

# MINUTE RECORD

A.2

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

## LA VISTA CITY COUNCIL MEETING April 15, 2014

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on April 15, 2014. Present were Councilmembers: Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Public Works Director Soucie, Community Development Director Birch, Public Building and Grounds Foreman Siebels, Recreation Director Stopak, Library Director Barcal, and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on April 2, 2014. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

### SERVICE AWARDS – DON WARD, TIM KELLER – 10 YEARS; CHRIS BOON – 5 YEARS

Mayor Kindig presented a service award to Don Ward for ten years of service and to Chris Boon for five years of service to the City of La Vista. Tim Keller will be given his 10 year service award at a later date.

### PROCLAMATION – NATIONAL LIBRARY WEEK

Mayor Kindig proclaimed April 13 – 19, 2014 as National Library Week. Mayor Kindig presented the Proclamation to Rose Barcal, Library Director.

### PROCLAMATION – ARBOR DAY

Mayor Kindig proclaimed April 24, 2014 as Arbor Day in La Vista and presented the Proclamation to Scott Stopak, Recreation Director. Stopak reported that the Celebration will begin at 10:00 a.m. at the Community Center and the tree will be planted just to the west of City Hall.

## A. CONSENT AGENDA

1. APPROVAL OF THE MINUTES OF THE APRIL 1, 2014 CITY COUNCIL MEETING
2. MONTHLY FINANCIAL REPORT – MARCH 2014
3. PAY REQUEST FROM THOMPSON DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – SOCCER COMPLEX PAVING - \$410.00
4. PAY REQUEST FROM UNIVERSITY OF NEBRASKA-OMAHA – PROFESSIONAL SERVICES – THOMPSON CREEK - \$779.62
5. APPROVAL OF CLAIMS.

ABRAHAMS KASLOW & CASSMAN, services	350.00
ACCOUNTEMPS, services	1,600.93
ACTION BATTERIES, IT	94.75
ALAMAR UNIFORMS, apparel	107.00
ALL STAR PRO GOLF, supplies	95.24

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ASPEN EQUIPMENT, maint.	1,103.72
AVI SYSTEMS, maint.	130.94
BARBER, C., travel	206.94
BARCAL, R., travel	140.77
BATTERIES PLUS, equip.	532.87
BCDM, services	485.38
BEAN, J., refund	33.00
BIBLIONIX, equip.	3,850.00
BISHOP BUSINESS EQUIPMENT, services	907.09
BISHOP BUSINESS EQUIPMENT, services	196.78
BLACK HILLS ENERGY, utilities	2,264.58
BOMA/OMAHA, training	44.00
BOUND TREE MEDICAL, supplies	69.02
BRENDLE, L., refund	120.00
BRENTWOOD AUTO WASH, maint.	96.00
BRIDGESTONE GOLF, sales	1,467.00
BRYAN ROCK PRODUCTS, bld&grnds	3,201.25
BUILDERS SUPPLY, bld&grnds	20.30
CALLAWAY GOLF COMPANY, supplies	318.92
CARDMEMBER SERVICE, supplies & training	9,216.56
CARLSON, B., refund	90.00
CARROT-TOP INDUSTRIES, bld&grnds	261.85
CAVLOVIC, P., apparel	120.00
CENTURY LINK, phone	70.38
CITY OF PAPILLION REC, services	25.00
CJ'S HOME CENTER, bld&grnds	1,217.82
CLASSIC REFRIGERATION, bld&grnds	284.98
COCA-COLA BOTTLING, supplies	1,707.15
COLIBRI SYSTEMS, supplies	407.50
COMP CHOICE, services	150.00
CORNHUSKER INTL TRUCKS, supplies	271.83
COX COMMUNICATIONS, IT	260.00
D & D COMMUNICATIONS, services	81.00
DAVE HEREK, refund	90.00
DOUGLAS COUNTY SHERIFF'S OFC, services	87.50
DULTMEIER SALES & SERVICE, maint.	163.80
EASTERN LIBRARY SYSTEM, training	45.00
EDGEWEAR SCREEN PRINTING, apparel	1,129.50
ELLIOTT EQUIPMENT COMPANY, maint.	1,228.25
FELSBURG HOLT & ULLEVIG, services	610.01
FOCUS PRINTING, printing	110.00
FONTENELLE FOREST, services	110.00
GALE, books	93.71
GALLS, apparel	120.00
GARROD, M., travel	209.44
GCR TIRE CENTERS, maint.	268.13
GENUINE PARTS COMPANY, maint.	2,127.85
GRAINGER, services	113.40
GRAYBAR ELECTRIC, bld&grnds	460.73
GREAT PLAINS UNIFORMS, apparel	49.50
HEARTLAND AWARDS, services	95.00
HELGET GAS, supplies	15.00
HOBBY LOBBY, supplies	142.37
HOLSTEIN'S HARLEY DAVIDSON, maint.	1,349.91
HONEYMAN RENT-ALL, bld&grnds	629.29
HORNADY, supplies	965.60
HOSE & HANDLING, maint.	145.76
HOST COFFEE, supplies	65.00
HUNDEN STRATEGIC PARTNERS, services	4,940.00
HUNDEN STRATEGIC PARTNERS, services	4,660.10
HUNDEN STRATEGIC PARTNERS, services	4,901.80
IOWA PRISON INDUSTRIES, supplies	94.55



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IPMA, dues	390.00
JIMENEZ, D., media	19.99
JOHNSTONE SUPPLY, bld&grnds	85.66
KRIHA FLUID POWER, bld&grnds	74.37
LAKELAND ENGINEERING EQUIP, maint.	191.99
LAUGHLIN, KATHLEEN A, TRUSTEE	437.00
LEAGUE ASSN OF RISK MGMT, ins.	196.33
LEAGUE OF NEBRASKA MUNICIPAL., training	339.00
LINCOLN NATIONAL LIFE INS	9,796.39
LINCOLN POLICE DEPARTMENT, services	231.28
LOGAN CONTRACTORS SUPPLY, maint.	114.59
LOU'S SPORTING GOODS, equip.	466.21
LOWE'S CREDIT SERVICES, bld&grnds	426.55
MAPA	527.00
MAPA, training	70.00
MARTIN MARIETTA AGGREGATES, maint.	65.99
MASA, bld&grnds	3,873.95
MAT, services	385.00
MATHESON TRI-GAS, maint.	190.78
MCC, utilities	15,549.91
MENARDS, bld&grnds	175.15
MES-MIDAM, apparel	61.20
MICHAEL TODD AND COMPANY, maint.	164.58
MID CON SYSTEMS INC., maint.	315.00
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	358.05
MIDWEST TAPE, media	646.73
MILLER PRESS, printing	1,188.00
MONTPELIER GLOVE & SAFETY PROD, apparel	78.84
MUD, utilities	2,092.75
NACR INC., IT	2,175.90
NATIONAL EVERYTHING WHOLESALE, supplies	200.83
NE LIQUOR CONTROL COMMISSION, SDL	80.00
NEB GOLF COURSE SUPER., training	35.00
NEBRASKA IOWA SUPPLY, supplies	9,690.00
NEBRASKA SOFTBALL ASSN DIST#10, registration	1,348.00
NOVA HEALTH EQUIPMENT, equip.	80.00
ODEY'S INC., bld&grnds	4,714.42
OFFICE DEPOT, supplies	497.98
OFFUTT YOUTH CENTER, services	720.00
OMAHA WORLD HERALD, legal adv.	408.36
OMNIGRAPHICS, books	446.80
ONE CALL CONCEPTS, services	222.25
OPPD, utilities	51,099.55
OPPD, utilities	4,377.10
O'REILLY AUTO., maint.	173.88
OVERHEAD DOOR, bld&grnds	3,145.00
PAPILLION SANITATION, services	1,847.35
PAPILLION TIRE, maint.	83.59
PARAMOUNT LINEN & UNIFORM, services	465.24
PERFORMANCE CHRYSLER JEEP, maint.	456.75
PETTY CASH	300.00
PITNEY BOWES INC, services	65.44
PLAINS EQUIPMENT GROUP, maint.	233.07
READY MIXED CONCRETE, maint.	1,123.78
REGAL AWARDS OF DISTINCTION, services	400.00
ROSE EQUIPMENT, equip.	135.81
SAM'S CLUB, supplies	241.11
SARPY COUNTY REGISTER OF DEEDS, adv.	34.00
SCHOLASTIC BOOK FAIRS, supplies	121.80
SHRM, dues	185.00
SIGN IT, supplies	1,750.00

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SINNETT, J., travel	82.00
SOLBERG, C., travel	220.43
SPARTAN MEDIA, ads	495.00
SUBURBAN NEWSPAPERS, books	47.00
SUNSET LAW ENFORCEMENT, services	2,759.44
SUPERIOR VISION SVCS INC	586.60
SUTPHEN CORP., maint.	351.54
TED'S MOWER SALES & SERVICE, maint.	30.60
TODD VALLEY FARMS, bld&grnds	563.50
TURF CARS, maint.	903.30
UNITE PRIVATE NETWORKS, IT	3,850.00
UPS, shipping	7.32
VAL VERDE ANIMAL, services	93.40
VAN RU CREDIT CORPORATION	41.91
VAN-WALL EQUIP., maint.	977.67
WHITE CAP CONSTR SUPPLY/HDS, maint.	44.28

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe informed Council the August 5, 2014 is National Night Out and stated that last year the meeting time was changed to allow the Mayor and Council to attend National Night Out events. Council directed Buethe to put approval of changing the meeting time on August 5 to 5:30 p.m. on the next agenda.

Police Chief Lausten stated that there have been 60 calls in the first two weeks of the fire and rescue department merger which is on track with the numbers forecasted. Papillion has done a mutual aide agreement with Omaha for response in areas of La Vista such as the Southport area. The police did SWAT training tonight at 85<sup>th</sup> and Brentwood.

Public Works Director Soucie stated that the Quiet Zone is complete. The City will be working with the NE Department of Roads railroad liaison on some other minor changes not associated with the Quiet Zone project. Soucie informed Council that clean up days are April 25<sup>th</sup> and 26<sup>th</sup> from 7:30 – 3:30.

Community Development Director Birch reported that the first Community Engagement event was held at the Library Monday night and went very well. The second event will be Wednesday night at the Community Center.

Recreation Director Stopak reported that the Annual East Egg Hunt will begin at 10:00 a.m. Saturday April 19, 2014 at the Sports Complex.

Library Director Barcal reported that there are currently 12 students enrolled in the GED and Pre-GED courses at the library and one student has successfully passed the Social Studies Official Test. Barcal reported that Project Search and Embassy Suites are having a Job Fair this Wednesday. 22 businesses have committed to attend. Barcal passed out calendars for the Children's Summer Reading Program. She will have Mary send out an e-mail for special guest readers. Barcal gave an update on the 3D printer.

## B. APPLICATION FOR PRELIMINARY PUD, LOTS 1 & 2 SOUTHPORT EAST REPLAT 4, AND LOTS 1 & 2, SOUTHPORT EAST REPLAT 10 (NW OF PORT GRACE & EASTPORT PKWY.)

### 1. PUBLIC HEARING

At 7:17 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the approval of an application for Preliminary PUD, Lots 1 & 2 Southport East Replat 4, and Lots 1 & 2, Southport East Replat 10 (NW of Port Grace

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& Eastport Pkwy). Kyle Haase of E & A Consulting representing the applicant was available for any questions.

At 7:18 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan. Motion carried.

## **2. RESOLUTION**

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-042; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) PLAN LOTS 1 & 2, SOUTHPORT EAST REPLAT 4, AND LOTS 1 & 2, SOUTHPORT EAST REPLAT 10 (NW OF PORT GRACE & EASTPORT PARKWAY)

WHEREAS, the owners of the above described piece of property have made application for approval of a preliminary planned unit development plan for Lots 1 and 2, Southport East Replat 4, and Lots 1 and 2, Southport East Replat 10; and

WHEREAS, the City Administrator and the City Engineer have reviewed the preliminary planned unit development plan; and

WHEREAS, on March 27, 2014, the La Vista Planning Commission held a public hearing and reviewed the preliminary planned unit development plan and recommended approval subject to the resolution of items identified by the city engineer and staff; and

WHEREAS, the items noted by the Planning Commission have been resolved and staff is recommending approval subject to the following:

1. Resolution of items listed in the review letter dated March 12, 2014 (attached)

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the preliminary Planned Unit Development (PUD) plan for Lots 1 and 2, Southport East Replat 4, and Lots 1 and 2, Southport East Replat 10 be, and hereby is, approved subject to the items listed above.

