000	6.000	6.000	\$0.00	\$6,714.00
Protection of Curb Inlet										
0560	909.0	EA	\$53,465.740	1.000	0.200	0.800	1.000	1.000	\$10,693.15	\$53,465.74
FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM - APPROACH										
								Section Totals:	\$279,720.07	\$3,381,771.74
								Total Payments:	\$279,720.07	\$3,381,771.74

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

09/24/2021

Page 6 of 8

## Time Charges

Time Charge	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Days Delayed
Complete All Work by Deadline	10/30/2021	10/30/2021	N/A	\$0.00	N/A	37.0 Days	\$0.00
						<b>Total Damages:</b>	<b>\$0.00</b>

## Summary

<b>Current Approved Work:</b>	<b>\$279,720.07</b>
<b>Current Stockpile Advancement:</b>	<b>\$0.00</b>
<b>Current Stockpile Recovery:</b>	<b>\$0.00</b>
<b>Current Retainage:</b>	<b>-\$141,116.58</b>
<b>Current Retainage Released:</b>	<b>\$0.00</b>
<b>Current Liquidated Damages:</b>	<b>\$0.00</b>
<b>Current Adjustment:</b>	<b>\$0.00</b>
<b>Current Payment:</b>	<b>\$420,836.65</b>
<b>Previous Payment:</b>	<b>\$705,789.38</b>

<b>Approved Work To Date:</b>	<b>\$3,381,771.74</b>
<b>Stockpile Advancement To Date:</b>	<b>\$0.00</b>
<b>Stockpile Recovery To Date:</b>	<b>\$0.00</b>
<b>Retainage To Date:</b>	<b>\$169,088.59</b>
<b>Retainage Released To Date:</b>	<b>\$0.00</b>
<b>Liquidated Damages To Date:</b>	<b>\$0.00</b>
<b>Adjustments To Date:</b>	<b>\$0.00</b>
<b>Payments To Date:</b>	<b>\$3,212,683.15</b>
<b>Previous Payments To Date:</b>	<b>\$2,791,846.50</b>

PAY THIS AMOUNT

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

09/24/2021

Page 7 of 8

## Funding Details

<b>Default Fund Package:</b>	\$0.00	<b>Default Fund Package To Date:</b>	\$0.00
<b>M-376(390) 96th St.:</b>	\$279,720.07	<b>M-376(390) 96th St. To Date:</b>	\$1,881,354.61
<b>M-376(391) 108th St.:</b>	\$0.00	<b>M-376(391) 108th St. To Date:</b>	\$1,500,417.13
<b>Current Payment:</b>	\$279,720.07	<b>Payments To Date:</b>	\$3,381,771.74



Contractor Representative

9/24/21

Date

9/24/21

Date



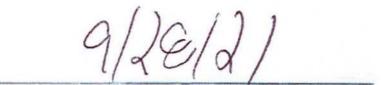
9/24/21

Benesch Project Manager



City of La Vista Representative

Date



9/28/21

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

OK to Pay  
PMD 9/28/21  
05.71.0917-STRT200002 = \$67,618.45  
05.71.0917-STRT200004 = \$353,218.20

09/24/2021

Page 8 of 8

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 5, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PAYMENT AUTHORIZATION – EMERGENCY SEWER CAMERA REPAIRS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing payment to MacQueen Equipment, St. Paul, Minnesota, for emergency repairs made to the sewer camera in an amount not to exceed \$8,497.46.

**FISCAL IMPACT**

The Sewer Maintenance Budget provides funding for the proposed repairs.

**RECOMMENDATION**

Approval

**BACKGROUND**

The sewer camera was inadvertently dropped into a manhole causing damage to the camera unit and crawler used to transport the unit. Standard operating procedures have been put into place to prevent this type of accident from occurring again. The camera was sent in immediately under an emergency repair. The repair invoice will be submitted to the city's insurance carrier for reimbursement, less deductible.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO MACQUEEN EQUIPMENT, ST. PAUL, MINNESOTA FOR AN EMERGENCY REPAIR TO THE SEWER CAMERA IN AN AMOUNT NOT TO EXCEED \$8,497.46.

WHEREAS, the City Council of the City of La Vista has determined that repair of the sewer camera is necessary; and

WHEREAS, the Sewer Maintenance Budget provides funding for the proposed repairs; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to MacQueen Equipment, St. Paul, Minnesota for emergency repair to the Sewer Camera in an amount not to exceed \$8,497.46.

PASSED AND APPROVED THIS 5TH DAY OF OCTOBER 2021.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



MacQueen Equipment

4607 SE Rio Court

Ankeny, IA 50021

515-289-9994 • 800-933-1190

**PLEASE REMIT TO:**

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: CITY OF LA VISTA  
8116 Park View Blvd  
La Vista NE 68128

Branch		
ANKENY IA		
Date	Time	Page
09/07/21	22:45:48 (B)	01
Account No	Phone No	Inv No
LAVIS001	4023318927	W02879
Ship Via	Purchase Order	
	TERRY	
Tax ID No		
		Salesperson
		279

**SERVICE INVOICE**

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C009077	RCX90 CAMERA	469	5613180		
	RCX90	1			

SEGMENT# 1 C 1380 NA 08/25/21 08/26/21 08/25/21

INSPECT TO QUOTECOMPLAINT:

CAMERA FELL 9 FT DOWN MAN HOLE. CUSTOMER KNOWS FOR SURE THAT LEFT REAR AXLE IS BENT, THE CAMERA HAS NO VIDEO FEED, AND 2 HUBS HAVE PINS STUCK. WOULD LIKE CHECKED OVER VERY WELL AND QUOTED FOR REPAIR. ALSO SET HOME LOCATION. CALL TERRY 402-490-7744

CORRECTION:

8-26-21 Connected camera and crawler to SV studio to inspect. Camera has no video and found piece of module laying in bottom of camera head.

Crawler has 3 bent axles on left side and 2 damaged hubs that are unrepairable.

SEGMENT# 2 C 1380 NA 08/26/21 08/30/21

CAMERA HEADCORRECTION:

8-30-21 installed camera module and reassembled.

Pressurized camera head and tested all functions. Camera is holding pressure and all functions are working correctly.

ADDITIONAL DESCRIPTION:

REPLACE CAMERA MODULE

E-561-9130-00-AO	CAMERA KIT LED	1 M	
FRT	FREIGHT	1	
		PARTS	3755.85
		LABOR	480.00
11000001	SEGMENT TOTAL==>		4235.85

CONTINUED ON PAGE 02

X

Received By

Date



**MACQUEEN**  
EQUIPMENT



**MACQUEEN**  
EMERGENCY

MacQueen Equipment

4607 SE Rio Court

Ankeny, IA 50021

515-289-9994 • 800-933-1190

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St Paul, MN 55106

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## SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C009077	RCX90 CAMERA	469	5613180		
	RCX90	1			
SEGMENT# 3 C 1380 NA		08/26/21	08/26/21		
CRAWLER					

**CORRECTION:**

8-30-21 Disassembled crawler, removed all o rings and cleaned. Installed new o rings, axles and lubricated gears. Reassembled crawler, pressurized and tested. All functions are operating correctly and unit is holding pressure.

**ADDITIONAL DESCRIPTION:**

REPLACE LEFT SIDE AXLES (3)

PM CRAWLER BODY

E-320-0901-00	O RING 9 X 1	1
E-320-1210-00	SV O-RING 12X1.	1
	SV O-RING 12X1.5	
E-320-1321-00	O-RING 132 X 1	1 M
E-320-1615-00	PIVOT SHAFT SEA	2
E-320-1627-00	O-RING	6 M
E-320-1771-00	O-RING	2 M
E-320-1801-00	ROVVER O-RING 1	1
	ROVVER O-RING 18MMX1	
E-320-1815-00	O-RING	1
E-320-1901-00	SV O-RING 19X1	1 M
E-320-1915-00	SV O-RING 19X1.	1 M
	SV O-RING 19X1.50	
E-320-2001-00	ROVVER O-RING 2	1
	ROVVER O-RING 20 X 1	
E-320-2032-00	REAR PIVOT SEAL	2 M
E-320-2515-00	ROVVER & O-RING	1
	ROVVER & O-RING 25MMX1.5MM	
E-320-3915-00	O-RING 39 X 1.5	1 M
E-320-4415-00	ROVVER O-RING 4	2 M

CONTINUED ON PAGE 03

X

Received By

Date



**MACQUEEN**  
EQUIPMENT



**MACQUEEN**  
EMERGENCY

MacQueen Equipment

4607 SE Rio Court

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## SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C009077	RCX90 CAMERA	469	5613180		
	RCX90	1			
	ROVVER O-RING 44MMX1.5MM				
E-371-0326-00	WHITE PIN 4			1	
E-371-0332-00	GREEN PIN 6			1	
E-560-0033-00	REAR WINDOW			1 M	
E-560-0114-00-SP	DRIVE AXLE LONG			1 M	
E-560-0115-00	KIT, DRIVE AXLE			1 M	
E-560-0130-00-SP	KIT, DRIVE AXLE			1 M	
FRT	FREIGHT			2	
				PARTS	1007.97
				LABOR	1440.00
11000001			SEGMENT TOTAL==>		2447.97

SEGMENT# 4 C 1380 NA 08/26/21 08/26/21

HUBS

**CORRECTION:**

8-30-21 Removed hubs, o rings and disassembled for cleaning. Cleaned hubs, lubed and installed new o rings.

**ADDITIONAL DESCRIPTION:**

-REPLACE 2 HUBS

-PM 4 HUBS

E-320-0501-00	O-RING 5 X 1	4 M
E-320-0515-00	O-RING 5X1.5	4
E-320-2201-00	O-RING	4
E-320-2501-00	O-RING, 25X1	4
E-320-4015-00	O-RING 40 X 1.5	4 M
	O-RING 40MM X 1.5MM	
E-558-0500-01	INDIVIDUAL QUIC	2
FRT	FREIGHT	1

PARTS

LABOR

1150.64

540.00

CONTINUED ON PAGE 04

X

Received By

Date



MacQueen Equipment

4607 SE Rio Court

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	279	

**SERVICE INVOICE**

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
C009077	RCX90 CAMERA	469	5613180		
	RCX90	1			
11000001				SEGMENT TOTAL==>	1690.64