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

## **C. DISCUSSION – THOMPSON CREEK WATERSHED RESTORATION PROJECT UPDATE**

City Engineer Kottmann and representatives from TD2 and OPPD presented information to update the Mayor and Council on the continuation of the Thompson Creek Watershed Restoration Project. This phase will be the relocation and updating of electrical lines running from 72<sup>nd</sup> Street to Edgewood Boulevard. They reviewed the costs, construction and relocation of power lines in the project area.

## **D. FIREWORKS PERMITS**

### **1. RESOLUTION – ESTABLISH NUMBER OF PERMITS**

Councilmember Hale introduced and moved for the adoption of Resolution No. 14-043; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2014.

WHEREAS, Section 111.17 and Section 111.18 of the Municipal Code establish criteria that must be met for the issuance of fireworks stand permits, and

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WHEREAS, Section 111.17 (A) of the Municipal Code states in part that, "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued."

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the maximum number of fireworks stand permits to be issued in calendar year 2014 shall not exceed eight.

BE IT FURTHER RESOLVED, that per Section 111.17 (C) (10) of the Municipal Code, permit holders shall provide the City of La Vista with a certificate of insurance for their fireworks stand in the type and amount outlined.

BE IT FURTHER RESOLVED, that the written statement of income and expenses, which is required by Section 111.17 (C) (3) of the Municipal Code, be detailed and provide the City with a breakdown of specific expenditures related to the fireworks operation, income from the sale of fireworks, net profit, and specific community betterment expenditures.

BE IT FURTHER RESOLVED, that the issuance of a fireworks permit is conditional upon compliance with the Municipal Code, the Zoning Ordinance, and any other applicable regulations.

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

## 2. RESOLUTION – ISSUANCE OF PERMITS

Councilmember Crawford introduced and moved for the adoption of Resolution No. 14-044: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATION OF MONARCHS YOUTH WRESTLING CLUB, LA VISTA YOUTH FOOTBALL AND CHEER, LA VISTA COMMUNITY FOUNDATION, LA VISTA YOUTH, LA VISTA LANCER SOCCER CLUB, LA VISTA YOUTH BASEBALL ASSOCIATION, CORNERSTONE CHURCH, AND BEAUTIFUL SAVIOR LUTHERAN CHURCH.

WHEREAS, the City of La Vista requires City approval of the sale of fireworks within the City limits, and

WHEREAS, the guidelines for application and sale of fireworks in La Vista are specified in the La Vista Municipal Code, Section 111.17 and Section 111.18; and

WHEREAS, eight (8) non-profit organizations have applied for permission to sell fireworks in the City of La Vista in conformance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and

WHEREAS, City staff has reviewed all applications received in 2014 for the purpose of determining which applications were compliant with the Municipal Code, the Zoning Ordinance or any other applicable regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby conditionally grant a permit to: Monarchs Youth Wrestling Club, La Vista Youth Football and Cheer, La Vista Community Foundation, La Vista Youth, La Vista Lancer Soccer Club, La Vista Youth Baseball Association, Cornerstone Church, and Beautiful Savior Lutheran Church to sell fireworks within the City of La Vista for the 2014 calendar year subject to receipt of all appropriate application materials and compliance with recommendations made by the Chief Building Official regarding their site plan; compliance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and attendance by an official of the nonprofit organization which applied for the permit and a representative for their fireworks supplies at a meeting with City staff (date and time to be established).

Seconded by Councilmember Hale. Councilmember Sell stated that he would like to see more participation from these organizations with city community events. Mayor Kindig would like to reach out to these organizations through a letter encouraging

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support of La Vista Community events. Councilmember Sheehan asked for an accounting of what community events these organizations donate to monetarily, by volunteering to help or both. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan. Motion carried.

## **E. RESOLUTION – APPROVE COMMUNICATIONS CABLE & FACILITIES AGREEMENT BETWEEN THE CITY OF LA VISTA AND LEVEL 3 COMMUNICATIONS, LLC**

Councilmember Hale introduced and moved for the adoption of Resolution No. 14-045: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A COMMUNICATIONS CABLE AND FACILITIES AGREEMENT WITH LEVEL 3 COMMUNICATIONS, LLC FOR USE OF PUBLIC RIGHTS-OF-WAY WITHIN THE CITY LIMITS FOR INSTALLATION OF COMMUNICATIONS FACILITIES

WHEREAS, the Mayor and City Council find it necessary to have an agreement setting forth conditions for use of the rights-of-way within the City of La Vista, Nebraska; and

WHEREAS, a Communications Cable and Facilities Agreement to Occupy Public Rights-of-Way is attached hereto as Exhibit 1 and incorporated herein by reference (the "Agreement"). The Agreement would grant Level 3 Communications, LLC permission to use public rights-of way in the City of La Vista; and

WHEREAS, the Agreement includes a Statement of Policy and Standard Specifications for Communication Facilities on City Property; and

WHEREAS, the Agreement provides for the installation of communications facilities by Level 3 Communications, LLC subject to certain terms and conditions as set forth in the Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute the Agreement with Level 3 Communications, LLC for use of public rights-of-way within the city limits for installation of communications facilities.

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

## **F. RESOLUTION – AUTHORIZE PURCHASE – BOOM TRUCK**

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-046: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2015 TA60 ARTICULATING TELESCOPIC AERIAL DEVICE (BOOM TRUCK), FROM ALTEC INDUSTRIES, INC., BIRMINGHAM, ALABAMA, IN AN AMOUNT NOT TO EXCEED \$185,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) 2015 TA60 Articulating Telescopic Aerial Device (Boom Truck) is necessary; and

WHEREAS, the FY 2013/14 General Fund Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of one (1) 2015 TA60 Articulating

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Telescopic Aerial Device (Boom Truck) from Altec Industries, Inc., Birmingham, Alabama, in an amount not to exceed \$185,000.

Seconded by Councilmember Quick. Councilmember Sheehan asked if the boom itself could be replaced. Public Works Director Soucie stated that they had looked at this option but they couldn't get the aerial certified and without that they could not have a new boom put on. The old truck unit will be kept and transformed to a flatbed truck to be used by the streets or parks division. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan. Motion carried.

## **G. RESOLUTION – SURPLUS EQUIPMENT**

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-047: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, the City has determined that certain equipment is not needed for the operation of the fire department due to the merger of fire and EMS services with the City of Papillion and the Papillion Rural Fire Protection District through an Interlocal Cooperation Agreement; and

WHEREAS, the following equipment is recommended to be declared surplus and sold:

- 1992 Sutphen Fire Engine; approximately 25,716 miles/1,727 hours (minimum price \$40,000)
- 1995 International/KME Fire Engine; approximately 13,767 miles/1,111 hours (minimum price \$40,000)
- 1992 Sutphen Aerial Fire Engine; approximately 14,632 miles/1,907 hours (minimum price \$80,000)
- 2005 Ford Ambulance; approximately 23,726 miles/1,779 hours (minimum price \$15,000)

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the 1992 Sutphen Fire Engine, 1995 International/KME Fire Engine, 1992 Sutphen Aerial Fire Engine and 2005 Ford Ambulance are hereby declared surplus property and that the sale of this equipment is approved.

AND BE IT FURTHER RESOLVED, that revenue from the sale of said surplus property will be transferred to the Mutual Finance Organization as created in the Interlocal Cooperation Agreement and authorized by Neb. Rev. Stat. § 35-1201

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

## **H. RESOLUTION – SPECIAL DESIGNATED LIQUOR LICENSE – PATRIARCH DISTILLERS, LLC – OPEN HOUSE EVENT – MAY 31, 2014**

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-048: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER, WINE AND DISTILLED SPIRITS AT PATRIARCH DISTILLERS, LLC 12251 CARY CIRCLE, SUITE 100 ON MAY 31, 2014 IN CONJUNCTION WITH AN OPEN HOUSE EVENT.

WHEREAS, Patriarch Distillers, LLC, 12251 Cary Circle, Suite 100 is located within the City of La Vista; and

WHEREAS, Patriarch Distillers, LLC has requested approval of a Special Designated Permit to sell and serve beer, wine and distilled spirits at 12251 Cary Circle, Suite 100 on May 31, 2014, in conjunction with an open house event.

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City of La Vista to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer, wine and distilled spirits at Patriarch Distillers LLC, 12251 Cary Circle, Suite 100 on May 31, 2014, in conjunction with an open house event.

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

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## I. EXECUTIVE SESSION – PERSONNEL; CONTRACT NEGOTIATIONS

At 7:52 p.m. Councilmember Crawford made a motion to go into executive session for the protection of an individual to discuss personnel matters and protection of the public interest for contract negotiations. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan. Motion carried.

Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:23 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig informed Council that the legislature is finished for the year on Thursday.

Councilmember Sheehan asked if the same rules apply for payment of rescue bills as it did when La Vista had their own Fire/Rescue Department. Assistant City Administrator Ramirez stated that they will follow our previous policy.

At 8:25 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014

CITY OF LA VISTA

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

ATTEST:

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







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

**A.3**  
INVOICE

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

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

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

Invoice number 103883  
Date 04/09/2014  
Project 0171-410 <sup>4</sup> *AMK* 12<sup>TH</sup> CIRCLE AND  
HARRISON STREET TRAFFIC SIGNAL

Professional Services through March 23, 2014

Description	Current Billed
Topographic Survey	3,868.70
Engineering Services	226.25
<b>Total</b>	<b>4,094.95</b>

Invoice total 4,094.95

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
103883	04/09/2014	4,094.95	4,094.95				
	<b>Total</b>	<b>4,094.95</b>	<b>4,094.95</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

*O.K. to pay*  
*05.71.0879.02*  
*AMK*  
*4-17-2014*

*Consent Agenda 5/16/14 jk*



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

A.4

INVOICE

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

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

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

Invoice number 103916  
Date 04/11/2014

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from March 3, 2014 through March 30, 2014

P.O. #14-0098

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	4,956.25
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	1,317.50
<b>Total</b>	<b>6,273.75</b>

Invoice total 6,273.75

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
103916	04/11/2014	6,273.75	6,273.75				
	Total	6,273.75	6,273.75	0.00	0.00	0.00	0.00

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

O.K. to pay  
 \*4,956.25 to 05.71.0871<sup>02</sup> (NET)  
 \*1,317.50 to 05.71.0872.02 (NDED?)

efmk  
4-17-2014

Consent Agenda 5/16/14 ylb



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

**A.5** INVOICE

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

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

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

Invoice number 103917  
Date 04/11/2014

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services through March 30, 2014

P.O. #14-0098

Description	Current Billed
<b>Additional Services-Construction Staking/Survey Control for OPPD</b>	<b>1,556.80</b>
<b>Total</b>	<b>1,556.80</b>

Invoice total 1,556.80

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
103917	04/11/2014	1,556.80	1,556.80				
	<b>Total</b>	<b>1,556.80</b>	<b>1,556.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

O.K. to pay  
05.21.0855.02  
JMK  
4-17-2014

Consent Agenda 5/16/14 pb



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

**A.6** INVOICE

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

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

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

Invoice number 103918  
Date 04/11/2014

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services through March 30, 2014

P.O. #14-0098

Description	Current Billed
<b>Additional Services-Rain Garden/Inlet Design</b>	5,103.75
<b>Total</b>	<b>5,103.75</b>

Invoice total 5,103.75

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
103918	04/11/2014	5,103.75	5,103.75				
	<b>Total</b>	<b>5,103.75</b>	<b>5,103.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

O.K. to pay  
05.71.0872.02 (NDEQ)

Demonstration Projects  
Street Filter  
City Hall Rain Gardens

JMK

4-17-2014

*Consent Agenda 5/6/14*

March 31, 2014  
Project No: 2011.519.03.1  
Invoice No: 37928

John Kottmann  
City of La Vista  
9900 Portal Road  
LaVista, NE 68128

Project 2011.519.03.1 LaVista NE City of - Thompson Ck Outreach

**Professional Services through March 31, 2014**

*Bio Blitz Prep \$MK*

**Professional Personnel**

	Hours	Rate	Amount	
Landscape Architect	8.50	93.00	790.50	
Totals	8.50		790.50	
<b>Total Labor</b>				<b>790.50</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	790.50	16,031.75	16,822.25	
Limit			39,300.00	
Remaining			22,477.75	
		<b>Total this Invoice</b>		<b>\$790.50</b>