\*\*\*\*\* WORK ORDER TOTALS \*\*\*\*\*

PARTS	5914.46
LABOR	2460.00
SHOP SUPPLIES	123.00
IN HOUSE CHARGE	8497.46

X

Received By

Date

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135588	09/22/2021	ALFRED BENESCH & COMPANY	46,265.88	N
135589	09/22/2021	DESIGN WORKSHOP INC	1,935.00	N
135590	09/22/2021	FELSBURG HOLT & ULLEVIG INC	875.00	N
135591	09/22/2021	HDR ENGINEERING INC	1,033.52	N
135592	09/22/2021	HGM ASSOCIATES, INC.	16,052.01	N
135593	09/22/2021	PAPIO-MISSOURI RIVER NRD	164,280.57	N
135594	09/22/2021	TRAIL, RANDY	144.85	N
1599(E)	09/27/2021	FIRST BANKCARD	19,602.83	N
135595	09/27/2021	UNITED STATES POSTAL SERVICE	1,609.28	N
1606(E)	09/30/2021	3C PAYMENT USA CORPORATION	100.00	N
1607(E)	09/30/2021	ACTIVE NETWORK LLC	21.95	N
1608(E)	09/30/2021	AMERICAN HERITAGE LIFE INSURANCE CO	1,208.11	N
1609(E)	09/30/2021	CCAP AUTO LEASE LTD	391.12	N
1610(E)	09/30/2021	CENTURY LINK/LUMEN	820.76	N
1611(E)	09/30/2021	CENTURY LINK/LUMEN	75.28	N
1612(E)	09/30/2021	DEARBORN NATIONAL LIFE INSURANCE CO	1,147.00	N
1613(E)	09/30/2021	DEARBORN NATIONAL LIFE INSURANCE CO	6,275.52	N
1614(E)	09/30/2021	FNIC	1,483.00	N
1615(E)	09/30/2021	GREATAMERICA FINANCIAL SERVICES	1,127.00	N
1616(E)	09/30/2021	LINCOLN NATIONAL LIFE INS CO	5,961.61	N
1617(E)	09/30/2021	MEDICA INSURANCE COMPANY	105,259.67	N
1618(E)	09/30/2021	METROPOLITAN UTILITIES DISTRICT	13,663.91	N
1619(E)	09/30/2021	MID-AMERICAN BENEFITS INC	9,670.87	N
1620(E)	09/30/2021	MID-AMERICAN BENEFITS INC	8,648.22	N
1621(E)	09/30/2021	OMAHA PUBLIC POWER DISTRICT	47,440.06	N
1622(E)	09/30/2021	PAYROLL MAXX	346,602.39	N
1623(E)	09/30/2021	PITNEY BOWES-EFT POSTAGE	1,480.00	N
1624(E)	09/30/2021	TOSHIBA FINANCIAL SERVICES	265.40	N
1625(E)	09/30/2021	UNITED HEALTHCARE INSURANCE CO	957.02	N
1626(A)	10/05/2021	CITY OF PAPILLION - MFO	233,475.00	N
135596	10/05/2021	911 CUSTOM LLC	141.75	N
135597	10/05/2021	A-RELIEF SERVICES INC	1,000.00	N
135598	10/05/2021	AKRS EQUIPMENT SOLUTIONS, INC.	110.57	N
135599	10/05/2021	ALTEC INDUSTRIES INCORPORATED	615.96	N
135600	10/05/2021	AMAZON CAPITAL SERVICES, INC.	809.48	N
135601	10/05/2021	ASP ENTERPRISES INC	444.00	N
135602	10/05/2021	AT&T MOBILITY LLC	97.40	N
135603	10/05/2021	ATLAS AWNING CO INC	1,020.00	N
135604	10/05/2021	BACON LETTUCE CREATIVE	1,710.00	N
135605	10/05/2021	BAUER BUILT INC	484.72	N
135606	10/05/2021	BEACON ATHLETICS LLC	2,247.00	N
135607	10/05/2021	BERGANKDV LLC	1,000.00	N
135608	10/05/2021	BISHOP BUSINESS EQUIPMENT	215.87	N
135609	10/05/2021	BISHOP BUSINESS EQUIPMENT COMPANY	786.52	N
135610	10/05/2021	BOLD OFFICE SOLUTIONS	1,410.23	N
135611	10/05/2021	BOOT BARN	423.24	N
135612	10/05/2021	BRODERSEN, CALE	196.00	N

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135613	10/05/2021	BSN SPORTS LLC	1,433.34	N
135614	10/05/2021	BUETHE, PAM	354.93	N
135615	10/05/2021	CINTAS CORPORATION NO. 2	64.62	N
135616	10/05/2021	CITY OF PAPILLION	13,758.02	N
135617	10/05/2021	COMFORT INN-KEARNEY	899.55	N
135618	10/05/2021	CONTINENTAL RESEARCH CORPORATION	478.85	N
135619	10/05/2021	CONTROL MASTERS INCORPORATED	412.33	N
135620	10/05/2021	CORNHUSKER INTL TRUCKS INC	163.12	N
135621	10/05/2021	COX COMMUNICATIONS, INC.	317.18	N
135622	10/05/2021	CULLIGAN OF OMAHA	29.00	N
135623	10/05/2021	D & K PRODUCTS	2,508.20	N
135624	10/05/2021	DANIELSON TECH SUPPLY INC	18,335.00	N
135625	10/05/2021	DEERE & COMPANY	28,956.52	N
135626	10/05/2021	DELL MARKETING L.P.	4,311.54	N
135627	10/05/2021	DIAMOND VOGEL PAINTS	43.70	N
135628	10/05/2021	EDGEWEAR SCREEN PRINTING	458.75	N
135629	10/05/2021	FERGUSON ENTERPRISES INC #226	856.69	N
135630	10/05/2021	FIRST WIRELESS INC	116.00	N
135631	10/05/2021	FITZGERALD SCHORR BARMETTLER	31,770.65	N
135632	10/05/2021	FUN EXPRESS LLC	528.11	N
135633	10/05/2021	G I CLEANERS & TAILORS	400.75	N
135634	10/05/2021	GALE	149.94	N
135635	10/05/2021	GENERAL FIRE & SAFETY EQUIP CO	206.00	N
135636	10/05/2021	HDR ENGINEERING INC	1,111.36	N
135637	10/05/2021	HEARTLAND WOOD FLOORS CO	2,448.50	N
135638	10/05/2021	HEIMES CORPORATION	40.00	N
135639	10/05/2021	HERITAGE CRYSTAL CLEAN LLC	419.74	N
135640	10/05/2021	HOME DEPOT CREDIT SERVICES	216.74	N
135641	10/05/2021	INDUSTRIAL SALES COMPANY INC	965.70	N
135642	10/05/2021	INGRAM LIBRARY SERVICES	3,352.46	N
135643	10/05/2021	INSIGHT DIRECT USA, INC	3,726.90	N
135644	10/05/2021	INTERNATIONAL CODE COUNCIL	995.00	N
135645	10/05/2021	J & J SMALL ENGINE SERVICE	69.95	N
135646	10/05/2021	JOHNSON, ALLEN L.	149.50	N
135647	10/05/2021	JUSTIN KOFOED LLC	2,300.00	N
135648	10/05/2021	KEYMASTERS LOCKSMITH	54.00	N
135649	10/05/2021	KIESLER POLICE SUPPLY	430.41	N
135650	10/05/2021	KINDIG, DOUGLAS	88.99	N
135651	10/05/2021	LA VISTA COMMUNITY FOUNDATION	30.00	N
135652	10/05/2021	LABRIE, DONALD P	450.00	N
135653	10/05/2021	LARSEN SUPPLY COMPANY	533.28	N
135654	10/05/2021	LIBRARY IDEAS LLC	387.00	N
135655	10/05/2021	LITTLE GUY BRANDING	2,475.00	N
135656	10/05/2021	LOU'S SPORTING GOODS	682.00	N
135657	10/05/2021	MARCO INCORPORATED	130.37	N
135658	10/05/2021	MARTIN ASPHALT - MONARCH OIL	388.50	N
135659	10/05/2021	MATHESON TRI-GAS INC	213.90	N

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135660	10/05/2021	MENARDS-RALSTON-CORPORATE	13.48	N
135661	10/05/2021	MICROFILM IMAGING SYSTEMS, INC.	180.00	N
135662	10/05/2021	MIDWEST TAPE	39.99	N
135663	10/05/2021	MSC INDUSTRIAL SUPPLY CO	250.68	N
135664	10/05/2021	NSG LOGISTICS, LLC	31,181.05	N
135665	10/05/2021	OFFICE DEPOT INC	1,043.37	N
135666	10/05/2021	OMAHA WINNELSON SUPPLY	139.19	N
135667	10/05/2021	OMNI ENGINEERING	952.22	N
135668	10/05/2021	PER MAR SECURITY SERVICES	2,633.21	N
135669	10/05/2021	PITNEY BOWES GLOBAL FIN SVCS	226.06	N
135670	10/05/2021	POWER DMS INC	8,699.86	N
135671	10/05/2021	READY MIXED CONCRETE COMPANY	360.72	N
135672	10/05/2021	RECORDED BOOKS, INC	900.00	N
135673	10/05/2021	RED EQUIPMENT LLC	1,077.21	N
135674	10/05/2021	RTG BUILDING SERVICES INC	3,515.40	N
135675	10/05/2021	SARPY COUNTY COURTHOUSE	4,313.96	N
135676	10/05/2021	SGH REDGLAZE HOLDINGS INC	397.00	N
135677	10/05/2021	SHI INTERNATIONAL CORP.	2,020.69	N
135678	10/05/2021	SINNETT, JEFF	201.04	N
135679	10/05/2021	SNAP-ON INDUSTRIAL TOOL	3,318.00	N
135680	10/05/2021	SOLBERG, CHRISTOPHER	22.98	N
135681	10/05/2021	TED'S MOWER SALES & SERVICE INC	1,437.95	N
135682	10/05/2021	TEMPLE DISPLAY LTD	36,710.00	N
135683	10/05/2021	THE SCHEMMER ASSOCIATES INC	1,800.00	N
135684	10/05/2021	THE WALDINGER CORPORATION	506.75	N
135685	10/05/2021	THOMPSON DREESSEN & DORNER, INC.	3,562.50	N
135686	10/05/2021	TRUCK CENTER COMPANIES	2,658.52	N
135687	10/05/2021	TURFWERKS	187.19	N
135688	10/05/2021	TY'S OUTDOOR POWER & SERVICE	334.31	N
135689	10/05/2021	UNITED DISTRIBUTORS INC	87.72	N
135690	10/05/2021	USIQ INC	663.16	N
135691	10/05/2021	VERIZON CONNECT NWF, INC.	631.41	N
135692	10/05/2021	VERIZON WIRELESS	18.02	N
135693	10/05/2021	WHITE CAP LP	76.68	N

128 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$1,288,957.98

0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 10/05/2021

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 5, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
1 AND 6 YEAR STREET IMPROVEMENT PLAN	◆ RESOLUTION(2) ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A public hearing has been scheduled and resolutions prepared to adopt the 1 and 6 year Street Improvement Plan and approve the submittal of the compliance resolution to the Nebraska Board of Public Roads Classifications and Standards (NBCS) for the City of La Vista 1 and 6 Year Street Improvement Plan.

**FISCAL IMPACT**

The 1 and 6 Year Plan establishes prioritization and cost estimates for street improvements and is accordingly included in the Capital Improvement Program (CIP). Funding for years 1 and 2 is included in the FY22/FY23 biennial budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

In the spring of 2019, the Nebraska Legislature passed LB82 which made significant changes to requirements on reporting of the 1 and 6 Year Plan to the Nebraska Board of Public Roads Classifications and Standards (NBCS). Counties and municipalities are still required to have a One and Six Plan on file but are only required to submit a compliance resolution to the NBCS.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE ONE-AND-SIX-YEAR PLAN FOR HIGHWAY, ROAD AND STREET IMPROVEMENTS FOR THE CITY OF LA VISTA AS SUBMITTED BY THE DIRECTOR OF PUBLIC WORKS.

WHEREAS, the Director of Public Works has revised and updated the City of La Vista One-and-Six-Year Street Plan; and

WHEREAS, the La Vista Planning Commission has reviewed the One-and-Six-Year Street Plan for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Director of Public Works; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted and reviewed by the La Vista City Council; and

WHEREAS, projects in the One-and-Six-Year Street Plan have been incorporated into the City of La Vista's Capital Improvement Plan;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the Director of Public Works 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 5TH DAY OF OCTOBER 2021.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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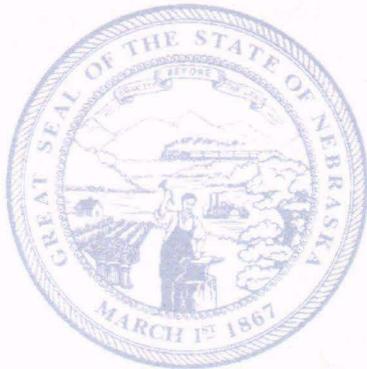
Pamela A. Buethe, CMC  
City Clerk



Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**

July 30, 2021



Pete Ricketts, Governor

**Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2021.**

To avoid the suspension of Highway-user Revenue to your municipality please complete the enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** and **SIGNING RESOLUTION** and return them to the NBCS by October 31, 2021. Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the Municipal Annual Certification of Program Compliance with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false Municipal Annual Certification of Program Compliance, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Roger A. Figard  
Lincoln

LeRoy G. Gerrard  
Stromsburg

Barbara J. Keegan  
Alliance

John F. Krager, III  
Omaha

Lisa Kramer  
Kennard

James A. Litchfield  
Wakefield

Mick Syslo  
Lincoln

Steven D. Rames  
Norfolk

Timothy W. Weander  
Omaha

Edward R. Wootton, Sr.  
Bellevue

LeMoyn D. Schulz  
Secretary – ex officio

Note: While the signature of the City Street Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said municipality has a superintendent.

Please let me know if you have any questions. Email: [lemoyn.d.schulz@nebraska.gov](mailto:lemoyn.d.schulz@nebraska.gov)  
Phone: (402) 479-4436

Sincerely,

LeMoyn D. Schulz

LeMoyn D. Schulz  
Secretary for the Board

LDS/2021

xc: File

Attachments (2)

John R. Selmer, P.E., Director

**Department of Transportation**

Board of Public Roads Classifications and Standards

1400 Highway 2

PO Box 94759

Lincoln, NE 68509-4759

OFFICE 402-479-4436

[ndot.blshelp@nebraska.gov](mailto:ndot.blshelp@nebraska.gov)

[dot.nebraska.gov](http://dot.nebraska.gov)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted.  
Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

## RESOLUTION

### SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2021

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

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City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and filed as adopted.

Attest:

---

(Signature of Clerk)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted.  
Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of  
Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2021**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City  Village  of \_\_\_\_\_  
(Check one box) (Print name of municipality)  
hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Signature of Mayor  Village Board Chairperson  (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2021 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509

**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2026**

COUNTY:		CITY:		VILLAGE:	
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2021	1	M376 (230)	<b>Giles Road Traffic Flow Improvements</b> (Eastport Parkway to I-80 Ramps) Land Acquisition	1.20	260.0
2021	2	M376 (390)	<b>96<sup>th</sup> St. Concrete Panel Replacement</b> (Harrison Street to Portal Road) Construction	1.6	2,500.0
2021	3	M376 (391)	<b>108<sup>th</sup> St. Mill and Asphalt Overlay</b> (Harrison Street to Giles Road) Construction	1.0	1,700.0
2021	4	M376 (392)	<b>Thompson Creek Trail</b> (Central Park) Design	.2	63.0
2021	5	M376 (393)	<b>114<sup>th</sup> and Giles Intersection Updates</b> (Construction)	.05	82.1
2021	6	M376 (378)	<b>Park View Blvd. Panel Replacement</b> (84 <sup>th</sup> St. to 96 <sup>th</sup> St. various locations)	1.0	450.0
2021	7	M376 (228)	<b>East La Vista</b> (Harrison Street to Thompson Creek; 69 <sup>th</sup> Street to 72 <sup>nd</sup> Street) Design	2.56	250.0
2021	8	M376 (394)	<b>Giles Rd. and Southport Pkwy Signal Update</b> (Construction)	.01	23.0
SIGNATURE:		TITLE:		DATE:	
		<b>STREET SUPERINTENDENT (S-1046)</b>		<b>08/17/2021</b>	

**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2026**

COUNTY:		CITY:		VILLAGE:	
<b>LA VISTA</b>					
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2022	9	M376 (376)	<b>Applewood Creek Trail</b> (BNSF Railroad to Giles Road) Construction	0.57	600.0 L.V 3,000.0 Fed 3,600.0
2022	10	M376 (230)	<b>Giles Road Traffic Flow Improvements</b> (Eastport Parkway to I-80 Ramps) Design	1.20	200.0
2022	11	M376 (390)	<b>96<sup>th</sup> St. Concrete Panel Replacement</b> (Harrison Street to Portal Road) Construction	1.6	315.0
2022	12	M376 (391)	<b>108<sup>th</sup> St. Mill and Asphalt Overlay</b> (Harrison Street to Giles Road) Construction	1.0	100.0
2022	13	M376 (392)	<b>Thompson Creek Trail</b> (Central Park) Construction	.2	1,279.0
2022	14	M376 (228)	<b>East La Vista</b> (Harrison Street to Thompson Creek; 69 <sup>th</sup> Street to 72 <sup>nd</sup> Street) Construction	2.56	5,650.0
2022	15	M376 (388)	<b>Resurfacing Package #2</b> (Various Street Maintenance)	1.06	500.0
2022	16	M376 (396)	<b>Central Park Access Road</b> Design/Construction	.10	1,250.0
2022	17	M376 (395)	<b>Battery Backup for Traffic Signals</b> (Various Intersections without Backup)	.01	56.0
SIGNATURE:			TITLE:	DATE:	
			STREET SUPERINTENDENT (S-1046)	08/17/2021	

**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2026**

COUNTY:		CITY:		VILLAGE:	
<b>LA VISTA</b>					
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2023	18	M376 (397)	<b>Resurfacing Package #3</b> (Various Street Maintenance)	1.0	500.0
2023	19	M376 (398)	<b>Thompson Creek Trail</b> Keystone Trail to Edgewood Design	1.0	54.0 L.V. <u>216.0 Fed</u> 270.0
2023	20	M376 (384)	<b>Giles Rd. Pavement Rehabilitation</b> (Construction)	.40	750.0
2024	21	M376 (400)	<b>Resurfacing Package #4</b> (Various Street Maintenance)	1.0	500.0
2024	22	M376 (398)	<b>Thompson Creek Trail</b> Keystone Trail to Edgewood ROW	1.0	20.0 L.V. <u>80.0 Fed</u> 100.0
2024	23	M376 (389)	<b>Bridge Deck Maintenance</b> (Various locations)	.10	900.0
2025	24	M376 (401)	<b>Resurfacing Package #5</b> Street Maintenance	1.0	500.0
2025	25	M376 (398)	<b>Thompson Creek Trail</b> Keystone Trail to Edgewood Construction	1.0	290.0 L.V. <u>1,160.0 Fed</u> 1,450.0
2025	26	M376 (230)	<b>Giles Road Traffic Flow Improvements</b> (Eastport Parkway to I-80 Ramps) Construction	1.20	2,484.0
2025	27	M376 (402)	<b>Transportation Network Study</b>	0.0	50.0
SIGNATURE:			TITLE:	DATE:	
			STREET SUPERINTENDENT (S-1046)	08/17/2021	

**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2026**

COUNTY:		CITY:		VILLAGE:	
<b>LA VISTA</b>					
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2026	28	M376 (403)	Resurfacing Package #6 Street Maintenance	1.0	500.0
SIGNATURE:		TITLE:			DATE:
		<b>STREET SUPERINTENDENT (S-1046)</b>			<b>08/17/2021</b>

NBCS Form 9, Jul 96

**CITY OF LA VISTA**  
**LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT**  
**OCTOBER 5, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ACQUISITION OF DEMOLITION RIGHTS- CHILI'S BAR & GRILL, LOT 8, LA VISTA CITY CENTRE, REPLAT THREE - AMEND AGREEMENT AND EASEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

A resolution has been prepared to approve an amendment to the Easement and Demolition Agreement and Demolition and Site Preparation Easement regarding the demolition and site preparation rights with respect to the Chili's Bar and Grill, Lot 8, La Vista City Centre Replat Three in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City declared the 84th Street Redevelopment Area a substandard and blighted area in need of redevelopment, created the La Vista Community Development Agency ("Agency"), and adopted documents and instruments that include a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, ("Redevelopment Plan").

The Agency and City, pursuant to applicable documents and instruments including the Redevelopment Plan, on October 3, 2017 approved agreements for the acquisition of rights to carry out demolition and site preparation with respect to building and other improvements of the Chili's Grill and Bar located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive, which agreements were executed and entered by the City, Agency, or other appropriate parties together with other applicable documents and instruments, including without limitation an Easement and Demolition Agreement and Demolition and Site Preparation Easement ("Agreement and Easement Instrument").

The Agreement and Easement Instrument require that certain obligations be completed by October 10, 2021 to facilitate Agency demolition and site preparation. It has become apparent that these obligations cannot be met by October 10, 2021, and that an extension is needed to allow for additional time to complete said obligations. A six-month extension is being proposed and all obligations would need to be met by April 10, 2022 to allow for demolition and site preparation. An amendment to the Agreement and Easement Instrument is presented with this agenda item to provide the extension.

As outlined in the previously approved agreements, the Agency would be the contracting party and the City would directly pay amounts arising under the agreements for the demolition and site preparation work. A separate agenda item will be considered for City Council approval.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AN AMENDMENT TO AN AGREEMENT AND EASEMENT INSTRUMENT IN CONNECTION WITH ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD IMPROVEMENTS OF THE CHILI'S GRILL AND BAR, LOT 8, LAVISTA CITY CENTRE REPLAT THREE IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the La Vista Community Development Agency ("Agency") and City of La Vista entered an agreement ("City - Agency Agreement") for the Agency to act as lead agent and contract and otherwise provide for all actions or requirements for demolition and site preparation of the former Brentwood Crossing shopping area located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive, with the City Engineer designated as the project manager and the City to fund and pay for all costs arising under the agreement from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area, or other available resources; and

WHEREAS, the City Council, acting as the La Vista Community Development Agency and based on advice of the City Engineer, determined that acquisition of demolition rights was necessary to carry out such demolition and site preparation ("Demolition Rights"); and

WHEREAS, proposed agreements to acquire such Demolition Rights with respect to building and other improvements of the Chili's Grill and Bar located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive were approved by the City Council and the La Vista Community Development Agency on October 3, 2017 and together with other applicable documents and instruments were executed and entered by the City, Agency, or other appropriate parties, including without limitation an Easement and Demolition Agreement and Demolition and Site Preparation Easement ("Agreement and Easement Instrument"); and

WHEREAS, the Agreement and Easement Instrument specified October 10, 2021 as the date by which all obligations would be met in order to facilitate the demolition and site preparation work; and

WHEREAS, it has become apparent that obligations cannot be met by October 10, 2021 and that an extension is necessary.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, acting as the La Vista Community Development Agency and pursuant to the City - Agency Agreement and the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, hereby approves the amendment to the Easement and Demolition Agreement and Demolition and Site Preparation Easement in form and content as presented at this meeting, subject to any additions, subtractions, or modifications as the Mayor or City Administrator of the City of La Vista, or any designee of the Mayor or City Administrator, on behalf of the Agency determines

necessary or appropriate ("Amendment").

BE IT FURTHER RESOLVED, that the Mayor or City Administrator of the City of La Vista, or any designee of the Mayor or City Administrator, shall be authorized to take all actions on behalf of the Agency as he or she determines necessary or appropriate to carry out the Amendment, this Resolution, or any actions approved in this Resolution, including without limitation executing and delivering the Amendment or any other documents or instruments on behalf of the Agency.

PASSED AND APPROVED THIS 5TH DAY OF OCTOBER, 2021.

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

---

Douglas Kindig, Mayor  
City of La Vista

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**AMENDMENT TO  
EASEMENT AND DEMOLITION AGREEMENT AND  
DEMOLITION AND SITE PREPARATION EASEMENT**

This Amendment to Easement and Demolition Agreement and Demolition and Site Preparation Easement ("Amendment") is entered into effective as of October 5, 2021 by and among La Vista City Centre, LLC ("LVCC"), a Nebraska limited liability company, the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, Nebraska (the "Agency"), and E&W Holdings, LLC ("E&W"), a Nebraska limited liability company.

1. LVCC, E&W, as successor by assignment from LVCC, and Agency are parties to that certain Easement and Demolition Agreement dated December 11, 2017 (the "E & D Agreement"), which is incorporated herein by this reference;
2. LVCC owns the real property legally described as follows (which constituted part of Lot 8, La Vista City Centre, when the E & D Agreement was entered before La Vista City Centre Replat Three):

**Lot 8, La Vista City Centre Replat Three, an Addition to the City of La Vista,  
in Sarpy County, Nebraska**

and commonly known as 7865 So. 84th Street, La Vista, Nebraska 68128 ("Property"), on which Property a building and improvements owned by E&W are located ("Building"), which Property and Building are subject to the E & D Agreement.

3. LVCC and E&W pursuant to a Demolition and Site Preparation Easement dated December 11, 2017 ("Easement Instrument") granted and conveyed to Agency an easement and rights in, to and over the Property and Building in order for the Agency to complete the Agency Work, which Agency Work cannot begin until LVCC and E&W have satisfied certain obligations under the E & D Agreement ("Obligations"), which Obligations the E & D Agreement requires to be completed by October 10, 2021.
4. The parties desire to extend the date by which such Obligations must be satisfied.

Upon Recording Please Return To:  
Fitzgerald Schorr PC LLO  
200 Regency One  
10050 Regency Circle  
Omaha, NE 68114

5. Extended Date. The E & D Agreement is hereby modified as follows: Delete all references to "October 10, 2021" and replace them with "April 10, 2022".

6. As security for LVCC's and E&W's obligations, including without limitation the obligation under Section 5 of the E & D Agreement to repay \$1,100,000.00 to reimburse Agency the amount that Agency contributed to the Purchase Price, LVCC or E&W shall, simultaneously with the execution of this Amendment, deliver to Agency an Irrevocable Standby Letter of Credit in the amount of \$1,100,000.00 in Agency's favor issued by a bank acceptable to Agency, in such form and content and having an expiration date satisfactory to the La Vista City Administrator acting on behalf of the Agency.

7. All terms and conditions of the E & D Agreement or Easement Instrument shall be deemed modified to be consistent with this Amendment.