**Outstanding Invoices**

Number	Date	Balance
37798	2/28/2014	618.30
<b>Total</b>		<b>618.30</b>

*a.k. to pay  
\$MK 4/17/2014  
02.43.0505*

**Invoice**

**A.8**



**FELSBURG  
HOLT &  
ULLEVIG**

*connecting and enhancing communities*

**Mail Payments to:**  
PO Box 911704  
Denver, CO 80291-1704  
303.721.1440 • 303.721.0832 fax

April 15, 2014  
Project No: 113112-01  
Invoice No: 11495

Mr. John Kottmann, PE  
City Engineer  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Project 113112-01 Hell Creek Channel Improvements Phase II  
CIP Project No. PWST-13-010

**Professional Services for the Period: January 01, 2014 to March 31, 2014**

Phase 003 Preliminary Design  
**Professional Personnel**

	Hours	Rate	Amount	
Engineer V Lampe, David	6.00	140.00	840.00	
Engineer I Joy, Stacey	2.00	80.00	160.00	
Labor	8.00		1,000.00	
<b>Total Labor</b>				<b>1,000.00</b>
			<b>Phase Sub-Total</b>	<b>\$1,000.00</b>

Phase ODC Other Direct Costs

**In-House Units**

B&W Printing	1.0 B&W Print @ 0.08	.08		
<b>Total In-House</b>		.08		<b>.08</b>
			<b>Phase Sub-Total</b>	<b>\$ .08</b>

**TOTAL AMOUNT DUE \$1,000.08**

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	1,000.00	43,860.00	44,860.00
Subconsultant	0.00	38,743.06	38,743.06
Expense	0.00	266.99	266.99
In-House	.08	127.60	127.68
<b>Totals</b>	<b>1,000.08</b>	<b>82,997.65</b>	<b>83,997.73</b>

O.K. to pay  
DNK 4/17/2014  
05.71.0865.02

Project Manager David Lampe

Consent Agenda 5/16/14

**Invoice**

**A.9**



**FELSBURG  
HOLT &  
ULLEVIG**

*connecting and enhancing communities*

**Mail Payments to:**  
PO Box 911704  
Denver, CO 80291-1704  
303.721.1440 • 303.721.0832 fax

April 21, 2014  
Project No: 109025-01  
Invoice No: 11547

Mr. John Kottmann, PE  
City Engineer  
City of La Vista  
9900 Portal Rd  
La Vista, NE 68128

Project 109025-01 La Vista Quiet Zone Final Design  
**Professional Services for the Period: March 01, 2014 to March 31, 2014**

**Professional Personnel**

	Hours	Rate	Amount
Principal II			
Anderson, Kyle	3.50	195.00	682.50
Associate			
Haden, Richard	15.00	165.00	2,475.00
Labor	18.50		3,157.50
<b>Total Labor</b>			<b>3,157.50</b>

**Reimbursable Expenses**

Project Supplies			
3/21/2014 Haden, Richard		Portable Curbs & Posts	171.47
<b>Total Reimbursables</b>			<b>171.47</b>

**TOTAL AMOUNT DUE \$3,328.97**

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	3,157.50	16,887.50	20,045.00
Expense	171.47	0.00	171.47
In-House	0.00	143.93	143.93
<b>Totals</b>	<b>3,328.97</b>	<b>17,031.43</b>	<b>20,360.40</b>

Invoice is due upon receipt.

Project Manager Kyle Anderson

*O.K. to pay  
05.71.0824.02  
JMK  
4-28-2014*

*Consent Agenda 5/16/14*

ITEM **A.11**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF SINNETT CHIEF BLDG OFFICIAL/SAFETY STEERING COMMITTEE CHAIRMAN

**SYNOPSIS**

A resolution has been prepared in reference to the appointment of selected personnel to the La Vista Safety Steering Committee.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

In accordance with the provision of state law 48-443, the Safety Steering Committee is comprised of an equal number of representatives for the Employer and the Employees. It is intended that the committee represent a diverse cross-section of city departments and employees.

With the merger of the La Vista fire department with Papillion fire, the fire representative will be an ex-officio (non-voting) member therefore it was necessary to appoint one more person to the committee in order to keep the equal number of representatives for the Employer and Employees.

There are eight (8) voting members on the Committee. Four terms of office and the ex-officio term expired on April 1. As a result, I am recommending the Mayor and City Council re-appoint/appoint the following to serve a term of two years.

Mike Keyes	Employee Representative	2 year term	(re-appointment)
Josh Buethe	Employee Representative	2 year term	(new appointment)
Kevin Pokorny	Employer Representative	2 year term	(re-appointment)
Jeff Siebels	Employer Representative	2 year term	(re-appointment)
Don Pluta	Employee Representative	2 year term	(new appointment)
Jean Hurst	Ex-Officio (Non-Voting)	2 year term	(new appointment)
Bill Bowes (Fire)	Ex-Officio (Non-Voting)	No term limit	(new appointment)

Other members of the Safety Committee include:

Jeff Sinnett	Employer Representative
Bryan Waugh	Employee Representative (FOP)
Pam Buethe	Employer Representative



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS.

WHEREAS, The City Council of the City of La Vista has determined that the appointments to the La Vista Safety Steering Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby re-appoint/appoint the following city employees to the La Vista Safety Committee for the term specified:

Mike Keyes	Employee Representative	2 year term	(re-appointment)
Josh Buethe	Employee Representative	2 year term	(new appointment)
Kevin Pokorny	Employer Representative	2 year term	(re-appointment)
Jeff Siebels	Employer Representative	2 year term	(re-appointment)
Don Pluta	Employee Representative	2 year term	(new appointment)
Jean Hurst	Ex-Officio (Non-Voting)	2 year term	(new appointment)
Bill Bowes (Fire)	Ex-Officio (Non-Voting)	No term limit	(new appointment)

PASSED AND APPROVED THIS 6TH DAY OF MAY 2014.

CITY OF LA VISTA

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

ATTEST:

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

ACCOUNTS PAYABLE CHECK REGISTER

**A.12**

BANK NO BANK NAME  
CHECK NO DATE VENDOR NO VENDOR NAME CHECK AMOUNT CLEARED VOIDED MANUAL

1 Bank of Nebraska (600-873)

46318 Payroll Checks  
Thru 46320

46321 Gap in Checks  
Thru 114288

114289	4/16/2014	1270	PREMIER-MIDWEST BEVERAGE CO	477.20			**MANUAL**
114290	4/16/2014	1194	QUALITY BRANDS OF OMAHA	716.70			**MANUAL**
114291	4/16/2014	143	THOMPSON DREESSEN & DORNER	410.00			**MANUAL**
114292	4/16/2014	2479	UNIVERSITY OF NEBRASKA-OMAHA	779.62			**MANUAL**
114293	4/16/2014	4222	GREAT PLAINS GFOA	150.00			**MANUAL**
114294	4/23/2014	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	437.00			**MANUAL**
114295	4/23/2014	4867	VAN RU CREDIT CORPORATION	52.76			**MANUAL**
114296	5/06/2014	4675	A TO Z DATABASES	866.00			
114297	5/06/2014	4298	AAT (US) INC	1,738.40			
114298	5/06/2014	4953	ACCOUNTEMPS	3,059.13			
114299	5/06/2014	762	ACTION BATTERIES UNLTD INC	540.47			
114300	5/06/2014	571	ALAMAR UNIFORMS	119.74			
114301	5/06/2014	557	APWA-AMER PUBLIC WORKS ASSN	730.00			
114302	5/06/2014	819	ARMBRUST, TODD M	178.50			
114303	5/06/2014	2634	ATLAS AWNING CO INC	100.00			
114304	5/06/2014	201	BAKER & TAYLOR BOOKS	2,587.76			
114305	5/06/2014	4241	BANKERS TRUST	500.00			
114306	5/06/2014	849	BARONE SECURITY SYSTEMS	804.00			
114307	5/06/2014	1839	BCDM-BERINGER CIACCIO DENNELL	2,306.25			
114308	5/06/2014	929	BEACON BUILDING SERVICES	6,712.00	**CLEARED**	**VOIDED**	
114309	5/06/2014	3119	BIRCH, ANN	301.00			
114310	5/06/2014	196	BLACK HILLS ENERGY	4,519.33			
114311	5/06/2014	220	BLUE CROSS BLUE SHIELD	930.00			
114312	5/06/2014	2757	BOBCAT OF OMAHA	5,544.20			
114313	5/06/2014	830	BROWN TRAFFIC PRODUCTS INC	1,400.00			
114314	5/06/2014	1294	CAPSTONE	1,259.03			
114315	5/06/2014	2326	CARRICO, GREG	178.50			
114316	5/06/2014	2285	CENTER POINT PUBLISHING	297.78			
114317	5/06/2014	219	CENTURY LINK	955.33			
114318	5/06/2014	2540	CENTURY LINK BUSN SVCS	20.78			
114319	5/06/2014	4847	CHARLESWORTH & ASSOCS LLC	3,000.00			
114320	5/06/2014	244	CHILD'S WORLD INCORPORATED	670.20			
114321	5/06/2014	152	CITY OF OMAHA	100,900.56			
114322	5/06/2014	3176	COMP CHOICE INC	187.50			
114323	5/06/2014	836	CORNHUSKER INTL TRUCKS INC	8.63			
114324	5/06/2014	1346	COSGRAVE COMPANY	55.00			
114325	5/06/2014	2158	COX COMMUNICATIONS	.00	**CLEARED**	**VOIDED**	
114326	5/06/2014	2158	COX COMMUNICATIONS	227.16			
114327	5/06/2014	23	CUMMINS CENTRAL POWER LLC	203.66			
114328	5/06/2014	3136	D & D COMMUNICATIONS	131.50			
114329	5/06/2014	4863	D & K PRODUCTS	3,976.43			
114330	5/06/2014	4981	DATASHIELD CORPORATION	15.17			
114331	5/06/2014	3399	DOOLING, SHAWN A	178.50			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
114332		5/06/2014		2149	DOUGLAS COUNTY SHERIFF'S OFC	75.00			
114333		5/06/2014		364	DULTMEIER SALES & SERVICE	26.61			
114334		5/06/2014		159	DXP ENTERPRISES INC	145.76			
114335		5/06/2014		632	EASTERN LIBRARY SYSTEM	110.00			
114336		5/06/2014		3334	EDGEWEAR SCREEN PRINTING	1,371.75			
114337		5/06/2014		4110	EMERGENCY SERVICES MARKETING	300.00			
114338		5/06/2014		4663	EN POINTE TECHNOLOGIES SALES	328.20			
114339		5/06/2014		3789	ESRI INC	2,350.00			
114340		5/06/2014		2388	EXCHANGE BANK	1,730.79			
114341		5/06/2014		3460	FEDEX	161.59			
114342		5/06/2014		1245	FILTER CARE	10.00			
114343		5/06/2014		439	FIREGUARD INC	294.99			
114344		5/06/2014		142	FITZGERALD SCHORR BARMETTLER	8,111.88			
114345		5/06/2014		3415	FOCUS PRINTING	3,694.34			
114346		5/06/2014		1344	GALE	146.94			
114347		5/06/2014		1697	GAYLORD BROS INC	132.58			
114348		5/06/2014		53	GCR TIRE CENTERS	477.90			
114349		5/06/2014		2981	GLOCK PROFESSIONAL INC	195.00			
114350		5/06/2014		35	GOLDMAN, JOHN G	112.00			
114351		5/06/2014		285	GRAYBAR ELECTRIC COMPANY INC	41.29			
114352		5/06/2014		4222	GREAT PLAINS GFOA	150.00			
114353		5/06/2014		1624	GUNN, BRENDA	301.00			
114354		5/06/2014		1044	H & H CHEVROLET LLC	55.00			
114355		5/06/2014		3657	HEARTLAND PAPER	157.00			
114356		5/06/2014		1403	HELGET GAS PRODUCTS INC	191.60			
114357		5/06/2014		630	HOCKENBERGS	50.62			
114358		5/06/2014		513	HOSE & HANDLING INCORPORATED	127.01			
114359		5/06/2014		1612	HY-VEE INC	462.13			
114360		5/06/2014		2761	IA NE SD PRIMA CHAPTER	40.00			
114361		5/06/2014		1498	INDUSTRIAL SALES COMPANY INC	33.42			
114362		5/06/2014		162	INLAND TRUCK PARTS	47.52			
114363		5/06/2014		4508	INTELLIGENT PRODUCTS	210.22			
114364		5/06/2014		835	IVERSON, DENNIS	167.00			
114365		5/06/2014		1896	J Q OFFICE EQUIPMENT INC	53.94			
114366		5/06/2014		5006	JIMENEZ, PABLO	178.50			
114367		5/06/2014		3442	KAR SIM KENNEL, INC	45.00			
114368		5/06/2014		3687	KIMBALL MIDWEST	.00	**CLEARED**	**VOIDED**	
114369		5/06/2014		3687	KIMBALL MIDWEST	367.67			
114370		5/06/2014		788	KINDIG, DOUGLAS	201.00			
114371		5/06/2014		1054	KLINKER, MARK A	200.00			
114372		5/06/2014		2394	KRIHA FLUID POWER CO INC	95.75			
114373		5/06/2014		2057	LA VISTA COMMUNITY FOUNDATION	50.00			
114374		5/06/2014		4425	LANDPORT SYSTEMS INC	125.00			
114375		5/06/2014		1241	LEAGUE ASSN OF RISK MGMT	187.74			
114376		5/06/2014		5004	LEARNING PROPS	66.92			
114377		5/06/2014		787	LERNER PUBLISHING GROUP	188.88			
114378		5/06/2014		3931	LIBRARY ADVANTAGE	460.00			
114379		5/06/2014		4784	LIBRARY IDEAS LLC	14.50			
114380		5/06/2014		263	LOVELAND GRASS PAD	1,780.80			
114381		5/06/2014		877	MATHESON TRI-GAS INC	151.60			
114382		5/06/2014		5010	MCCAULEY CENTER	631.00			
114383		5/06/2014		1481	MENARDS-120TH	99.99			
114384		5/06/2014		4943	MENARDS-RALSTON	24.75			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
114385	5/06/2014	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**		
114386	5/06/2014	553	METROPOLITAN UTILITIES DIST.		1,793.39				
114387	5/06/2014	98	MICHAEL TODD AND COMPANY INC		1,687.80				
114388	5/06/2014	2497	MID AMERICA PAY PHONES		50.00				
114389	5/06/2014	184	MID CON SYSTEMS INCORPORATED		160.26				
114390	5/06/2014	4326	MIDWEST RIGHT OF WAY SVCS INC		1,047.50				
114391	5/06/2014	2299	MIDWEST TAPE		1,588.84	**CLEARED**	**VOIDED**		
114392	5/06/2014	1046	MIDWEST TURF & IRRIGATION		258.45				
114393	5/06/2014	1050	MILLER PRESS		120.00				
114394	5/06/2014	2683	MLB LOGISTICS		294.37				
114395	5/06/2014	141	MOORE WALLACE		483.71				
114396	5/06/2014	342	MUNICIPAL PIPE TOOL CO LLC		2,307.60				
114397	5/06/2014	714	NATIONAL ENTERTAINMENT		480.00				
114398	5/06/2014	1830	NE DEPT OF LABOR-WORKFORCE DEV		870.00				
114399	5/06/2014	4703	NEBRASKA ENVIRONMENTAL PRODS		158.18				
114400	5/06/2014	3350	NEBRASKA IOWA SUPPLY		16,868.38				
114401	5/06/2014	2883	NEBRASKA LANDSCAPE SOLUTIONS		1,845.52				
114402	5/06/2014	1290	NEBRASKA NOTARY ASSOCIATION		126.50				
114403	5/06/2014	653	NEUMAN EQUIPMENT COMPANY		91.00				
114404	5/06/2014	808	NEUMAN TRAFFIC SIGNS INC		2,212.25				
114405	5/06/2014	4920	NIGHT FLYER GOLF INC		496.80				
114406	5/06/2014	3973	NIKE USA INC		212.50				
114407	5/06/2014	440	NMC EXCHANGE LLC		335.64				
114408	5/06/2014	4626	NORTON, JODI		110.64				
114409	5/06/2014	124	NPZA-NE PLANNING/ZONING ASSN		405.00				
114410	5/06/2014	179	NUTS AND BOLTS INCORPORATED		54.83				
114411	5/06/2014	1808	OCLC INC		182.13				
114412	5/06/2014	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
114413	5/06/2014	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
114414	5/06/2014	1014	OFFICE DEPOT INC		1,298.40				
114415	5/06/2014	79	OMAHA COMPOUND COMPANY		116.61				
114416	5/06/2014	181	OMAHA SLINGS INCORPORATED		27.00				
114417	5/06/2014	167	OMNI		332.77				
114418	5/06/2014	976	PAPILLION TIRE INCORPORATED		160.04				
114419	5/06/2014	2686	PARAMOUNT LINEN & UNIFORM		466.24				
114420	5/06/2014	4654	PAYFLEX SYSTEMS USA INC		250.00				
114421	5/06/2014	1769	PAYLESS OFFICE PRODUCTS INC		179.94				
114422	5/06/2014	1723	PENWORTHY COMPANY		1,400.62				
114423	5/06/2014	3058	PERFORMANCE CHRYSLER JEEP		163.65				
114424	5/06/2014	4037	PERFORMANCE FORD		26.04				
114425	5/06/2014	5007	TRAVIS PETERSON		42.73				
114426	5/06/2014	1821	PETTY CASH-PAM BUETHE		.00	**CLEARED**	**VOIDED**		
114427	5/06/2014	1821	PETTY CASH-PAM BUETHE		192.26				
114428	5/06/2014	1821	PETTY CASH-PAM BUETHE		227.26				
114429	5/06/2014	74	PITNEY BOWES INC-PA		204.00				
114430	5/06/2014	1784	PLAINS EQUIPMENT GROUP		544.83				
114431	5/06/2014	3446	PRO-PAPILLION RECREATION ORG		1,355.00				
114432	5/06/2014	1713	QUALITY AUTO REPAIR & TOWING		156.00				
114433	5/06/2014	2804	RADAR SHOP		450.00				
114434	5/06/2014	5003	RALSTON PUBLIC SCHOOLS		270.00				
114435	5/06/2014	427	RAMIREZ, RITA M		301.00				
114436	5/06/2014	2930	REPUBLIC NATIONAL DISTR CO LLC		437.54				
114437	5/06/2014	3774	RETRIEVEX		146.05				

BANK NO BANK NAME  
CHECK NO DATE VENDOR NO VENDOR NAME CHECK AMOUNT CLEARED VOIDED MANUAL

114438	5/06/2014	1063	ROSE EQUIPMENT INCORPORATED	194.34			
114439	5/06/2014	4829	S.I.S. PAINT INC	171.80			
114440	5/06/2014	4885	SAPP BROS INCORPORATED	1,416.25			
114441	5/06/2014	2240	SARPY COUNTY COURTHOUSE	3,960.21			
114442	5/06/2014	609	SARPY COUNTY TREASURER	557,645.00			
114443	5/06/2014	150	SARPY COUNTY TREASURER	10,635.15			
114444	5/06/2014	738	SIGN IT	382.00			
114445	5/06/2014	115	SIRCHIE FINGER PRINT LABS	139.60			
114446	5/06/2014	4272	SOLBERG, CHRISTOPHER	301.00			
114447	5/06/2014	533	SOUCIE, JOSEPH H JR	112.00			
114448	5/06/2014	3838	SPRINT	239.94			
114449	5/06/2014	3838	SPRINT	59.77			
114450	5/06/2014	4131	STERLING DISTRIBUTING COMPANY	179.18			
114451	5/06/2014	871	STOPAK, SCOTT	301.00			
114452	5/06/2014	5001	SUNDBERG AMERICA	113.49			
114453	5/06/2014	2898	SUPERIOR LAMP INC	145.74			
114454	5/06/2014	264	TED'S MOWER SALES & SERVICE	19.43			
114455	5/06/2014	143	THOMPSON DREESSEN & DORNER	9,291.30			
114456	5/06/2014	161	TRACTOR SUPPLY CREDIT PLAN	164.27			
114457	5/06/2014	4984	TRAIL PERFORMANCE COATING INC	500.00			
114458	5/06/2014	1122	TURF CARS LTD	676.00			
114459	5/06/2014	4980	UL LLC	410.00			
114460	5/06/2014	4856	UNITED DISTRIBUTORS INC	71.20			
114461	5/06/2014	300	UTILITY EQUIPMENT COMPANY	396.71			
114462	5/06/2014	809	VERIZON WIRELESS	172.15			
114463	5/06/2014	809	VERIZON WIRELESS	539.89			
114464	5/06/2014	809	VERIZON WIRELESS	178.98			
114465	5/06/2014	766	VIERREGGER ELECTRIC COMPANY	1,444.63			
114466	5/06/2014	1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
114467	5/06/2014	1174	WAL-MART COMMUNITY BRC	928.37			
114468	5/06/2014	3150	WHITE CAP CONSTR SUPPLY/HDS	445.13			
114469	5/06/2014	968	WICK'S STERLING TRUCKS INC	46.97			
114470	5/06/2014	4823	WOODHOUSE FORD-BLAIR	789.39			
114471	5/06/2014	984	ZIMCO SUPPLY COMPANY	607.20			
114472	5/06/2014	150	SARPY COUNTY TREASURER	29,097.00			
114473	5/06/2014	929	BEACON BUILDING SERVICES	5,812.00			
114474	5/06/2014	2299	MIDWEST TAPE	110.45			
114475	4/30/2014	944	NE DEPT OF REVENUE-LOTT/51	89,380.00			**MANUAL**

942101

Payroll Checks

Thru 958201

BANK TOTAL 926,723.94  
OUTSTANDING 926,723.94  
CLEARED 8,300.84  
VOIDED 8,300.84

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL FUND	151,183.40	151,183.40	.00
02	SEWER FUND	674,172.35	674,172.35	.00
04	BOND(S) DEBT SERVICE FUND	500.00	500.00	.00
05	CONSTRUCTION	1,047.50	1,047.50	.00

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08	LOTTERY FUND					93,401.30		.00	.00
09	GOLF COURSE FUND					6,307.42		.00	.00
15	OFF-STREET PARKING					111.97		.00	.00

REPORT TOTAL	926,723.94
OUTSTANDING	926,723.94
CLEARED	8,300.84
VOIDED	8,300.84

+ Gross Payroll 4/25/14 243,505.80  
**GRAND TOTAL**      \$1,170,229.74

APPROVED BY COUNCIL MEMBERS 5/6/14

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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  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITIZEN ADVISORY REVIEW COMMITTEE — EDP REPORT	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A public hearing has been scheduled for the Citizen Advisory Review Committee to submit a written report to the Mayor and City Council regarding the City's Economic Development Program. A copy of the report is attached.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Receive/File.

**BACKGROUND**

Ordinance No. 921 established the City's Economic Development Program and formed the Citizen Advisory Review Committee which is charged with reporting to the Mayor and City Council in a public hearing at least once every six months.

## LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

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To: Mayor and Members of City Council

Dt: April 10, 2014

Fr: Citizen Advisory Review Committee

Re: Economic Development Program Review

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Pursuant to §117-15 (g) the Citizen Advisory Review Committee shall report to the Mayor and City Council, at least once every six months, regarding the Economic Development Program. The following is provided for the Committee's information and generally covers activity for FY 13 (the period from October 1, 2012 to September 30, 2013) and YTD activity for FY 14:

One application to the Economic Development Program has been received to date. The application was from John Q. Hammons to construct a full service Embassy Suites Hotel and conference center facility, which opened in July of 2008 and a Marriott Courtyard Hotel, which opened in May of 2009. These facilities are located in the Southport West subdivision.

1. The City has been collecting sales tax revenue for the Economic Development fund since its effective date. In FY13 (which ended on September 30, 2013) the fund received \$600,000 in sales tax revenue, (bringing the total sales tax revenues transferred to the fund since its inception to \$2,280,000), and \$1,186,573 in loan payments (interest only) from John Q. Hammons. Expenditures in FY13 were \$1,999,662 for debt service associated with the grant and construction loan. The fund had a balance of just over \$882,000 carried over from FY12.
2. The Economic Development Fund Budget for Fiscal Year 2014 indicates a carry forward amount of \$669,297 from FY13, the fund will receive \$1,186,573 in revenue from loan payments (interest only) by John Q. Hammons, and the fund will receive \$600,000 from sales tax. Expenditures in FY14 will include debt service payments of \$1,393,396 in interest and \$605,000 in principal.
3. The City's assessed valuation for 2014 is \$1,243,966,760, which is an increase of over 17% from 2013. This growth in valuation is due to annexations by the City, not an increase in building activity or an increase in existing property valuations. Over the past 10 years, the growth in the City's valuation has averaged about 10% annually. The considerably lower than average growth rate over fiscal years 2012 and 2013 can likely be attributed to declining property values associated with the current economic situation specifically related to market sales and vacant commercial properties, especially in the 84<sup>th</sup> Street corridor. Because the City pursued annexations in FY13 and won the Supreme Court case regarding the annexation of SID 59, the valuation increased for 2014.
4. Net taxable sales increased in both 2012 and 2013. (This data is compiled by the State Department of Revenue.)
  - 2009 Net Taxable Sales - \$182,170,349
  - 2010 Net Taxable Sales - \$174,451,981 (down 4.2%)
  - 2011 Net Taxable Sales - \$186,820,517 (up 7.08%)
  - 2012 Net Taxable Sales - \$200,843,094 (up 7.5%)
  - 2013 Net Taxable Sales - \$214,110,929 (up 6.6%)
  - 2014 Net Taxable Sales - \$15,947,869 (January 2014)



5. Sales tax revenue has continued to show an increase over the last several years. There were some extremely high sales tax collections in 2012 and 2013 and the explanations are noted below.