8. All references to the E & D Agreement or Easement Instrument shall be deemed modified to refer to the E & D Agreement or Easement Instrument as amended by this Amendment.

9. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the E & D Agreement or Easement Instrument.

10. Except as modified pursuant to this Amendment, all terms and conditions of the E & D Agreement or Easement Instrument shall remain in full force and effect.

11. This Amendment, and the E & D Agreement and Easement Instrument as modified by this Amendment, shall constitute covenants running with the land and shall be binding on the Property, parties and all successors and assigns.

12. This Amendment may be signed in one or more counterparts, which when taken together, shall constitute one and the same Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.]

# LA VISTA COMMUNITY DEVELOPMENT AGENCY

Douglas Kindig, Mayor  
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment to Easement and Demolition Agreement and Demolition and Site Preparation Easement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

---

## Notary Public

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amendment to Easement and Demolition Agreement and Demolition and Site Preparation Easement ("Amendment") was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Amendment, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

[Seal]

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Notary Public

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

The foregoing Amendment to Easement and Demolition Agreement and Demolition and Site Preparation Easement (“Amendment”) was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, which is the Manager of E&W Holdings, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Amendment, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said companies.

[Seal]

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## Notary Public

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 5, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ACQUISITION OF DEMOLITION RIGHTS- CHILI'S BAR & GRILL, LOT 8, LA VISTA CITY CENTRE, REPLAT THREE - AMEND AGREEMENT AND EASEMENT	◆RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

A resolution has been prepared to approve an amendment to the Easement and Demolition Agreement and Demolition and Site Preparation Easement regarding the demolition and site preparation rights with respect to the Chili's Bar and Grill, Lot 8, La Vista City Centre Replat Three in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City declared the 84th Street Redevelopment Area a substandard and blighted area in need of redevelopment, created the La Vista Community Development Agency ("Agency"), and adopted documents and instruments that include a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, ("Redevelopment Plan").

The Agency and City, pursuant to applicable documents and instruments including the Redevelopment Plan, on October 3, 2017 approved agreements for the acquisition of rights to carry out demolition and site preparation with respect to building and other improvements of the Chili's Grill and Bar located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive, which agreements were executed and entered by the City, Agency, or other appropriate parties together with other applicable documents and instruments, including without limitation an Easement and Demolition Agreement and Demolition and Site Preparation Easement ("Agreement and Easement Instrument").

The Agreement and Easement Instrument require that certain obligations be completed by October 10, 2021 to facilitate Agency demolition and site preparation. It has become apparent that these obligations cannot be met by October 10, 2021, and that an extension is needed to allow for additional time to complete said obligations. A six-month extension is being proposed and all obligations would need to be met by April 10, 2022 to allow for demolition and site preparation. An amendment to the Agreement and Easement Instrument is presented with this agenda item to provide the extension.

As outlined in the previously approved agreements, the Agency would be the contracting party and the City would directly pay amounts arising under the agreements for the demolition and site preparation work. A separate agenda item will be considered for Community Development Agency approval.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, APPROVING AN AMENDMENT TO AN AGREEMENT AND EASEMENT INSTRUMENT IN CONNECTION WITH ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD IMPROVEMENTS OF THE CHILI'S GRILL AND BAR, LOT 8, LAVISTA CITY CENTRE REPLAT THREE IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the La Vista Community Development Agency ("Agency") and City of La Vista entered an agreement ("City - Agency Agreement") for the Agency to act as lead agent and contract and otherwise provide for all actions or requirements for demolition and site preparation of the former Brentwood Crossing shopping area located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive, with the City Engineer designated as the project manager and the City to fund and pay for all costs arising under the agreement from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area, or other available resources; and

WHEREAS, the City Council, acting as the La Vista Community Development Agency and based on advice of the City Engineer, determined that acquisition of demolition rights was necessary to carry out such demolition and site preparation ("Demolition Rights"); and

WHEREAS, proposed agreements to acquire such Demolition Rights with respect to building and other improvements of the Chili's Grill and Bar located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive were approved by the City Council and the La Vista Community Development Agency on October 3, 2017 and together with other applicable documents and instruments were executed and entered by the City, Agency, or other appropriate parties, including without limitation an Easement and Demolition Agreement and Demolition and Site Preparation Easement ("Agreement and Easement Instrument"); and

WHEREAS, the Agreement and Easement Instrument specified October 10, 2021 as the date by which all obligations would be met in order to facilitate the demolition and site preparation work; and

WHEREAS, it has become apparent that obligations cannot be met by October 10, 2021 and that an extension is necessary.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, acting on behalf of the City of La Vista and pursuant to the City - Agency Agreement and the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, hereby approves the amendment to the Easement and Demolition Agreement and Demolition and Site Preparation Easement in form and content as presented at this meeting, subject to any additions, subtractions, or modifications as the Mayor or City Administrator of the City of La Vista, or any designee of the Mayor or City Administrator, on behalf of the City determines necessary or appropriate ("Amendment").

BE IT FURTHER RESOLVED, that the Mayor or City Administrator of the City of La Vista, or any designee of the Mayor or City Administrator, shall be authorized to take all actions on behalf of the City as he or she determines necessary or appropriate to carry out the Amendment, this Resolution, or any actions approved in this Resolution, including without limitation executing and delivering the Amendment or any other documents or instruments on behalf of the City.

PASSED AND APPROVED THIS 5TH DAY OF OCTOBER, 2021.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**AMENDMENT TO  
EASEMENT AND DEMOLITION AGREEMENT AND  
DEMOLITION AND SITE PREPARATION EASEMENT**

This Amendment to Easement and Demolition Agreement and Demolition and Site Preparation Easement ("Amendment") is entered into effective as of October 5, 2021 by and among La Vista City Centre, LLC ("LVCC"), a Nebraska limited liability company, the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. section 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, Nebraska (the "Agency"), and E&W Holdings, LLC ("E&W"), a Nebraska limited liability company.

1. LVCC, E&W, as successor by assignment from LVCC, and Agency are parties to that certain Easement and Demolition Agreement dated December 11, 2017 (the "E & D Agreement"), which is incorporated herein by this reference;
2. LVCC owns the real property legally described as follows (which constituted part of Lot 8, La Vista City Centre, when the E & D Agreement was entered before La Vista City Centre Replat Three):

**Lot 8, La Vista City Centre Replat Three, an Addition to the City of La Vista,  
in Sarpy County, Nebraska**

and commonly known as 7865 So. 84th Street, La Vista, Nebraska 68128 ("Property"), on which Property a building and improvements owned by E&W are located ("Building"), which Property and Building are subject to the E & D Agreement.

3. LVCC and E&W pursuant to a Demolition and Site Preparation Easement dated December 11, 2017 ("Easement Instrument") granted and conveyed to Agency an easement and rights in, to and over the Property and Building in order for the Agency to complete the Agency Work, which Agency Work cannot begin until LVCC and E&W have satisfied certain obligations under the E & D Agreement ("Obligations"), which Obligations the E & D Agreement requires to be completed by October 10, 2021.
4. The parties desire to extend the date by which such Obligations must be satisfied.

Upon Recording Please Return To:  
Fitzgerald Schorr PC LLO  
200 Regency One  
10050 Regency Circle  
Omaha, NE 68114

5. Extended Date. The E & D Agreement is hereby modified as follows: Delete all references to "October 10, 2021" and replace them with "April 10, 2022".

6. As security for LVCC's and E&W's obligations, including without limitation the obligation under Section 5 of the E & D Agreement to repay \$1,100,000.00 to reimburse Agency the amount that Agency contributed to the Purchase Price, LVCC or E&W shall, simultaneously with the execution of this Amendment, deliver to Agency an Irrevocable Standby Letter of Credit in the amount of \$1,100,000.00 in Agency's favor issued by a bank acceptable to Agency, in such form and content and having an expiration date satisfactory to the La Vista City Administrator acting on behalf of the Agency.

7. All terms and conditions of the E & D Agreement or Easement Instrument shall be deemed modified to be consistent with this Amendment.

8. All references to the E & D Agreement or Easement Instrument shall be deemed modified to refer to the E & D Agreement or Easement Instrument as amended by this Amendment.

9. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the E & D Agreement or Easement Instrument.

10. Except as modified pursuant to this Amendment, all terms and conditions of the E & D Agreement or Easement Instrument shall remain in full force and effect.

11. This Amendment, and the E & D Agreement and Easement Instrument as modified by this Amendment, shall constitute covenants running with the land and shall be binding on the Property, parties and all successors and assigns.

12. This Amendment may be signed in one or more counterparts, which when taken together, shall constitute one and the same Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.]

## LA VISTA COMMUNITY DEVELOPMENT AGENCY

Douglas Kindig, Mayor  
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment to Easement and Demolition Agreement and Demolition and Site Preparation Easement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

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Notary Public

LA VISTA CITY CENTRE, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                          )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amendment to Easement and Demolition Agreement and Demolition and Site Preparation Easement (“Amendment”) was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Amendment, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

[Seal]

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Notary Public

E&W HOLDINGS, LLC,  
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska limited liability company, Sole Member

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amendment to Easement and Demolition Agreement and Demolition and Site Preparation Easement ("Amendment") was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, which is the Manager of E&W Holdings, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Amendment, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said companies.

[Seal]

Notary Public

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 5, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 1 – PARK VIEW BOULEVARD PANEL REPAIR – 84 <sup>TH</sup> ST VARIOUS LOCATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with TR Construction, Inc. to provide for additional quantities for items of work in the amount of \$19,392.07. The contract price increases to an amount not to exceed \$391,568.03.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

A contract was approved with TR Construction on March 2, 2021, to remove and replace failed concrete pavement panels along Park View Boulevard from Thorn Apple Lane and 87<sup>th</sup> Street as well as to reconstruct ADA ramps to current standards that were directly impacted by the project. During the project, additional concrete panels were removed and replaced, as well as additional sidewalk and curb ramp work was completed in an amount that was greater than the total estimated quantities. The contract amount accepted was 27% under the engineer's estimate at the time of bid, the additional work that was added to the project was not anticipated to adversely impact the overall project budget.

Change Order No. 1 increases the contract amount not-to-exceed by 5.21% or \$19,392.07 for a revised total amount not-to-exceed of \$391,568.03. There is no additional work anticipated on this project and the final Pay Application (Pay Application No. 3) has been submitted for approval, pending approval of this change order. A copy of the change order is attached for review, which includes a summary of the overruns and underruns for the project items of work.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 1 TO THE CONTRACT WITH TR CONSTRUCTION, INC, OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONAL QUANTITIES FOR ITEMS OF WORK IN AN AMOUNT NOT TO EXCEED \$19,392.07, INCREASING THE TOTAL CONTRACT AMOUNT NOT TO EXCEED \$391,568.03.

WHEREAS, the City has determined it is necessary for additions of work to the contract; and

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

WHEREAS, the contract amount will increase by \$19,392.07 for a contract total of \$391,568.03 with change order number 1;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 1 to the contract with TR Construction, Inc., Omaha, Nebraska, to provide for additional quantities for items of work in an amount not to exceed \$19,392.07.