FY2010 Sales Tax - \$3,499,187 (up 9.2%)  
FY2011 Sales Tax - \$3,741,187 (up 6.9%)  
FY2012 Sales Tax - \$4,471,391 (up 19.5%)\*  
FY2013 Sales Tax - \$5,999,367 (up 34.2%)\*\*  
FY2014 Sales Tax - \$1,409,512

The State of Nebraska has been withholding our monthly sales tax revenue since January 1<sup>st</sup> to reimburse the \$2.4 million incentive rebate. Sales tax payments for January through March would have been \$1,400,590.

\* (Sales tax revenue received in May 2012 was exceptionally high and we are anticipating an incentive refund to be deducted at some point.)

\*\* (An additional \$1.2 million in sales tax received as a result of a business audit by the State Treasurer. State has now informed us they will be taking back a total of \$2.4 million in sales tax revenue due to State incentive programs.)

6. Building permit valuations have been consistently lower for the last several years, permit valuations in 2013 have already exceeded last year's total with four months left in the year.

2008 - \$43,487,781 (a decrease from the previous year).  
2009 - \$27,316,647  
2010 - \$50,312,009 (two large multi-family projects at the end of the year)  
2011 - \$34,936,491  
2012 - \$28,813,664  
2013 - \$31,603,604  
2014 - \$16,728,254 (through March)

Total building permit valuations since 1997 are over \$977 million.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
UNIFIED 911 COMMUNICATIONS SYSTEM	◆ RESOLUTIONS ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

Resolutions have been prepared to approve the following agreements related to 911.

1. Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency
2. Members' Service Agreement
3. Management Service Agreement
4. Post-Agency Sarpy County Communications System Interlocal Agreement

**FISCAL IMPACT**

From the effective date of the Interlocal Cooperation Agreement, July 1, 2014 through June 30, 2017, the Sarpy Cities collectively will pay 22.5% of Sarpy County's 911 communications services' operational costs. Beginning July 1, 2017, Sarpy County shall pay 100% of Sarpy County's 911 communications services costs and the Sarpy Cities shall no longer be responsible for any costs associated with 911 communication services, except as otherwise provided in the Members' Services Agreement (e.g. portable/mobile radio units, pagers and mobile data computers). Sarpy County agrees that all costs and revenues relating to the 911 communications services shall be recovered or derived on a uniform and consistent basis with respect to all residents of Sarpy County, without any distinction based on location within the County or whether or not within or outside the boundaries of any of the Sarpy Cities.

**RECOMMENDATION**

Approval subject to the concurrent approval of the other 911 related agreements identified in the synopsis above.

**BACKGROUND**

On September 7, 2010, the Sarpy County Board of Commissioners sent the five cities in Sarpy County a Notice of Termination indicating their intent to stop providing 911 communication services to the citizens who lived within the corporate boundaries of cities within Sarpy County, effective on January 1, 2012.

As the five cities searched for alternative 911 options, the possibility of contracting with Douglas County to provide 911 communication services was explored. During the exploration process, Douglas County suggested that the best solution may be one 911 communication services center serving both counties.

In November 2011, a new interlocal cooperation agreement for 911 services was approved by Sarpy County and the Sarpy County cities. This agreement included a requirement that all parties conduct a study with Douglas County to determine if the services being provided by Sarpy County could be better provided jointly and cooperatively with other public bodies on a regional basis. In accordance with this agreement, in December 2011, the Sarpy and Douglas County Boards, along with the City of Omaha and the Sarpy Cities, engaged the services of the University of Nebraska Public Policy Center to conduct an independent feasibility study to look at the potential of a combined Sarpy and Douglas 911 Center.

On January 23, 2013, the University released their findings. Among the many conclusions in the report, two key findings were identified:

- 1) A combined Sarpy and Douglas County 911 Center is possible and projected to save \$20 million in capital costs and \$2 million per year in operational costs; and
- 2) The per-call cost average in Sarpy County is currently \$69.83 per call and only \$17.14 per call in Douglas County.

The study recommended moving forward with one combined 911 center. Upon release of the study, elected officials from both counties directed their chief appointed officers to begin meeting in order to provide a plan for the structure of a combined 911 center.

On December 16, 2013, the chief appointed officers presented a plan to members of both county boards and Mayors from the cities of Omaha, Bellevue, Papillion, La Vista, Gretna, and Springfield.

On March 5, 2014, a second study by the Matrix Group was released, as commissioned by the Sarpy County Board of Commissioners. Among the many findings in the Matrix Study, it was determined that Sarpy 911 Dispatch was not meeting national standards. The Matrix study also calls for Sarpy County to consider a 911 communication services merger with Douglas County.

Finally, combining 911 centers is not a new or unique idea. Locally, there was a previous merger of 911 centers in Sarpy County in 1994. The legislative guidelines and recommendations for a regionalized approach to emergency communication services were most recently updated in 2006, and go back as far as the Public Safety Communications Act in 1999.

### **Interlocal Cooperation Agreement Act Creating the Sarpy County Public Safety Communications Agency**

As proposed, this Interlocal Cooperation Agreement would create a new joint entity, specifically, the Sarpy County Public Safety Communications Agency. The purposes of the joint entity are identified as follows:

- (a) To make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the local communities;
- (b) To establish a unified 911 communications system that will professionally and expeditiously handle requests for emergency response from the Members' citizens, to dispatch the Members' public safety agencies in a manner prescribed by the public safety agencies, and to provide public safety support to citizens and the public safety agencies within the Members' jurisdictional boundaries; and
- (c) To provide or contract for the acquisition, finance, construction, and operation of a unified 911 communications system to provide emergency and public safety communications, including communications services related to law enforcement, fire management, ambulance, emergency medical, road maintenance, school transportation, public utilities, homeland security, and emergency management and disaster relief services.

The creation of the Agency would establish a six member board including the Mayors of the five Sarpy County cities and the Sarpy County Board Chair. While details regarding the specific powers of the Agency are fully described in the attached Interlocal Cooperation Agreement, highlights of the authority include:

- (a) to sue and be sued;
- (b) to make and execute contracts;
- (c) to make and amend and repeal bylaws, rules, and regulations;
- (d) to make all necessary rules and regulations governing the use, operation, and control of a 911 communications system;
- (e) to establish just and equitable rates or charges for the use of the 911 communications system, any property or equipment associated therewith, or any services provided in connection with said system;
- (f) to purchase, plan, develop, construct, equip, maintain, and improve a 911 communications system;
- (g) to acquire, hold, use, and dispose of any reserves derived from the operation of a 911 communications system;
- (h) to acquire, hold, use, and dispose of other personal property for the purposes of the Agency;
- (i) to provide 911 communications services within the jurisdictional boundaries of the Members and in coordination with other political subdivisions
- (j) to contract with and compensate consultants for professional services;
- (k) to provide for a system of budgeting, accounting, auditing, and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;
- (l) to borrow money, make and issue negotiable bonds, certificates, bond participation notes, refunding bonds and notes; and to secure the payment of such bonds, certificates, refunding bonds and notes;
- (m) to hire employees, fix their compensation, benefits, personnel rules, and regulations, and terminate their employment; and
- (n) to borrow money and accept grants, contributions, property or loans from, and enter into contracts, leases, or other transactions with other political subdivisions.

The Agency created pursuant to this Interlocal Cooperation Agreement will serve as a recommending body to the Sarpy County Board who will maintain the final authority for the budget. The exercise of any powers under the agreement involving financial commitments must be included in the annual budget. Any bonds issued by the Agency will require approval by the Agency Board and approval of an amendment to the Member Services Agreement by all of the members governing bodies.

***What would the new unified 911 arrangement look like?***

This decision is up to the members of the Sarpy and Douglas County Boards of Commissioners. The greatest long-term savings can be realized with one combined 911 center located in Douglas County. The Matrix study offers a couple of different options.

The projected cost to construct and operate a single 911 center would be divided between the two counties on a population basis. Douglas County has 76% of the population and Sarpy County has 24% of the population.

The proposed Interlocal Cooperation Agreement between Sarpy County and the Sarpy Cities will establish a separate public Agency, which will operate or propose to operate 911 communication services. In turn, the Agency will authorize Sarpy County to operate the 911 communication services for Sarpy County and the Sarpy Cities through a Management Agreement. In a separate Interlocal Agreement between Douglas County and Sarpy County, Sarpy County will delegate the 911 communications operations for Sarpy County and the Sarpy Cities to Douglas County. Douglas County would then operate the 911 communications center for all of Douglas and Sarpy Counties.

The proposed Interlocal Agreement creating the Agency will also establish the Sarpy Cities' total contributions to Sarpy County for the operations of the 911 communication services through June 30, 2017. Specific contribution terms for each Sarpy City will be set forth in separate service agreements between the Sarpy Cities and the Agency.

***What are the financial implications?***

The study from the University of Nebraska clearly shows substantial cost savings that can be realized by creating a combined center. This includes a projected \$20 million capital cost savings, and a \$2 million annual saving in operating costs.

A comparative analysis shows that the per-call cost average for 911 calls is \$68.83 in Sarpy County and \$17.14 in Douglas County.

***Will public safety be compromised?***

No. The paid professional public safety personnel (i.e. police and fire departments) in Sarpy County have indicated that they are not concerned that there will be a decrease in public safety.

***Who would operate the combined 911 center?***

Douglas County would operate the new combined center.

***What is the timeline for agreements? Implementation?***

The timeline for Douglas and Sarpy Counties to reach an Interlocal Agreement is yet to be determined by their boards. Estimates indicate implementation of a unified regional 911 center is at least two years away or possibly as far as five years away.

**Members' Service Agreement**

The Members' Service Agreement provides the terms and conditions to finance and contribute all costs necessary to fund the establishment organization and operating expenses of the agency and the unified 911 communications system for Sarpy County and the Sarpy Cities throughout the term of the agreement.

**Management Agreement**

The Management Agreement provides the terms for Sarpy County's undertaking of the general management and operation of all 911 communication services to Sarpy County and the Sarpy Cities, as the agenda for and on behalf of the Agency.

**Note:** *Because the Agency does not come into existence until the effective date of July 1, 2014 under the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, the Agency Board will need to meet on July 1, 2014 to execute the Members' Service Agreement and the Management Agreement, of which the Agency is a party.*

**Post-Agency Sarpy County Communications System Interlocal Agreement**

The Post-Agency Sarpy County Communications System Interlocal Agreement provides the terms and conditions for the continuation of 911 communication services to Sarpy Cities by Sarpy County following the dissolution of the Sarpy County Public Safety Communications Agency (Agency) and concurrent termination of the Agency-related agreements. This Agreement provides for the continuation of 911 services for at least the first five years from when this Agreement becomes effective.

**ATTACHMENTS**

1. Resolution & Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency
2. Resolution & Members' Service Agreement
3. Resolution & Management Service Agreement
4. Resolution & Post-Agency Sarpy County Communications System Interlocal Agreement

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE INTERLOCAL COOPERATION ACT AGREEMENT CREATING THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA**

**WHEREAS, as a means of establishing a unified 911 communications system, the proposed Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency ("Agreement") between the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield and the City of Gretna (the "Sarpy Cities") and Sarpy County (collectively, the "Members") will establish a separate public Agency (the "Agency"), pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq., which will operate or propose to operate 911 communications services; and**

**WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 emergency communications systems further the public interest and protect the health, safety, and welfare of the people of Nebraska, and the Members agree with such finding and agree that they should strive to create the most efficient form of 911 emergency communications systems, including, but not limited to, law enforcement, fire, rescue, and other emergency dispatch and informational communications (the "911 communications"); and**

**WHEREAS, the Members will enter into one or more service agreements with such Agency, as authorized by the Nebraska Public Safety Communication System Act, Neb. Rev. Stat. § 86-401 et seq., as amended; and**

**WHEREAS, the Members desire to set forth in the Agreement their respective understandings and agreements with regard to the creation of the Agency and operation of a unified 911 communications system, and to set forth their respective rights, duties and obligations.**

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of La Vista that the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency between the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield, the City of Gretna, and Sarpy County is hereby accepted and approved contingent upon concurrent:**

- **City Council approval of the Members' Service Agreement, Resolution No. R14-0047;**
- **City Council approval of the Management Agreement, Resolution No. R14-0056;**
- **City Council approval of the Post-Agency Sarpy County Communications System Interlocal Agreement, Resolution No. R14-0048; and**
- **Approval of all four 911 communication services agreements (i.e., the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency, the Members' Service Agreement, the Management Agreement, and the Post-Agency Sarpy County Communications System Interlocal Agreement) by all of the governing bodies of Sarpy County and the Sarpy Cities.**

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

K:\APPS\City Hall\14 FINAL RESOLUTIONS\14.  
911 Interlocal Cooperation Agreement Creating  
The SC Public Safety Communicaitons Agency 2.Docx

**INTERLOCAL COOPERATION ACT AGREEMENT  
CREATING THE  
SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (the "Agreement") is made by and between the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities"), and the County of Sarpy, Nebraska (the "County" or "Sarpy County") (collectively, the County and Sarpy Cities, the "Members").

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 emergency communications systems further the public interest and protect the health, safety, and welfare of the people of Nebraska, and the Members agree with such finding and agree that they should strive to create the most efficient form of 911 communication services, as defined below; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2007) (the "Interlocal Cooperation Act"), authorizes cities and counties to cooperate on the basis of mutual advantage to thereby provide for services and facilities, in a manner and pursuant to forms of governmental organization that will accord with the geographic, economic, population and other factors influencing the needs and development of the local communities; and

WHEREAS, each and every Member is a political subdivision, organized and existing under the laws of the State of Nebraska; and

WHEREAS, the Members desire to cooperate to establish a unified 911 communication system to handle the requests for emergency response from the citizens of Sarpy County and to provide public safety support to the needs of the citizens and the public safety agencies within Sarpy County; and

WHEREAS, as a means of establishing a unified 911 communication system, the Members desire to create a new joint entity pursuant to the Interlocal Cooperation Act, specifically the Sarpy County Public Safety Communications Agency (the "Agency"), and to enter into service agreements with such Agency, as authorized by the Nebraska Public Safety Communication System Act, Neb. Rev. Stat. § 86-401 et seq. (Reissue 2007), as amended (the "PSCS Act"); and

WHEREAS, the Members desire for the Agency to enter into a Management Agreement with Sarpy County for the purpose of managing and operating a unified 911 communication system to serve the Members of the Agency; and

WHEREAS, the Members desire to set forth in this Agreement their respective understandings and agreements with regard to the creation of the Agency and operation of the unified 911 communication system, and to set forth their respective rights, duties and obligations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION I.**

**DEFINITIONS**

The following definitions apply to this Agreement:



1. Equipment. The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, specifically: portable/mobile radio units, pagers, and mobile data computers.

2. Facilities. The 911 communication services system housed in the Communications Department of Sarpy County and/or Douglas County or any combination thereof (or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy County and/or Douglas County, including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.

3. Governing Body. The city council of a city or county board of a county when such is a signatory to this Agreement.

4. Public Safety Program. The real, personal, and mixed property which each of the Cities directly or by contract and Sarpy County now or hereafter owns, uses, occupies, or maintains for the delivery of firefighting, law enforcement, ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

5. Public Service Communications. The secondary purpose of the 911 communication services, whereby Sarpy County and/or the Sarpy Cities acquire portable/mobile units for use in their governmental departments for other than public safety program purposes or as an adjunct to such public safety program purposes.

6. 911 Communication Services. A communications system which includes the use of equipment and facilities, the Public Safety Program, Law Enforcement Records Management System and Fire Records Management System, and the 24-hour 911 Public Safety Answering Point (PSAP) and public service communications answering point, which directly dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: firefighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services. Except that after July 1, 2017, this definition shall no longer include the use of Law Enforcement Records Management System and Fire Records Management System.

## **SECTION II.**

### **CREATION OF THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY**

Pursuant to the Interlocal Cooperation Act, the Members hereby create the Agency, which shall constitute a separate body corporate and politic under the provisions of the Interlocal Cooperation Act. The Agency shall be subject to the control of the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the Agency's office, the location of which shall be determined by the Agency Board. The Agency's existence shall commence upon the execution of this Agreement by all of the Members, effective July 1, 2014 ("Effective Date").

### **SECTION III.**

#### **PURPOSES OF THE AGENCY**

The purposes of the Agency are as follows:

(a) To make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the local communities;

(b) To establish a unified 911 communication system that will professionally and expeditiously handle requests for emergency response from the Members' citizens, to dispatch the Members' public safety agencies in a manner prescribed by the public safety agencies, and to provide public safety support to citizens and the public safety agencies within the Members' jurisdictional boundaries; and

(c) To provide or contract for the acquisition, finance, construction and operation of a unified 911 communications system to provide emergency and public safety communications, including communication services related to law enforcement, fire management, ambulance, emergency medical, road maintenance, public utilities, homeland security, and emergency management and disaster relief services.

### **SECTION IV.**

#### **AGENCY AND 911 COMMUNICATIONS SERVICES OVERVIEW**

The Parties intend that the execution of this Agreement by all of the Members shall create the Agency for the purposes stated herein. Upon the creation of the Agency: (a) all of the Members and the Agency shall execute a Members' Service Agreement ("Service Agreement") setting forth the terms of (i) the 911 Communication Services to be provided to the Members by the Agency, and (ii) the Members' payments to the Agency for such 911 Communication Services; (b) Sarpy County and the Agency shall execute a Management Agreement ("Management Agreement"); and (c) all of the Members shall execute a Post-Agency Sarpy County Communications System Interlocal Agreement ("Post-Agency Interlocal Agreement"). All such Agreements shall be executed concurrently by the respective parties.

The Agency, by contracting with Sarpy County under the Management Agreement, will provide all 911 communication services for the Members through June 30, 2017, with operational costs of said services during this period allocated and shared among the Members as described in this Agreement and the Service Agreement. Effective on and after July 1, 2017, Sarpy County, at its sole cost and without any contributions from any of the Sarpy Cities, will provide all 911 communication services for all Members pursuant to the Post-Agency Interlocal Agreement.

This Agreement, Management Agreement and Service Agreement automatically will terminate on June 30, 2017, in which case the Post-Agency Interlocal Agreement will become effective on and after July 1, 2017. Provided, however, if any bonds or other indebtedness are issued or undertaken by the Agency to pay for any capital items to provide 911 communication services for the Members ("Agency Bonds"), this Agreement, Management Agreement and Service Agreement

will not terminate and instead each will continue and remain in effect after June 30, 2017 for as long as the Agency Bonds are in effect, including any refunding bonds. Provided, however, regardless of whether or not Agency Bonds are issued, effective on and after July 1, 2017 operational cost sharing of the Sarpy Cities will end, with the exception of the costs for the Fire Records Management System and the Law Enforcement Records Management System ("RMS") associated with 911 communication services, and Sarpy County, at its sole cost, and without any further contributions from any of the Sarpy Cities, will provide all 911 communication services for all Members. Sarpy County at all times and its sole cost will pay all capital costs, as defined in the Service Agreement, and related financings for 911 communication services for the Members, except for particularized equipment of the Sarpy Cities, specifically: portable/mobile radio units, pagers and mobile data computers. At least six (6) months prior to July 1, 2017, the Sarpy Cities and Sarpy County will negotiate the terms of a separate service agreement for Sarpy County to provide RMS services to each of the Sarpy Cities. In the event that the Sarpy Cities, collectively or individually, and Sarpy County are unable to agree on terms for a RMS service agreement by December 31, 2016, any Sarpy City will have the right to obtain a RMS from another source, in which case Sarpy County will agree to provide such Sarpy City with access to such Sarpy City's past, present and future 911 communications data residing in Sarpy County's 911 communications services databases.

## **SECTION V.**

### **ORGANIZATION**

(a) Agency Board Members. The Agency shall be governed by a Board consisting of the Chair of the Sarpy County Board, or his or her designee, and the Mayors of the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield, and the City of Gretna, or their respective designees, each of whom shall be a voting member of the Agency Board.

(b) Voting. Each Member of the Board shall have one vote on all matters before the Agency Board.

(c) Quorum. A majority of all members of the Agency Board shall constitute a quorum for the transaction of any Agency business.

(d) Officers. The Chair of the Sarpy County Board shall serve as the Agency Board's Chair. The Mayors of the represented Members shall serve as the Agency Board's Secretary on an annual rotating basis.

(e) Agency Treasurer. The Agency Board's Treasurer shall be appointed by the Agency Board, and shall have no voting privileges.

(f) Meetings and Notice. The Agency Board shall meet as needed but at least annually, and notice of such meetings shall be posted with each Member to this Agreement. The meetings will be scheduled and conducted pursuant to the Nebraska Open Meetings Act and minutes for such meetings will be recorded and provided as required by law.

(g) Legal Counsel. The Sarpy County Attorney shall serve as the Agency Board's legal counsel. The Agency may be represented by special counsel appointed by the Agency for such matters as the Agency deems appropriate. The Agency shall establish the terms and conditions of such special counsel's services.

(h) Fiscal Year. The Agency shall maintain a fiscal year ending on June 30 of each calendar year.

## **SECTION VI.**

### **DURATION**

Except as otherwise provided in this Agreement, the Agency shall have a term of three years (3) years, commencing on July 1, 2014, and shall dissolve on June 30, 2017,; provided, however, the Agency shall not dissolve if any Agency 911 communication services bonds (including any and all refunding thereof) are outstanding under the terms of any bond resolution adopted by the Agency pursuant to the Interlocal Cooperation Act.

## **SECTION VII.**

### **ALLOCATION OF COSTS AND SERVICE AGREEMENT**

The Members through June 30, 2017 each shall contribute its share of all operational costs necessary to provide 911 communication services for the Members throughout the term of this Agreement. The Members hereby agree to enter into one or more service agreements with the Agency, as authorized by the PSCS Act and any amendments thereto, for all purposes stated herein to pay their respective portions of the operational costs of a unified 911 communications system to provide 911 communication services for the Members, and if applicable, for Sarpy County to pay amounts payable with respect to debt service on bonds to be issued by the Agency and approved by Sarpy County and the other Members. Such expenses shall be paid by the Members pursuant to the relevant Service Agreement(s).

As part of those Service Agreements, the Members agree that from the date of this Agreement until June 30, 2017, Sarpy County will pay 77.5% and the Sarpy Cities shall pay 22.5% of all operational costs to provide 911 communication services for the Members, as specifically set forth in the Service Agreements. Sarpy County at all times and its sole cost will pay all capital costs and related financings for 911 communication services for the Members, except for particularized equipment of the Sarpy Cities, specifically: portable/mobile radio units, pagers and mobile data computers.

Effective on and after July 1, 2017, (1) Sarpy County, at its sole cost and without any contributions from any of the Sarpy Cities shall provide all 911 communication services for all Members, excluding the costs for (a) RMS services, the cost and service for which shall be addressed in a separate RMS service agreement and (b) particularized equipment of the Sarpy Cities, specifically: portable/mobile radio units, pagers and mobile data computers and (2) Sarpy County shall pay all costs of providing 911 communication services for all Members, after deducting all 911 surcharge fees (which the Members shall assign to Sarpy County) cash on hand and other non-tax revenues. Furthermore, Sarpy County agrees that all costs and revenues relating to the 911 communications services shall be recovered or derived on a uniform and consistent basis with respect to the public of Sarpy County, without any distinction based on location within the County or whether or not within or outside the boundaries of any of the Sarpy Cities. This clause shall only be effective during this Agreement, and shall not apply to a City or to Cities that have terminated this Agreement or are no longer a Party to this Agreement. This clause shall not be construed to create a private cause of action by any individual, taxpayer or third-party beneficiaries.

## SECTION VIII.

### POWERS

The Agency shall have such powers as are allowed by the Interlocal Cooperation Act, and any amendments thereto, and the PSCS Act, including, but not limited to, the following powers. The exercise of any powers involving financial commitments must be included in the annual budget as provided in Section X unless otherwise approved by all of the Members.