PASSED AND APPROVED THIS 5TH DAY OF OCTOBER 2021.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

CONTRACT CHANGE ORDER

PROJECT NO.:	M376 (378)	CHANGE ORDER NO.:	1
PROJECT NAME:	Park View Boulevard Panel Replacement		
CONTRACTOR:	TR Construction		

LINE	ITEM #	DESCRIPTION / REASON	UNIT	QUANTITY	UNIT PRICE	CONTRACT PRICE	
						DECREASE	INCREASE
20	2	Clearing and Grubbing Per Intersection Corner Overrun Quantity	EA	2	\$ 556.00		\$ 1,112.00
30	3	Pavement Repair - Large Area (Type L65) Overrun Quantity	SY	498.906	\$ 62.13		\$ 30,997.03
40	4	Pavement Repair - Large Area (Type L85) Underrun Quantity	SY	371.049	\$ 64.24	\$ 23,836.19	
50	5	Pavement Repair - Small Area (Type L65) Underrun Quantity	SY	39.788	\$ 71.53	\$ 2,846.04	
60	6	Pavement Repair - Small Area (Type L85) Overrun Quantity	SY	185.291	\$ 77.42		\$ 14,345.23
70	7	Repair Driveway (Type L85) Underrun Quantity	SY	4,736	\$ 65.58	\$ 310.59	
80	8	Install Sodding Underrun Quantity	SY	96.33	\$ 8.40	\$ 809.17	
90	9	Remove and Install New Sprinkler System Head Underrun Quantity	EA	10	\$ 48.00	\$ 480.00	
100	10	Adjust Manhole to Grade Overrun Quantity	EA	3	\$ 192.00		\$ 576.00
110	11	Repair Sidewalk Overrun Quantity	SF	703.39	\$ 7.34		\$ 5,162.88
120	12	Construct Concrete Curb Ramp Underrun Quantity	SF	15.475	\$ 9.96	\$ 154.13	
130	13	Construct Detectable Warning Panels Overrun Quantity	SF	16	\$ 43.44		\$ 695.04
170	17	Rental of Skid Steer, Fully Operated Underrun Quantity	HR	40	\$ 85.00	\$ 3,400.00	
180	18	Rental of Dump Truck, Fully Operated Underrun Quantity	HR	16.6	\$ 100.00	\$ 1,660.00	
TOTAL DECREASE IN CONTRACT PRICE						\$ 33,496.11	
TOTAL INCREASE IN CONTRACT PRICE							\$ 52,888.18
NET DIFFERENCE							\$ 19,392.07
ESTIMATED CONTRACT VALUE							\$ 372,175.96
PREVIOUS CHANGE ORDER(S) VALUE							\$ -
CURRENT CONTRACT AMOUNT							\$ 391,568.03
PERCENT CHANGE ORDER(S) TOTAL							5.21%

NOTICE TO PROCEED DATE		6/15/2021
INITIAL DAYS TO SUBSTANTIAL COMPLETION		101
PREVIOUS CALENDAR DAYS ADDED		0
CALENDAR DAYS THIS CHANGE ORDER		0
CURRENT CONTRACT DAYS TO SUBSTANTIAL COMPLETION		101
CURRENT SUBSTANTIAL COMPLETION		9/24/2021

RECOMMENDED:		(CONSULTANT/PROJECT MANAGER)	DATE: 9/28/21
RECOMMENDED:		(CITY ENGINEER)	DATE: 9/29/21
APPROVED:		(CONTRACTOR)	DATE: 9/29/21
APPROVED:		(OWNER)	DATE:



## City of La Vista Detailed Payment M-376 (378) Parkview Blvd Panel Repair

Description	Parkview Blvd Panel Repair at Various Locations
Payment Number	3
Pay Period	08/22/2021 to 09/27/2021
Prime Contractor	TR Construction 12520 F Plaza Omaha, NE 68137
Payment Status	Pending
Awarded Project Amount	\$372,175.96
Authorized Amount	\$372,175.96

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
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### Section: 1 - Description

0010	1	LS	\$12,768.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$12,768.00
<b>Mobilization</b>										
0020	2	EA	\$556.000	7.000	0.000	9.000	9.000	9.000	\$0.00	\$5,004.00
<b>Clearing and Grubbing Per Intersection Corner</b>										
0030	3	SY	\$62,130	3,600.000	-15.550	4,114.456	4,098.906	4,098.906	-\$966.12	\$234,665.03
<b>Pavement Repair - Large Area (Type L65)</b>										

Detailed Payment:

M-376 (378) Parkview Blvd Panel Repair

09/27/2021

Page 1 of 4

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0040	4	SY	\$64,240	600.000	0.000	228,951	228,951	228,951	\$0.00	\$14,707.81
Pavement Repair - Large Area (Type L85)										
0050	5	SY	\$71,530	500.000	0.000	460,212	460,212	460,212	\$0.00	\$32,918.96
Pavement Repair - Small Area (Type L85)										
0060	6	SY	\$77,420	100.000	0.000	285,291	285,291	285,291	\$0.00	\$22,087.23
Pavement Repair - Small Area (Type L85)										
0070	7	SY	\$65,580	80.000	0.000	75,264	75,264	75,264	\$0.00	\$4,935.81
Repair Driveway (Type L85)										
0080	8	SY	\$8,400	350.000	253,670	0.000	253,670	253,670	\$2,130.83	\$2,130.83
Install Sodding										
0090	9	EA	\$48,000	10.000	0.000	0,000	0,000	0,000	\$0.00	\$0.00
Remove and Install New Sprinkler System Head										
0100	10	EA	\$192,000	7.000	9,000	1,000	10,000	10,000	\$1,728.00	\$1,920.00
Adjust Manhole to Grade										
0110	11	SF	\$7,340	600.000	104,000	1,199,390	1,303,390	1,303,390	\$763.36	\$9,566.88
Repair Sidewalk										
0120	12	SF	\$9,960	252.000	0.000	236,525	236,525	236,525	\$0.00	\$2,355.79
Construct Concrete Curb Ramp										
0130	13	SF	\$43,440	56.000	0.000	72,000	72,000	72,000	\$0.00	\$3,127.68
Construct Detectable Warning Panels										
0140	14	LS	\$4,200,000	1,000	0.000	1,000	1,000	1,000	\$0.00	\$4,200.00
Provide Temporary Traffic Control										

Detailed Payment:

M-376 (378) Parkview Blvd Panel Repair

09/27/2021

Page 2 of 4

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0150	15	EA	\$3,840,000	3.000	0,000	3.000	3.000	3.000	\$0.00	\$11,520.00
Remove and Replace Curb Inlet Top										
0160	16	EA	\$7,320.000	1.000	0,000	1.000	1.000	1.000	\$0.00	\$7,320.00
Remove and Reconstruct Type "A" Single Inlet										
0170	17	HR	\$85,000	40.000	0,000	0.000	0,000	0,000	\$0.00	\$0.00
Rental of Skid Steer, Fully Operated										
0180	18	HR	\$100,000	40.000	0,000	23,400	23,400	23,400	\$0.00	\$2,340.00
Rental of Dump Truck, Fully Operated										
										Section Totals:
										\$3,656.07
										\$391,568.02
										Total Payments:
										\$3,656.07
										\$391,568.02

### Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Due Date	09/30/2021	09/30/2021	N/A	\$0.00	N/A	3.0 Days	\$0.00

Detailed Payment:

M-378 (378) Parkview Blvd Panel Repair

09/27/2021

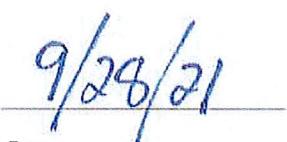
Page 3 of 4

## Summary

Current Approved Work:	\$3,656.07	Approved Work To Date:	\$391,568.02
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	-\$38,791.20	Retainage To Date:	\$0.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	pay this amount ----> \$42,447.27	Payments To Date:	\$391,568.02
Previous Payment:	\$259,267.43	Previous Payments To Date:	\$349,120.75



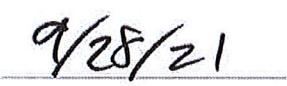
Contractor Representative



Date



Benesch Project Manager



Date



City of La Vista Representative



Date

Detailed Payment:  
M-376 (378) Parkview Blvd Panel Repair

09/27/2021  
Page 4 of 4

OK to Pay Contingent on CO#1  
PMD 9/29/21  
05.71.0917-STRT21001

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 5, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
POSITION DESCRIPTIONS VARIOUS POSITIONS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

Several position descriptions, both new and updated, are being presented for review. The positions are from various departments across the organization.

**FISCAL IMPACT**

The FY22/FY23 Biennial Budget provides funding for these positions.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Several new positions were included in the recently approved FY22 Budget. In order to initiate the process of filling the positions it is necessary to have Council review the proposed position descriptions. The proposed include: Communication Specialist, Police Academy Training Instructor, Engineer Assistant and a Part Time Circulation Clerk position changing to a Full Time Librarian I position. New/updated position descriptions have been prepared.

The Operations Manager position in Recreation has been vacant for a period of time due to a reassignment. It is recommended that this position be changed to a Community Events Coordinator with no change in pay grade. This would allow for the shifting of event planning and manager responsibilities from the Communication Manager.

As a result of the new positions, other position descriptions needed to be updated as well.

The Community Relations Coordinator position will now be titled Communication Manager and some duties have been changed to coordinate with the Communication Specialist and Community Events Coordinator positions. No change in pay grade.

The existing Police Academy Coordinator position will now be titled Police Academy Director with the addition of the Police Academy Training Instructor.

All new and updated position descriptions are attached for review.

## Position Description City of La Vista

**Position Title:** Communication Specialist  
**Position Reports To:** Communication Manager  
**Position Supervises:**

### Description

Under the direction of the Communication Manager, the Communication Specialist assists in the development and implementation of an integrated communications strategy that connects the public to the the City. This position coordinates the development and delivery of public information, marketing, media relations and community outreach messages across all forms of conventional and new media for all departments at the City.

### Essential Functions (with or without reasonable accommodation)

1. Assist with City's use of social medial platforms, which includes the drafting of content and graphics as well the content schedule for those platforms.
2. Draft content and assist with the design of the weekly and quarterly newsletters.
3. Draft content for, and assist with the maintenance of, the City's website and mobile app.
4. Draft and assist with City press releases.
5. Assist with content and design of the City's employee newsletter.
6. Foster a cooperative working relationship with staff from all departments in implementing communication strategies across the organization.
7. Assist with and create video projects to creatively promote the City.
8. Assist in capturing photographic and video content of department programing and events.
9. Coordinate with department personnel the promotion and marketing of programs in all areas.
10. Maintain design and content standards that are consistent across the City's various communication channels.
11. Assist with implementation of the City's brand strategy.
12. Assist with City events, special occasions and projects.
13. Establish and maintain positive public relations with all constituents of the City.
14. Develop new methods of interacting with the public that allow the City to build community involvement and spirit.
15. Track media activity and produce periodic reports.
16. Monitor community feedback and responds to questions and concerns about City communications.
17. Prepare social media and website reports.
18. Perform research projects as assigned.
19. Serve as a back-up City spokesperson.

### Essential Physical and Environmental Demands

The following physical demands are representative of those that must be met either with or without accommodation to successfully perform the essential functions of this job.

1. Work is performed primarily in an office setting, but occasionally outdoors during periods of hot, cold, windy, wet and/or conditions.
2. Hand-eye coordination that is necessary to operate computers and various pieces of office equipment.
3. Employee must be able to transport himself/herself to and from various locations to attend meetings and events.
4. While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl; talk and hear.
5. The employee performs some light physical labor involved in the set-up of special events including occasional lifting and/or moving of equipment up to 20 pounds including photographic equipment used to cover events and activities.
6. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
7. Must be able to hear and understand voices at normal conversational levels

### **Education, Training, License, Certification and Experience**

1. Bachelor's degree from an accredited college or university with major coursework in Journalism, Public Relations, Communication, Marketing, Graphic Design or a related field.
2. One to three years of progressively responsible experience in marketing and communication, public information or a related field.
3. Must possess a valid driver's license.

**Note:** An equivalent combination of education, training, and experience that provides the knowledge, skills and abilities and other competencies necessary for success in the position may be considered.

### **Knowledge, Skills and Abilities**

1. Knowledge of media production, communication and dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral and visual media.
2. Strong understanding of structure and content of the English language including word usage, grammar, spelling, vocabulary and punctuation. Also strong proofreading and editing skills.
3. Knowledge of principles and methods for marketing and promotions.
4. Knowledge of customer service principles and processes for providing customer and personal services.
5. Knowledge and understanding of administrative and clerical procedures and systems such as word processing, managing files and records and other office procedures and terminology.
6. Basic knowledge of relevant laws (e.g. copyright); basic principles and practices of public agency budgeting, financial recordkeeping and reporting; applicable City policies and practices.
7. An ability to effectively present information and engage diverse audiences.
8. Organizational, planning and project management skills.
9. Exercises sound judgment in the release of information, in the absence of specific guidelines; establish priorities and work on multiple assignments and projects concurrently.

10. Adapt to frequent changes in workload.
11. Ability to write creatively to ensure audience interest.
12. Strong Interpersonal skills.
13. Experience and knowledge of communication via social media.
14. Ability to work independently as well as a member of a team.
15. Ability to think creatively and strategically.
16. Ability to work a varied schedule as necessary to assist with special events and projects.
17. Excellent work habits and the ability to meet attendance expectations.
18. Knowledge of graphic design is preferred but not required.
19. Knowledge of video production software and techniques preferred but not required.
20. Knowledge and past use of AP style standards.
21. Proficient in the use of Microsoft Office, Adobe Creative Cloud applications, as well as website content management systems.
22. Ability to proficiently operate still and video cameras.