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to exercise its powers, including service agreements as provided by the PSCS Act and any amendments thereto and Interlocal Cooperation Agreements to contract for the acquisition, finance, construction and operation of a unified 911 communications system;
- (d) from time to time, to make and amend, and repeal bylaws, rules and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of a 911 communications system;
- (f) to analyze and establish the appropriate Operating and Performance Standards for the 911 communication services, the implementation of which shall be contingent upon Sarpy County Board funding of the Standards;
- (g) to establish just and equitable rates or charges for the use of the 911 communications system, any property or equipment associated therewith, or any services provided in connection with said system;
- (h) to purchase, plan, develop, construct, equip, maintain and improve a 911 communications system, including the lease or acquisition of real estate or rights therein by gift, grant, purchase or condemnation as necessary for the construction and operation of such a system;
- (i) to acquire, hold, use and dispose of any reserves derived from the operation of a 911 communications system;
- (j) to acquire, hold, use and dispose of other personal property for the purposes of the Agency;
- (k) to provide 911 communication services within the jurisdictional boundaries of the Members and in coordination with other political subdivisions, the state of Nebraska, the United States of America and any agency thereof;
- (l) to make or cause to be made engineering studies and surveys necessary or useful and convenient to carrying out the functions of the Agency;

(m) to contract with and compensate consultants for professional services including, but not limited to architects, engineers, planners, lawyers, accountants, and others the Agency Board finds necessary or useful and convenient to the stated purposes of the Agency;

(n) to provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;

(o) to consult with representatives of Federal, State and local agencies and departments and their officers and employees and to contract with such agencies and departments for services and equipment as needed for the 911 communications system;

(p) to exercise such other powers as are available under applicable law;

(q) to borrow money, make and issue negotiable bonds, certificates, bond participation notes, refunding bonds and notes, all in accordance with Neb. Rev. Stat. §§ 13-808 through 13-824, of the Interlocal Cooperation Act, and any amendments thereto, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge for such purposes;

(r) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(s) to receive payments for the use of the 911 communications system and associated equipment and property;

(t) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(u) to employ a manager and operator which may be a political subdivision or other entity or person and which may exercise such of the Agency's powers as shall be determined by contract and as determined by the Agency Board from time to time;

(v) to obtain and contract for insurance coverage for the Agency and its Board Members as the Agency Board deems appropriate; and

(w) to borrow money and accept grants, contributions, property or loans from, and enter into contracts, leases, or other transactions with other political subdivisions, the State of Nebraska, the United States of America and any agency thereof.

## **SECTION IX.**

### **COOPERATION FROM MEMBERS**

The Members agree to respond to reasonable requests to make information available to the Agency for the purposes of this Agreement, and to assure that any engineers and consultants hired by the Members release to the Agency materials, data and other items pertinent to this Agreement.

## **SECTION X.**

### **BUDGETING**

Prior to April 30 of each year, the Agency Board shall prepare a proposed itemized annual budget for the fiscal year, July 1 through June 30, which the Sarpy County Board of Commissioners may modify or approve as submitted. In the event the Sarpy County Board of Commissioners modifies the budget, the Agency Board will be given the opportunity to comment on the proposed modification before the Sarpy County Board of Commissioners gives final approval. The Agency Board may only spend funds as itemized in the approved budget.

The Sarpy County Board of Commissioners shall be the final approving authority on the annual budget related to the establishment, operation, and maintenance of a unified 911 communications system.

## **SECTION XI.**

### **BONDING**

Notwithstanding any other terms hereof to the contrary, the Agency shall not issue any bonds or other form of indebtedness unless the Service Agreement for any Member responsible for debt service on bonds is amended to provide additional payments to cover any such debt service and such indebtedness is included in the annual budget as provided in Section X.

## **SECTION XII.**

### **PERFORMANCE STANDARDS**

The Agency Board shall evaluate, determine and select the appropriate Operating and Performance Standards for the 911 communication services within ninety (90) days of the establishment of this Agency and execution of this Agreement. The Agency Board may reevaluate such standards on an annual basis and evaluate the compatibility of such standards and the Agency's performance under such standards. If deemed to be in the best interest of the Agency, the Agency Board may amend the Operating and Performance Standards for the 911 communications services.

## **SECTION XIII.**

### **NOT FOR PROFIT**

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

## **SECTION XIV.**

### **MANNER OF ACQUIRING AND HOLDING PROPERTY**

The Agency Board may lease, purchase, or acquire by any lawful means from a Member or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency; provided, however, that any property, personal or real,

which is contributed by and titled to a Member, may be used by the Agency, but such property shall remain titled to the Member.

All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Agency Board and executed by the Chairman on behalf of the Agency.

#### **SECTION XV.**

##### **WITHDRAWAL OF MEMBER(S)**

The withdrawal of any Member(s) from the Agency shall require (1) 90 days advance notice to the Agency of its intention to withdraw from the Agency and (2) the unanimous approval of the non-withdrawing Members; provided, however, no Member shall withdraw from the Agency if such Member is obligated with respect to indebtedness issued under the Member's Service Agreement.

#### **SECTION XVI.**

##### **DISTRIBUTION UPON DISSOLUTION OF AGENCY**

Upon complete dissolution of the Agency pursuant to Section VI of this Agreement, all assets and liabilities of the Agency shall be distributed to the Members on an equitable basis.

#### **SECTION XVII.**

##### **AMENDMENT OF AGREEMENT**

This Agreement may be amended upon approving resolutions adopted by the governing body of each Member that approved this Agreement.

#### **SECTION XVIII.**

##### **MISCELLANEOUS PROVISIONS**

(a) **Separate Legal Entities.** This Agreement shall be construed to have created a separate legal entity.

(b) **Indemnification.** Each Member agrees to release, indemnify and hold harmless ("Indemnifying Member") each other Member ("Indemnified Member") and said Indemnified Member's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts or omissions of the Indemnifying Member, or the officers, officials, employees, agents or contractors of the Indemnifying Member related to or arising out of the establishment, operation or maintenance of the unified 911 communications system contemplated herein.

(c) **Governmental Subdivision.** Except as provided herein, each Member shall maintain its autonomy and indebtedness as a governmental subdivision. This Agreement shall not relieve any Member of any obligations or responsibility imposed upon it by law except to the extent of actual



and timely performance by the Agency as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.

(d) Modifications. That no modification, termination or amendment of this Agreement may be made except by written agreement signed by all of the Members.

(e) Severability. In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

(f) Incorporation. The recitals, Management Agreement, Members' Service Agreement and Post-Agency Interlocal Agreement referenced in this Agreement are incorporated herein by this reference.

(g) Entire Agreement. The entire agreement between the Members hereto is contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction, and specifically supersedes and terminates the Sarpy County Communication System Interlocal Agreement between the Parties, executed on December 12, 2011 and all previous agreements for 800 MHz systems or 911 services, effective on July 1, 2014. This Agreement may be amended only by written instrument, duly authorized and executed by Members subsequent to the date hereof. All schedules, exhibits, lease or sublease agreements, documents of transfer or conveyance, and other documents or instruments now or hereafter adopted or executed by any of the Members to carry out this Agreement shall be incorporated into and become part of this Agreement by this reference.

(h) Assignment. This Agreement may not be assigned by any Member without express written consent of all of the Members.

(i) Further Assurances. From and after the Effective Date of this Agreement, the Members agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Member, at any time and from time to time, upon request by any other Member and without further consideration, shall take or cause to be taken such actions and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Members, without increasing or extending any cost, duty or liability of the responding Member.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

(k) Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each Member agrees that it and any of its subcontractors shall not discriminate against any employee

or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) one or more of the Members is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the Members.

(l) Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Members agree that any Member shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

IN WITNESS WHEREOF, the Members have caused this Interlocal Cooperation Act Agreement to be executed by the duly authorized officers on the last date and year written below.

SARPY COUNTY, NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

CITY OF BELLEVUE

Date: \_\_\_\_\_

\_\_\_\_\_  
Rita Sanders, Mayor

Attest:

\_\_\_\_\_  
Kay Dammast, City Clerk

CITY OF PAPIILLION

Date: \_\_\_\_\_

\_\_\_\_\_  
David P. Black, Mayor

Attest:

\_\_\_\_\_  
Elizabeth Butler, City Clerk

CITY OF LA VISTA

Date: \_\_\_\_\_

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

Attest:

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

CITY OF GRETNA

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Timmerman, Mayor

Attest:

\_\_\_\_\_  
Tammy Tisdall, City Clerk

CITY OF SPRINGFIELD

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Dill, Mayor

Attest:

\_\_\_\_\_  
Kathleen Gottsch, City Clerk

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE MEMBERS' SERVICE AGREEMENT IN CONJUNCTION WITH THE INTERLOCAL COOPERATION ACT AGREEMENT WHICH CREATED THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA

BE IT RESOLVED by the Mayor and City Council of La Vista that the Members' Service Agreement between Sarpy County, the City of Bellevue, the City of Papillion, the City of La Vista, the City of Gretna and the City of Springfield is hereby accepted and approved contingent upon concurrent:

- City Council approval of the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, Resolution No. R14-0041;
- City Council approval of the Management Agreement, Resolution No. R14-0056;
- City Council approval of the Post-Agency Sarpy County Communications System Interlocal Agreement, Resolution No. R14-0048; and
- Approval of all four 911 communication services agreements (i.e., the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency, the Members' Service Agreement, the Management Agreement, and the Post-Agency Sarpy County Communications System Interlocal Agreement) by all of the governing bodies of Sarpy County and the Sarpy Cities.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Members' Service Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

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

ATTEST:

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

## MEMBERS' SERVICE AGREEMENT

THIS INTERLOCAL COOPERATION ACT AGREEMENT (the "Service Agreement") is made by and between the Sarpy County Public Safety Communications Agency, a joint entity created pursuant to Neb. Rev. Stat. § 13-801, et. seq. (Reissue 2007), as amended, (the "Agency"), the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities"), and the County of Sarpy, Nebraska (the "County" or "Sarpy County") (collectively, the County and Sarpy Cities, the "Members").

### WITNESSETH:

WHEREAS, the Members desire to obtain public safety communication services for the benefit of their residents in accordance with the terms of the Public Safety Communications Act, Neb. Rev. Stat. § 86-416 (2008) (the "PSC Act");

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 emergency communications systems further the public interest and protect the health, safety, and welfare of the people of Nebraska, and the Members agree with such finding and agree that they should strive to create the most efficient form of 911 emergency and public safety communications systems, including, but not limited to, law enforcement, fire, rescue, and other emergency dispatch and informational communications;

WHEREAS, the Sarpy County Public Safety Communications Agency (the "Agency") was formed under the Interlocal Cooperation Act Agreement, effective on July 1, 2014, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (Reissue 2007), as amended (the "Interlocal Cooperation Act"), to own or operate or propose to own or operate a public safety communication project for obtaining 911 communication services;

WHEREAS, the Members of the Agency each shall contribute its share of all operational costs necessary to provide 911 communication services for the Members as provided in this Service Agreement. The Members hereby agree to enter into one or more service agreements with the Agency, as authorized by the PCS Act and any amendments thereto, for all purposes stated herein to pay their respective portions of the operational costs of a unified 911 communication systems to provide 911 communication services for the Members, and if applicable, for the County to pay amounts payable with respect to debt service on bonds to be issued by the Agency and approved by the County and other Members; and

WHEREAS, the Sarpy Cities are willing to provide payments with respect to the operation and maintenance expenses for the 911 communication services and as are permitted under Neb. Rev. Stat. § 86-416.

WHEREAS, the Agency may elect to issue a Public Safety Communications System bonds and the County is willing to provide such undertakings with respect to payments to the operation and maintenance expenses and Capital Items for the 911 communication services (as defined below) and, subject to approval of the governing bodies of the Members, payments due with respect to such indebtedness and any other bonds and payments required of the Agency as are permitted under Neb. Rev. Stat. § 86-416.

NOW THEREFORE, the Members and the Agency in consideration of the mutual covenants and agreements herein contained do hereby covenant and agree as follows:

Section 1. Definitions. The following definitions apply to this Agreement:

1. **Equipment.** The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, specifically: portable/mobile radio units, pagers, and mobile data computers.

2. **Facilities.** The 911 communication services system housed in the Communications Department of Sarpy County and/or Douglas County or any combination thereof (or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy County and/or Douglas County, including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.

3. **Governing Body.** The city council of a city or county board of a county when such is a signatory to this Agreement.