### **Contributions this Position Makes to the City**

This position supports the communications efforts of the City to promote activities and programs. Effective communication allows the City to better engage residents about opportunities to enrich their lives and the community.

### **Disclaimer**

This position description does not constitute an employment agreement between the City and the employee. It is subject to change as the needs of the City and the requirements of the position change over time.

**Note: Drug and background screens will follow all conditional offers of employment.**

I have read and understand the requirements of this position description.

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Signature

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Date

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Police Academy Training Instructor

**POSITION REPORTS To:** Police Academy Director

**POSITION SUPERVISES:** Law Enforcement Recruits

**DESCRIPTION:**

Under administrative direction of the Police Academy Director, this position is responsible for professional work instructing law enforcement recruits in the Sarpy Douglas Law Enforcement Academy (in accordance with the responsibilities and duties as established by the Nebraska Police Standards Advisory Council, as set forth in Title 79, Chapter 16); oversees and supervises guest training Instructors; and performs related work as required.

**ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation).

1. Instructs general subjects such as arrest techniques, patrol techniques, criminal investigation, community relations, prepares, administers and evaluates examinations.
2. Researches new law enforcement techniques, problems and training methods.
3. Prepares course outlines, handout materials, audio-visual materials, and other resource materials relative to the criminal justice and law enforcement fields to be used at the Sarpy Douglas Law Enforcement Academy.
4. Assists in the preparation of manuals, handbooks and video tape training films; reviews and recommends training books and visual aids to be used at the Sarpy Douglas Law Enforcement Academy.
5. Prepares written evaluations on all course material presented for certification by law enforcement instructors.
6. Instructs law enforcement, corrections, and specialized training courses as necessary.
7. Provides direction and guidance to law enforcement recruits; evaluates and reviews work performance; works with employees to correct deficiencies; documents corrective action and applies SDLEA and City policy as needed.
8. Makes public presentations.
9. Consults with Sarpy Douglas Law Enforcement Academy cooperating agencies on training needs.
10. Performs other duties as directed or as the situation dictates.

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

- Work is performed both indoors and outdoors year round in varying weather and environmental conditions. Exposure to climatic conditions includes hot, cold, wet and/or humid weather conditions.
- Work is also performed in office settings. Hand-eye coordination is necessary to efficiently operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally required to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus. Must be able to hear and understand voices at normal conversational levels.

**EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Associate degree in criminal justice or related field plus ten years increasingly responsible law enforcement experience including three years with responsibility for classroom training or on-the-job instruction.
2. Must have successfully completed an approved instructor development course by time of hire.
3. Must possess a valid driver's license.

4. Must be a U.S. citizen.

**SPECIAL REQUIREMENTS**

1. No prior criminal history
2. Must not engage in conduct or a pattern of conduct that would jeopardize public trust; must be of good moral character.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Excellent leadership and communication skills.
2. Outstanding interpersonal skills to provide effective leadership to subordinates, and to develop cooperative working relationships with law enforcement officials, fellow employees, members of the public, and patrons.
3. Ability to establish and maintain effective working relations with law enforcement officers and supervisors; exercise good judgment, tact and diplomacy in dealing with city officials, department personnel, volunteers, patrons, outside agencies and the public.
4. The ability to evaluate and make recommendation on training programs, policies and operational needs.
5. Ability to accomplish tasks in a timely manner to meet deadlines.
6. Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.
7. Ability to work independently, as part of a team, and with the public.
8. Ability to provide own transportation.
9. Ability to resolve conflicts.
10. Ability to maintain regular and dependable attendance
11. Effective writing skills and sufficient oral skills to speak in public and deliver presentations.
12. Knowledge of applicable state, federal and local ordinances, laws, rules, and regulations.
13. Knowledge and understanding of computer operations.
14. Extensive knowledge of the principles and practices of modern police department administration, organization and operations. Knowledge of the equipment, automation, and weapons used in modern law enforcement, including communications systems and vehicles.
15. Knowledge of the laws governing rights of citizens, custody of persons, search and seizure, the rules of evidence, and the maintenance and use of police records and their application to the solution of police problems.
16. Ability to handle confidential information in a sensitive manner.

**Contributions this Position Makes to the City**

This position provides highly responsible assistance to the Police Department and contributes to the success of the City by coordinating training of police employees and recruits

**Disclaimer:**

This position description does not constitute an employment agreement between the City and the employee and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

**Note: Physical examination and drug screening tests will follow all conditional offers of employment.**

I have read and understand the requirements of this position description.

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(Signature)

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(Date)

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Engineer Assistant

**POSITION REPORTS To:** City Engineer

**POSITION SUPERVISES:**

### **DESCRIPTION**

Under the direction of the City Engineer, the Engineer Assistant performs entry-level technical engineering work in the design, review, and planning of public improvement and private development projects.

### **ESSENTIAL FUNCTIONS** (with or without reasonable accommodation)

1. Reviews and evaluates plans for correctness of engineering methods, accuracy of calculations and conformance with establish engineering procedures.
2. Assists in the review of plans and the inspection of construction in progress for adherence to codes, acceptable engineering standards and related Federal, State and City standards and policies.
3. Prepares simple designs and plans for public improvements, including streets, sanitary sewer, storm sewer, traffic signals and buildings.
4. Participates in meetings with members of the public, engineers, architects, contractors and owners to explain and discuss operations and projects.
5. Assists in planning and developing future infrastructure for community needs.
6. Assists the Community Development Department with review of platting and zoning applications.
7. Assists with inspection and review for grading and storm water permits for regulatory compliance in land development and building projects.
8. Oversees and maintains the City's Storm Water Management Plan in accordance with NPDES permit requirements.
9. Assists with electronic asset management data collection and inventory.
10. Assists in the preparation and development of the annual departmental budget.
11. Assists with preparing cost estimates for CIP projects.
12. Assists in solicitation and selection of consultants associated with capital improvement projects.
13. Assists with the management and development of GIS layers for city infrastructure.
14. Assists in the preparation of reports, correspondence and other written documentation, required by the City, State or other entities.
15. Assists in responding to citizen and City staff inquiries and concerns.
16. Maintains awareness of modern public works and engineering methods and administration by attending conferences, conventions and other educational and professional meetings as budgets permit.
17. Serves as a resource for the Department management team. Attends and participates in City Council meetings, Planning Commission meetings, Community Development meetings, Park Committee meetings, work sessions and a variety of other meetings as needed or directed.
18. Performs other duties as directed or as the situation dictates.

### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

Work may be performed outdoors year round in varying weather and environmental conditions. Work sites may be dusty, noisy and on occasion, hazardous. Job duties require a considerable amount of physical activity, including walking, standing, kneeling, bending, crouching, reaching and climbing. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to focus. Must be able to hear and understand voices at normal conversational levels. Incumbents must have the ability to transport themselves to and from work sites and lift up to 50 pounds occasionally and as needed. Incumbents must also possess the coordination and manual dexterity necessary to physically access and maneuver on rough terrain. Must be able to physically enter and exit confined spaces such as sanitary manholes

or utility vaults. Incumbent must also be able to work from a ladder at heights greater than four (4) feet and ability to work from a lift in excess of 20 feet.

**EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. B.S. in Civil Engineering, or a closely related field preferred.
2. Completion of sixty (60) hours of course work in Civil Engineering or closely related field.
3. Certification as Engineer Intern/Engineer-in-Training preferred but not required.
4. Must possess or be able to obtain a valid driver's license.
5. The City may accept any equivalent combination of education and experience.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of and ability to apply the principles, practices, methods, and techniques of modern civil engineering as applied to the field of public works, design and construction operations.
2. Ability to assist with planning, organizing, supervision and administering the functions of the Public Works Department.
3. Knowledge of and ability to interpret and apply Federal, State and local codes, ordinances, statutes, rules, regulations, policies and procedures.
4. Ability to apply engineering principles and techniques to the solution of engineering problems including land and municipal infrastructure development.
5. Ability to efficiently perform multiple administrative assignments with the scope of the department.
6. Ability to resolve conflicts..
7. Ability to handle confidential information in a sensitive manner.
8. Ability to prepare clear and accurate reports. Effective writing skills and oral skills sufficient to speak in public and deliver presentations.
9. Ability to work independently, as part of a team and with the public.
10. Ability to understand ordinances and other regulations.
11. General research, statistical and report writing methods.
12. Computer skills and ability to use MS Office Professional programs and computer engineering applications.
13. Ability to work a varying schedule including, evenings, weekends and holidays and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.
14. Ability to establish and maintain effective working relations with fellow public works personnel; exercise good judgment, tact and diplomacy in dealing with City officials, department personnel, volunteers, patrons, outside agencies and members of the public.
15. Ability to maintain regular and dependable attendance on the job.

**Contributions this Position Makes to the City**

This position supports the City Engineer and contributes to the success of the City by working closely with Public Works staff, the community and private entities on initiatives geared toward the maintenance, development and/or improvement of the City and its infrastructure.

**Disclaimer**

This position description does not constitute an employment agreement between the City and the employee and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

**Note: Background check and drug screening tests will follow conditional offer of appointment.**

I have read and understand the requirements of this position description.

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Signature

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Date

## POSITION DESCRIPTION CITY OF LA VISTA

**DEPARTMENT:** Library  
**POSITION TITLE:** Teen Coordinator, Circulation Clerk-II-**Librarian I**  
**POSITION REPORTS TO:** Assistant Library Director/Youth Services  
**POSITION SUPERVISES:**

**DESCRIPTION:**

Responsible for a variety of library tasks to ensure the efficient provision of services to the community, with a focus on teen coordinator and participant of the library's Youth Division.

**ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation)

**Teen/Tween Coordinator Duties**

- Plans, coordinates, and oversees teen/tween services and programming planning, including advertising by working with city's Community Relation Coordinator on fliers. Keeps Community Relation Coordinator informed of teen activities and has events added to online Library and City calendar and other social networks as appropriate.
- Collaborates with marketing team to provide content for social media posts and design of monthly calendars and fliers. Assists with maintaining library's website, Instagram, and other online presence.**
- Responsible for teen/tween collection development including annual weeding.
- Maintains/updates the information for the Teen webpage. Works with IT Librarian to achieve.
- Networks with the La Vista's elementary, middle, and high school including driving to and from destinations.
- Performs outreach services to La Vista partners. This includes initial contacts and ongoing services and driving to and from destinations.
- Performs organization of Teen/Tween materials on an annual basis or more frequently if the situation dictates.
- Moderator of the Teen Advisory Board (TAB).
- Monitors and maintains bulletin board displays ensuring all posted materials are kept current.
- Performs Reader's Advisory, specializing in recommending titles for Teens/Tweens.
- Responsible for coordinating and overseeing the Teen/Tween Summer Reading program including coordinating prizes and involvement incentives with local area businesses.
- Responsible for Teen area displays.
- Maintains the Teen area in the library.**
- Actively participates in the Mayor's Youth Leadership Council and other city committees.**
- Responsible for the creation, planning and implementation of Teen Homeschool services.

**Youth Division**

- Active participant in the Youth Division. This includes attending meetings, sharing Teen/Tween programming, brainstorming, and assisting and utilizing other staff members with programming including ideas.

**General Library Duties**

- Provide excellent customer service to patrons and fellow employees.
- Works at the front desk as needed, performs customer service duties by answering the telephone, circulating materials, issuing library cards, collecting fines, answering inquiries on books and available resources, and ensures the confidentiality of all patron records.
- Stocks printers, copiers, and fax machine with paper as appropriate.
- Responds to patron emails in a timely manner or directs to the appropriate person.
- Assists with library displays (planning and implementing); designs and displays Teen signage to direct and inform patrons.
- Works on inventory reports, monthly statistical reports, etc. as requested.
- Maintains confidential information including papers and invoices, and shreds documents as appropriate.
- Maintain patron privacy as dictated by law.
- Shelves and shelf reads Teen library materials according to proper procedures as needed.

- Maintains clean and tidy Library environment, especially the Teen section.
- Establishes and maintains positive relations with the general public, other employees, community groups, local businesses and other area libraries.
- Assists with other Youth Services programs as needed.
- **Works independently as well as a member of the Youth Division.**
- Performs other duties as assigned.

#### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Work is performed mainly in an office type, indoor setting.
- Hand-eye coordination is necessary to operate computers and various pieces of office equipment with a satisfactory level of productivity.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, talk and hear.
- Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Must be able to hear and understand voices at normal conversation levels.
- Ability to lift a minimum of 10 pounds.

#### **EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Must possess a high school diploma or GED certificate, undergraduate degree preferred.
2. Must obtain provisional certification from the Nebraska Library Commission within timeframe established by the library's accreditation.
3. Must be willing to obtain further education, training, and certifications as deemed appropriate and within a timeframe established by the library's accreditation.

#### **KNOWLEDGE, SKILLS AND ABILITIES**

The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

##### **Ability to:**

- Learn and apply the principles and techniques associated with professional library work, modern library systems and programs.
- Learn to utilize computers and software applications as they pertain to various library automation systems and creative displays.
- Communicate appropriately with patrons and staff members.
- Understand and implement policies in a fair and consistent manner.
- Plan and organize a personal work schedule, set priorities and meet deadlines.
- Perform job duties efficiently while managing frequent interruptions.
- Maintain calm and professional demeanor during hectic or tense situations.
- Learn and operate standard office and sound equipment, i.e. DVD, CD, copier, fax, etc.
- Learn to use specialized equipment, including laminator, and laptop with projector.
- Make change and count accurately.
- Computer skills and ability to use Microsoft Office products.
- Understand and follow both oral and written instructions and to communicate effectively, verbally and in writing, in English, with people of all ages.
- Establish and maintain effective working relationships with the public, community groups, local businesses, other employees and municipal officials.
- Ability to consistently maintain regular and dependable attendance on the job.

**Note:** Physical examination and drug screening tests will follow all conditional offers of employment.

#### **Disclaimer:**

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

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(Signature)

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(Date)

## Position Description City of La Vista

**Position Title:** Community Events Coordinator  
**Position Reports To:** Recreation Director  
**Position Supervises:** Event Staff, Volunteers

### Description

Under the general direction of the Recreation Director, the Community Events Coordinator oversees all aspects of planning, coordination, and execution of community events and activities to advance the City of La Vista's vision, goals and message.

### Essential Functions (with or without reasonable accommodation)

1. Hands-on leadership and intricate involvement in all aspects of planning, organizing, coordinating, implementing, directing, and supervising City events and activities. Maintains historical records for same.
2. Coordinates the Event Planning Team and other internal and external teams for the successful execution of all City events.
3. Responsible for the development and implementation of new events, activities and programs.
4. Works with the Communication Division to develop and administer ongoing marketing plans and strategies to effectively promote events and activities of the City.
5. Manage all logistical aspects of events and activities including "front of house" management, event staff/volunteer coverage and supervision, alcohol management, site maps, set-up/tear down and conflict resolution.
6. Assist third party partners with community events.
7. Responsible for onsite coordination and logistics for select facility rentals.
8. Responsible for recruiting, training and maintaining volunteers.
9. Responds to citizen inquiries, complaints, and information requests.
10. Develops incentives and investment opportunities for local businesses, stakeholders and others to partner in festival, events and programs.
11. Develops and manages event plan for City to ensure that the event calendar is coordinated to maximize value to the community without being overwhelming.
12. Develops annual report of activities, successes and future plans and funding sources to be presented to the governing body.
13. Researches and recommends opportunities for partnerships with outside organizations.
14. Engages with community groups and stakeholders with the goal of promoting and securing volunteers for festivals and events.
15. Responsible for negotiating and executing event contracts and service agreements.
16. Monitors and evaluates events and activities to ensure goals and objectives are met.
17. Gathers feedback and provides post-event evaluations and follow up, including financial and attendance assessments.

18. Engages with fellow team members across departments to develop and facilitate a thriving event program.
19. Responsible for structuring and maintaining event budgets.
20. Generates enthusiasm for the La Vista community from all major stakeholders and the community at large.
21. Performs other duties as directed or as the situation dictates.

### **Knowledge, Skills and Abilities**

1. Knowledge of special event planning and management.
2. Strong organizational skills with exceptional attention to detail while managing multiple tasks and changing priorities.
3. Knowledge of principles and practices of effective volunteer supervision, including selection, training and evaluation.
4. Must have strong interpersonal skills, including the ability to synthesize ideas and obtain cooperation from others in order to transform ideas into action. Must be skilled at communicating orally and in writing with emphasis on the ability to present ideas clearly and concisely.
5. Must balance focus with flexibility, enthusiasm and patience.
6. Must be willing to take ownership and initiative.
7. Well-developed time management, organizational and follow-through skills.
8. Must be able to work independently and as a member of a team.
9. Strong leadership skills, confidence in decision making, and ability to delegate and provide clear direction to staff and volunteers.
10. Establish and maintain positive working relationships and cooperate with City staff from all departments, volunteers, community groups, businesses, elected officials, executive leadership and the general public.
11. Ability to work effectively in fast-paced, stressful situations and seamlessly handle multiple tasks and responsibilities.
12. Ability to prepare and maintain accurate records and reports.
13. Computer skills and ability to use Microsoft Office products.
14. Basic mathematical skills as well as knowledge of budgeting and expenditure monitoring principles.
15. Ability to work independently, prioritize work, meet deadlines, and make decisions on the basis of established policies and procedures.
16. Ability to operate office equipment such as a photocopier, fax machine and postage meter.
17. Ability to provide own transportation.
18. Ability to work a variety of shifts, length of shifts, days of the week, weekends and holidays as events/activities require.
19. Ability to consistently maintain regular and dependable attendance on the job.

### **Essential Physical and Environmental Demands**

This position is expected to split work time between the office environment, performing related administrative duties and in the field, serving as the “front of the house” manager and primary point of contact during events.

1. Work is performed both indoors and outdoors throughout the year.
2. Employee is required to attend events that will take place outdoors in varying weather and environmental conditions. These event sites may be hot or cold, dusty, noisy and hazardous.
3. For work being performed in an office setting, hand-eye coordination is necessary to operate computers and various pieces of office equipment with a satisfactory level of productivity.
4. While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
5. Equipment operated includes audio/visual equipment, radio communications and golf carts.
6. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
7. Must be able to hear and understand voices at normal conversation levels.
8. Incumbents must have the ability to transport themselves to and from locations and lift up to 45 pounds and occasionally lifts more than 60 pounds.
9. Regular attendance as scheduled, or as otherwise necessary to fulfill the requirements of the position.

### **Education, Training, License, Certification and Experience**

1. Graduation from an accredited university with a bachelor's degree in fields related to hotel/restaurant management, hospitality, recreation administration, leisure studies, event management, community programming, special events or other related field.
2. Two to four years of experience in event planning and management which includes coordinating the activities of volunteers.
3. Experience supervising volunteers and event staff.
4. Any equivalent combination of education, training, and experience which demonstrates the knowledge, skills, and ability to perform the above described duties will be considered.
5. Marketing, communication design experience a plus.
6. Must possess a valid driver's license.

### **Contributions this Position Makes to the City**

Activities and events are a key component to the quality of life desired by our residents. They provide an authentic La Vista experience for the community and an opportunity for others to experience our community.

**Note: A drug screening will follow all conditional offers of employment.**

**Disclaimer:**

This position description does not constitute an employment agreement between the City and the employee and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Position Description City of La Vista

**Position Title:** Communication Manager

**Position Reports To:** Assistant City Administrator/Director of Community Services

**Position Supervises:** Communication Specialist, Web Team

### Description

Under the direction of the Assistant City Administrator/Director of Community Services, the Communication Manager provides leadership and direction in creating comprehensive communication and marketing strategies that advance the City of La Vista's vision, goals and message. This position is responsible for overseeing and directing communication citywide, including public information and outreach, citizen engagement, public opinion research, media relations and the City's online presence.

### Essential Functions (with or without reasonable accommodation)

1. Provides visionary and innovative leadership, direction and oversight on strategic communication planning, marketing, media, public relations, issues management and social media; works with appropriate City staff to develop the City's brand and promotes it to internal and external stakeholders to appropriately tell the City's story.
2. Establishes, manages and implements effective communications, media relations and public involvement strategies citywide to help provide timely, accurate, understandable information to the residents and others. Directs the organization, scheduling and production of informational and community information activities for the City.
3. Disseminates prompt, accurate emergency public information during emergency and disaster situations. Serves as the City's Public Information Officer.
4. Oversees response to media inquiries; ensures that the City's response meets deadlines and established practices and reflects the City's policy positions and practices.
5. Develops and directs a comprehensive marketing strategy including monitoring messages and communications to ensure consistent application of marketing and brand integrity throughout the organization.
6. Directs and plans the development and production of communication materials, including brochures, flyers, press releases, public service announcements, information pamphlets, media announcements, public presentation materials, speeches, award submissions, social media content and other promotional public information materials needed to inform members of the public; ensures distribution of produced materials.
7. Manages relationships with neighborhood and community groups and other regional agencies; facilitates and stimulates stakeholder communication and participate in community outreach programs; interprets and explains City programs and philosophies.
8. Determines the best method and media suitable to properly inform citizens, and to promote awareness and understanding of City accomplishments, activities, programs and services, produces appropriate content and programming for each available platform.
9. Responds strategically and proactively to emerging community issues by consulting with the City Administrator and executive management to develop key messages and executive communication strategies.

10. Develops comprehensive approach to engage residents, businesses, and community groups; responds to inquiries and addresses sensitive issues from the public and responds appropriately.
11. Represents the City at professional and civic meetings, various boards and commissions, councils and regulatory agencies.
12. Works on special projects as necessary.
13. Serves as staff resource for the development, support and implementation of the City's community visioning and community engagement efforts.
14. Responsible for the administration and advancement of the city's website.
15. Develops and implements key performance indicators to demonstrate how effectively the city is achieving objectives. Meets strategy objectives of developing annual and multiyear communication plans.
16. Plans, organizes and coordinates complex projects including the development and execution of a comprehensive communications plan.
17. Leads the City's social media efforts and cross departmental social media team.
18. Collaborate with departments to plan and coordinate public meetings, surveys, marketing, event promotions, projects and other outreach efforts.
19. Manages the City's central electronic media repository.
20. Prepares budget for the division; monitors budget to ensure budgeted amounts are not exceeded.
21. Maintains confidentiality of all privileged information.

**Note:** Physical examination and drug screening tests will follow all conditional offers of employment.

### **Essential Physical and Environmental Demands**

The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

1. Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
2. Employee must be able to transport himself/herself to and from various locations to attend meetings and events.
3. Employee is required to attend events that will take place outdoors in varying weather and environmental conditions. These event sites may be hot, cold, dusty and/or noisy.
4. While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
5. The employee performs some light physical labor involved in the set-up of special events including occasional lifting and/or moving of equipment up to 20 pounds and photographic coverage of events and activities.
6. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
7. Must be able to hear and understand voices at normal conversational levels.

### **Education, Training, License, Certification and Experience**

1. Bachelor's degree from an accredited college or university with major course work in Journalism, Public Relations, English, Communication, Marketing, Public Administration, Business Administration or a closely related field.
2. Must possess a valid driver's license.
3. Three to five years of experience in public relations, writing, media relations, events coordination and marketing. Prior governmental experience desirable.

## **Knowledge, Skills and Abilities**

1. Management abilities including planning, organizing and budgeting, problem analysis and decision making, leadership, adaptability and flexibility, stress tolerance, time management, and interpersonal sensitivity.
2. Ability to exercise good judgment and use creative problem-solving skills to make sound decisions in a manner consistent with essential job functions and organizational philosophy.
3. Knowledge of general theories, principles, techniques and objectives of public information including communication, research, journalism, marketing, public relations, graphic design, and organizational communications.
4. Knowledge of local and regional public affairs.
5. Proficient in the use of Microsoft Office, Adobe Creative Cloud applications, as well as website content management systems.
6. Knowledge of project management principles, practices, techniques and tools.
7. Knowledge of communication and publication techniques and practices, including, but not limited to, video production, social media management and graphic design.
8. Knowledge of all types of communication media, including uses and format requirements.
9. Skills in organizing resources and establishing priorities.
10. Conflict resolution skills.
11. Advanced writing, editing, English usage, spelling, grammar, and punctuation skills.
12. Ability to compose news articles, television scripts, reports and letters.
13. Ability develop public information and marketing plans.
14. Ability to conduct research, compile and analyze data; prepare narrative and statistical reports.
15. Ability to establish goals and priorities yet remain flexible and nimble with shifting priorities as needed or directed.
16. Skills in media relations.
17. Ability to provide effective advice and counsel on strategic and/or critical public relations issues.
18. Ability to develop, implement, and evaluate public opinion surveys and related data collection vehicles.
19. Ability to perform mathematical calculations.
20. Ability to develop, organize and coordinate a communication program.
21. Ability to exercise judgment in release of information; give information rapidly, accurately and tactfully.
22. Ability to communicate effectively, both orally and in writing, and in an interesting manner to various audiences.
23. Ability to establish and maintain effective working relationships with City officials, employees, volunteers, the public and news media.
24. Ability to plan and direct the work activities and monitor performance of assigned personnel.
25. Ability to maintain confidentiality.
26. Ability to apply common sense understanding in carrying out written and oral instructions.
27. Ability to work independently, prioritize work, meet deadlines, and make decisions on the basis of established policies and procedures.
28. Ability to work a varying schedule, including evenings and weekends.
29. Ability to maintain regular and dependable attendance on the job.

**Contributions this Position Makes to the City**

This position leads the City's strategic brand and communication efforts to inform the community about city services, programs, initiatives and others to improve the quality of life for residents and increase transparency of government operations.

**Disclaimer**

This position description does not constitute an employment agreement between the City and the employee. It is subject to change as the needs of the City and the requirements of the position change over time.

**Note: Drug and background screens will follow all conditional offers of employment.**

I have read and understand the requirements of this position description.

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Signature

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Date

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Police Academy Director  
**POSITION REPORTS To:** Police Chief  
**POSITION SUPERVISES:** Police Academy Training Instructors

**DESCRIPTION:**

Under administrative direction of the Police Chief, the position is directly responsible for curriculum and training policy development and implementation in administering the State Certified Police Training Program (in accordance with the responsibilities and duties of the training director as established by the Nebraska Police Standards Advisory Council, as set forth in Title 79, Chapter 16); oversees and supervises Training Instructors; and performs related work as required.

**ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation).

1. Provides direction and oversees activities and operations of assigned functions to assure maximum efficiency and effectiveness in meeting established goals and objectives.
2. Works closely with the Agency Heads of the Participating Agencies to ensure that internal systems are operating effectively.
3. Provides leadership, direction and guidance in overall financial strategies and organizational priorities.
4. Coordinates and guides strategic processes based on present and future service demands in areas of responsibility.
5. Coordinates, supervises, and evaluates all of the instructional staff, involving curriculum, assignment of duties, planning, coordinating, and evaluation of work.
6. Develops the curriculum for state certified training programs by conducting research relative to curriculum development, preparing course outlines, handout materials, audio-visual materials, and other resource materials relative to the criminal justice and law enforcement fields.
7. Prepares written evaluations on all course material presented for certification by law enforcement instructors.
8. Instructs law enforcement, corrections, and specialized training courses as necessary.
9. Attends training or education sessions and may represent the agency at conferences.
10. Provides technical assistance to law enforcement instructors.
11. Performs responsibilities in a manner that clearly shows effective communication and collaboration and that promotes open exchange of information, respect, high ethical standards and professionalism.
12. Supervises and provides direction and guidance to assigned staff; evaluates and reviews work performance; works with employees to correct deficiencies; documents corrective action and applies City policy as needed.
13. Prepares a variety of studies, reports and related information for decision-making purposes; conducts research, does analysis, and prepares recommendations regarding policies, procedures or proposals for programs, grants, services, budget, equipment, etc.
14. Directs the implementation of educational and training programs for Police Department employees.
15. Maintains awareness of modern police methods and administration by attending conferences, conventions and other educational and professional meetings.
16. Makes public presentations.
17. Performs other duties as directed or as the situation dictates.

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

- Work is performed both indoors and outdoors year round in varying weather and environmental conditions. Exposure to climatic conditions includes hot, cold, wet and/or humid weather conditions.
- Work is also performed in office settings. Hand-eye coordination is necessary to efficiently operate computers and various pieces of office equipment.

- While performing the duties of this job, the employee is occasionally required to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus. Must be able to hear and understand voices at normal conversational levels.

**EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Bachelor's Degree in criminal justice or related field plus ten years increasingly responsible law enforcement experience including supervisory and administrative experience OR Master's degree in criminal justice or related field and five years increasingly responsible law enforcement experience including supervisory and administrative experience.
2. Two years of demonstrated background/experience in the planning/presenting/delivery of law enforcement training and/or related field through formal training sessions, workshops, seminars, or other instructional venues.
3. Must possess a valid driver's license.
4. Must be a U.S. citizen.

**SPECIAL REQUIREMENTS**

1. No prior criminal history
2. Must not engage in conduct or a pattern of conduct that would jeopardize public trust; must be of good moral character.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Excellent leadership and communication skills.
2. Outstanding interpersonal skills to provide effective leadership to subordinates, and to develop cooperative working relationships with law enforcement officials, fellow employees, members of the public, and patrons.
3. Ability to establish and maintain effective working relations with law enforcement officers and supervisors; exercise good judgment, tact and diplomacy in dealing with city officials, department personnel, volunteers, patrons, outside agencies and the public.
4. Knowledge of personnel laws, principles and procedures and skills in training, supervision, employee counseling/discipline, classification and personnel policies.
5. The ability to evaluate and make recommendation on training programs, policies and operational needs.
6. Ability to accomplish tasks in a timely manner to meet deadlines.
7. Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.
8. Ability to work independently, as part of a team, and with the public.
9. Ability to provide own transportation.
10. Ability to resolve conflicts.
11. Ability to maintain regular and dependable attendance
12. Effective writing skills and sufficient oral skills to speak in public and deliver presentations.
13. Knowledge of applicable state, federal and local ordinances, laws, rules, and regulations.
14. Knowledge and understanding of computer operations.
15. Extensive knowledge of the principles and practices of modern police department administration, organization and operations. Knowledge of the equipment, automation, and weapons used in modern law enforcement, including communications systems and vehicles.
16. Knowledge of the laws governing rights of citizens, custody of persons, search and seizure, the rules of evidence, and the maintenance and use of police records and their application to the solution of police problems.
17. Ability to handle confidential information in a sensitive manner.

**Contributions this Position Makes to the City**

This position provides highly responsible assistance to the Police Department and contributes to the success of the City by coordinating training of police employees and recruits.

**Disclaimer:**

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

**Note: Physical examination and drug screening tests will follow all conditional offers of employment.**

I have read and understand the requirements of this position description.

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(Signature)

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(Date)

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 5, 2021 AGENDA**

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

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect new and updated position titles, duties and pay grades.

**FISCAL IMPACT**

The FY22/FY23 Biennial Budget provides funding for these changes.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On this agenda, the City Council reviewed recommendations to approve new and updated position descriptions, some of which require changes in the compensation ordinance.

In addition there were also some areas on the compensation ordinance that required revisions from approvals done at previous City Council meetings.

A redlined version of the compensation ordinance is attached for review.

**ORDINANCE NO. 1425**

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
Assistant to City Administrator	18
Assistant Planner	17
Assistant Recreation Director	19
Building Superintendent	20
Chief Building Official	20
<u>Community Relations Coordinator</u>	<u>Communication Manager</u> 20
<u>Community Events Coordinator</u>	<u>18</u>
Deputy City Clerk	16
Deputy Director Public Works	24
Deputy Community Development Director	21
Financial Analyst	18
Information Technology Manager	20
Librarian II – Inter-Library Loan/Public Services	16
Librarian III - Assistant Director/Youth Services	18
<u>Operations Manager</u>	<u>18</u>
Park Superintendent	20
Police Captain	23
Police Records Manager/Office Manager	14
Police Training Director	<u>2120</u>
Police Training Instructor	16

Position (salaried exempt cont.)	Pay Grade
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	<u>1413</u>
Code Enforcement Officer	12
Communication Specialist	15
Engineer Assistant	18
Executive Assistant	13
Human Resources Generalist	15
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	<u>1415</u>
Signal Technician	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 2022 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	\$71.68	\$100.38
	Annual	\$149,094	\$208,790
31	Hourly	\$66.94	\$93.75
	Annual	\$139,235	\$195,000
30	Hourly	\$62.54	\$87.59
	Annual	\$130,083	\$182,187
29	Hourly	\$58.49	\$81.93
	Annual	\$121,659	\$170,414
28	Hourly	\$54.72	\$76.63
	Annual	\$113,818	\$159,390
27	Hourly	\$51.26	\$71.79
	Annual	\$106,621	\$149,323
26	Hourly	\$48.03	\$67.27
	Annual	\$99,902	\$139,922
25	Hourly	\$45.03	\$63.06
	Annual	\$93,662	\$131,165
24	Hourly	\$42.28	\$59.22
	Annual	\$87,942	\$123,178
23	Hourly	\$39.70	\$55.60
	Annual	\$82,576	\$115,648
22	Hourly	\$37.33	\$52.28
	Annual	\$77,646	\$108,742
21	Hourly	\$35.15	\$49.23
	Annual	\$73,112	\$102,398
20	Hourly	\$33.12	\$46.40
	Annual	\$68,890	\$96,512
19	Hourly	\$31.23	\$43.75
	Annual	\$64,958	\$91,000
18	Hourly	\$29.51	\$41.32
	Annual	\$61,381	\$85,946
17	Hourly	\$27.88	\$39.05
	Annual	\$57,990	\$81,224

Grade		Minimum	Maximum
16	Hourly	\$26.39	\$36.96
	Annual	\$54,891	\$76,877
15	Hourly	\$25.00	\$35.02
	Annual	\$52,000	\$72,842
14	Hourly	\$23.72	\$33.23
	Annual	\$49,338	\$69,118
13	Hourly	\$22.55	\$31.59
	Annual	\$46,904	\$65,707
12	Hourly	\$21.44	\$30.02
	Annual	\$44,595	\$62,442
11	Hourly	\$20.42	\$28.60
	Annual	\$42,474	\$59,488
10	Hourly	\$19.49	\$27.30
	Annual	\$40,539	\$56,784
9	Hourly	\$18.62	\$26.07
	Annual	\$38,730	\$54,226
8	Hourly	\$17.81	\$24.95
	Annual	\$37,045	\$51,896
7	Hourly	\$17.07	\$23.90
	Annual	\$35,506	\$49,712
6	Hourly	\$16.37	\$22.94
	Annual	\$34,050	\$47,715
5	Hourly	\$15.74	\$22.05
	Annual	\$32,739	\$45,864
4	Hourly	\$15.12	\$21.18
	Annual	\$31,450	\$44,054
3	Hourly	\$14.60	\$20.44
	Annual	\$30,368	\$42,515
2	Hourly	\$14.09	\$19.73
	Annual	\$29,307	\$41,038

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

Grade		Minimum	Maximum
A	Hourly	\$11.20	\$15.65
	Annual	\$23,296	\$32,552
B	Hourly	\$12.84	\$17.98
	Annual	\$26,707	\$37,398
C	Hourly	\$13.90	\$19.39
	Annual	\$28,912	\$40,331
D	Hourly	\$13.97	\$19.53
	Annual	\$29,058	\$40,622
E	Hourly	\$15.94	\$22.33

	Annual	\$33,155	\$46,446
F	Hourly	\$16.67	\$22.33
	Annual	\$34,674	\$46,446
G	Hourly	\$18.33	\$25.68
	Annual	\$38,126	\$53,414
H	Hourly	\$23.67	\$33.09
	Annual	\$49,234	\$68,827

**Fraternal Order of Police**

Rate	A	B	C	D	E	F
<b>426 Pay Grade</b>						
Hourly				\$42.61	\$44.38	\$47.20
Monthly				\$7,386	\$7,693	\$8,181
Annually				\$88,629	\$92,310	\$98,176
<b>423 Pay Grade</b>						
Hourly	\$27.93	\$29.82	\$32.78	\$34.69	\$37.86	\$39.38
Monthly	\$4,841	\$5,169	\$5,682	\$6,013	\$6,562	\$6,826
Annually	\$58,094	\$62,026	\$68,182	\$72,155	\$78,749	\$81,910

Section 21. Repeal of Ordinance No. 1418-1425 Ordinance No. 1418-1425 originally passed and approved on the 6th-7th day of APRIL-September 2021 is hereby repealed.

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

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

PASSED AND APPROVED THIS 7TH-5TH DAY OF SEPTEMBER-OCTOBER 2021.

CITY OF LA VISTA

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

ATTEST:

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