4. **Public Safety Program.** The real, personal, and mixed property which each of the Cities directly or by contract and Sarpy County now or hereafter owns, uses, occupies, or maintains for the delivery of firefighting, law enforcement, ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

5. **Public Service Communications.** The secondary purpose of the 911 communication services, whereby Sarpy County and/or the Sarpy Cities acquire portable/mobile units for use in their governmental departments for other than public safety program purposes or as an adjunct to such public safety program purposes.

6. **911 Communication Services.** A communications system which includes the use of equipment and facilities, the Public Safety Program, Law Enforcement Records Management System and Fire Records Management System, and the 24-hour 911 Public Safety Answering Point (PSAP) and public service communications answering point, which directly dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: firefighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services. Except that after July 1, 2017, this definition shall no longer include the use of Law Enforcement Records Management System and Fire Records Management System.

Section 2. Agency to Provide Public Safety Communications. The Agency hereby agrees to operate and manage 911 communication services, which may include, but is not limited to, dispatching, referring and/or relaying all or some of the 911 communication services and except as provided elsewhere, constructing, installing and acquiring the public safety facilities and equipment as determined to be appropriate and necessary by the Agency.

The Agency hereby agrees that the 911 communication services shall be available for use by the Members in accordance with such terms, rules and regulations as shall be adopted by the Agency and approved by the Members. The Agency agrees that the 911 communication services shall be constructed, acquired, maintained and/or operated in accordance with all requirements of the laws of the State of Nebraska (the "State") and any applicable requirements of the laws, rules and regulations of the United States of America ("Federal Requirements"). Notwithstanding anything in this Service Agreement to the contrary, the Agency, subject to approval of the Agency Board, shall be permitted to contract with any contract provider for performance of any requirements of the Agency under this Service Agreement.

The Agency agrees that the 911 communication services shall be available to the Members under the terms of this Service Agreement so long as the 911 communication services remain operable and the Agency is in existence.

Section 3. Agency to Impose Charges for Other Users. The Agency agrees for the benefit of the Members to impose charges for use of the 911 communication services on other users of the 911 communication services as the Agency deems appropriate from time to time, taking into consideration all other revenues with respect to the 911 communication services, in order to provide for and sufficient to provide for the all costs of operation and maintenance of the 911 communication services.

Section 4. Members' Service Agreement to Make Payments for 911 communication services.

From the Effective Date of this Service Agreement until June 30, 2017, the County shall pay 77.5%, and the Sarpy Cities shall pay 22.5%, of all operational costs of the Agency to provide 911 communication services for the Members. The Sarpy Cities' share of costs shall be allocated among each of the Sarpy Cities based on the proportionate share of that city's population to the total population of all cities combined, or based on some other factor as determined by agreement of the cities and provided to the Sarpy Cities in writing for billing purposes. The population numbers for allocation of the Sarpy Cities' share of operational cost budgets beginning July 1, 2014 and each fiscal year thereafter shall be based on the final results of the 2010 census of the United States Census Bureau, subject to any adjustment by the United States Census Bureau. Modification of the allocation shall be furnished by Sarpy to each Member in writing before July 31 of each year. For purposes of this Service Agreement, "operational costs" means all costs of the Agency, including without limitation, any operational costs of contracted services directly or indirectly from the County or any other party, to provide 911 communication services, but excluding (i) costs or expenses of Capital Items of the Agency, County or any other contracted Party, and (ii) costs or expenses of particularized equipment of any of the Members.

Capital Items will not be shared by the Members as an operational cost. Sarpy County shall provide all Capital Items, including, but not limited to, the following items, at its own expense or through grant funding:

- (1) System upgrade scheduled roughly for 2016 presently intended to include new consoles, new microwave, and new P25RF, as may be necessary.
- (2) New building should the Communications Department be relocated to a different location.

For purposes of this Section, "Capital Items" means: items (1) through (2) listed above; the communications and other related facilities and equipment; all other requirements and expenditures of or for the Communications System to provide 911 communication services; all costs and expenses arising out of or related to Capital Items of the Agency, County or any other contracted party (excluding particularized equipment of each City and the Sarpy County Sheriff's Department, specifically portable/mobile radio units, pagers, and mobile data computers); and all other requirements and expenditures of or for the redundant site (all costs of the redundant site for items that are not Capital Items will be added to the annual operating cost budget), including, but not limited to, land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure, and all other tangible or intangible assets that are used in operations and that have an initial useful life of 5 years or more and which have an initial cost or value of \$50,000 or more, notwithstanding the manner acquired, whether by acquisition, internal creation or development, financing, lease, purchase, lease-purchase or other financing method. Costs or efforts incurred or expended after the initial creation, development or acquisition of a particular Capital Item that extend the useful life or improve the efficiency or capacity of said Capital Item also shall constitute as Capital Items; provided, however, the following items shall not be considered Capital Items, and rather shall be included as annual operational costs shared by the Members pursuant to this Service Agreement:

- (1) Annual software license renewals, service agreements or maintenance agreements historically treated by the Members as operational costs shared by the Members, and
- (2) Replacement of any item of software costing \$100,000 or less, except for multiple software replacements at the same time or in a series of transactions that are related to the same project. If the County desires to treat as an operational cost to be shared by the Members any item of software costing more than \$100,000, unanimous approval of the Members to this Service Agreement will be required.

Except as otherwise expressly provided to the contrary in this Section, classification of items as capital or noncapital and any other issues arising out of this Section or the interpretation or implementation thereof shall be governed by applicable standards, interpretations and other guidance of the Governmental Accounting Standards Board.

Effective on and after July 1, 2017, (1) Sarpy County, at its sole cost and without any contributions from any of the Sarpy Cities, shall provide all 911 communication services for the Members, excluding the costs for (a) RMS services, the cost and service for which shall be addressed in a separate RMS service agreement and (b) particularized equipment of the Sarpy Cities, specifically: portable/mobile radio units, pagers and mobile data computers and (2) Sarpy County shall pay all costs of providing 911 communication services for all Members, after deducting all 911 surcharge fees (which the Members shall assign to Sarpy County), cash on hand and other non-tax revenues. Furthermore, Sarpy County agrees that all costs and revenues relating to the 911 communication services shall be recovered or derived on a uniform and consistent basis with respect to the public of Sarpy County, without any distinction based on location within Sarpy County or whether or not within the boundaries of any of the Sarpy Cities. This clause shall only be effective during this Agreement and shall not apply to a City or to Cities that have terminated this Agreement or are no longer a Party to this Agreement. This clause shall not be construed to create a private cause of action by any individual, taxpayer or third-party beneficiaries.



Upon adoption by Sarpy County of the operational cost budget, each Sarpy City shall remit its annual pro rata share beginning on July 1, with subsequent payments to be made on October 1, January 1 and April 1 of 2014, 2015, 2016, and until June of 2017.

A separate fund shall be established by Sarpy County to account for the revenues and expenses for the operation and maintenance of the 911 communication services. Any credit/debit balance in this fund shall be carried over to the next fiscal year and applied toward the succeeding year's adopted budget.

By executing this Service Agreement, each Member to this Service Agreement agrees to pay any sums owed under this Service Agreement and to otherwise fully perform according to the terms of this Service Agreement.

Section 5. Term of Service Agreement. This Service Agreement shall become effective July 1, 2014 and continue until June 30, 2017; provided, however, in the event the Agency elects to issue a bond, the provisions of Exhibit A of this Service Agreement as incorporated by this reference shall apply, and this Service Agreement shall remain in effect if any Agency 911 communication services bonds (including any and all refunding thereof) are outstanding under the terms of any bond resolution.

Section 6. Cost Sharing. This Service Agreement authorizes any Member hereto to enter into a separate cost sharing agreement with a Fire Protection District; provided, however, that such agreement does not alter Member's payment obligations nor can such agreement substitute such Fire Protection District as payor to Sarpy County.

Section 7. Counterparts. This Service Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8. Laws Governing Service Agreement. The effect and meaning of this Service Agreement and all rights of all Members hereunder shall be governed by and construed according to the laws of the State of Nebraska, including the PSC Act and the Interlocal Cooperation Act.

Section 9. Severability. If anyone or more covenants or agreements provided in this Service Agreement on the part of the Members or the Agency to be performed shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Service Agreement

Section 10. Successors and Assigns. All the covenants and representations contained in this Service Agreement, by or on behalf of the Members or the Agency, shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

Section 11. Article and Section Headings. The headings or titles of the several sections hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Service Agreement.

Section 12. Incorporation. The recitals, Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, the Management Agreement, and the Post-Agency Interlocal Agreement each shall be incorporated into this Service Agreement by reference.

Section 13. Amendment. Any amendment of this Service Agreement must be a written amendment executed by each of the Members and Agency.

IN WITNESS WHEREOF, the Members and the Agency have caused this Service Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

SARPY COUNTY, NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

CITY OF BELLEVUE

Date: \_\_\_\_\_

\_\_\_\_\_  
Rita Sanders, Mayor

Attest:

\_\_\_\_\_  
Kay Dammast, City Clerk

CITY OF PAPILLION

Date: \_\_\_\_\_

\_\_\_\_\_  
David P. Black, Mayor

Attest:

\_\_\_\_\_  
Elizabeth Butler, City Clerk

CITY OF LA VISTA

Date: \_\_\_\_\_

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

Attest:

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

CITY OF GRETNA

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Timmerman, Mayor

Attest:

\_\_\_\_\_  
Tammy Tisdall, City Clerk

CITY OF SPRINGFIELD

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Dill, Mayor

Attest:

\_\_\_\_\_  
Kathleen Gottsch, City Clerk

SARPY COUNTY PUBLIC SAFETY  
COMMUNICATIONS AGENCY,  
NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Agency Board

Attest:

\_\_\_\_\_  
Secretary of Agency Board

## **EXHIBIT A**

In the event the Agency issues Agency Bonds for any Capital Items, the Agreement between the Parties shall include the following terms and provisions:

A. Sarpy County agrees to be solely responsible for the costs to issue and repay the bonds. The amounts and times for payment of the bond shall be addressed in an amendment to this Service Agreement and shall be made by Sarpy County by making payment directly to the paying agent and registrar (the "Paying Agent") for the bonds as designated by the Agency.

B. Sarpy County shall undertake an absolute and unconditional obligation to make bond payments. The bond payments shall be made irrespective of whether the 911 communication system is operational and notwithstanding any suspension, interruption, interference, reduction or curtailment of the 911 Communication Services.

C. Sarpy County shall budget and appropriate funds in each fiscal year sufficient to make payment in full of the bond payments as required under the issuance of any such bond.

D. If Agency Bonds are issued, the term of this Service Agreement shall be extended as provided in the Agency Agreement.

E. This Service Agreement shall be for the benefit of the Members of the Agency and the registered owners of such bonds and shall not be subject to cancellation or rescission by the Members so long as any bonds remain outstanding under the terms of the resolution or resolutions authorizing their issuance (whether one or more, the "Resolutions").

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE MANAGEMENT SERVICE AGREEMENT IN CONJUNCTION WITH THE INTERLOCAL COOPERATION ACT AGREEMENT WHICH CREATED THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA

BE IT RESOLVED by the Mayor and City Council of La Vista that the Management Agreement between Sarpy County and the Sarpy County Public Safety Communications Agency is hereby accepted and approved by the City of Papillion, along with the approvals of the City of Bellevue, the City of La Vista, the City of Gretna and the City of Springfield, contingent upon concurrent:

- City Council approval of the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, Resolution No. R14-0041;
- City Council approval of the Members' Service Agreement, Resolution No. R14-0047;
- City Council approval of the Post-Agency Sarpy County Communications System Interlocal Agreement, Resolution No. R14-0048; and
- Approval of all four 911 communication services agreements (i.e., the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency, the Members' Service Agreement, the Management Agreement, and the Post-Agency Sarpy County Communications System Interlocal Agreement) by all of the governing bodies of Sarpy County and the Sarpy Cities.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Management Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

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

ATTEST:

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

## **MANAGEMENT AGREEMENT**

This Management Agreement is made and entered into as of the effective date, by and between the Sarpy County Public Safety Communications Agency, a joint entity created pursuant to Neb. Rev. Stat. § 13-801, et. seq. (Reissue 2007), as amended, (the "Agency") the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities"), and the County of Sarpy, in the State of Nebraska (the "County").

WHEREAS, the County and each of the other members of the Agency have general police powers and are authorized by applicable statutes (including but not limited to, in the case of the County, Neb. Rev. Stat. § 23-1715 (Reissue 2002) to own or operate a public safety communications 911 communication services and equipment and have formed the Agency to assist with the exercise of such powers on a cooperative basis under Neb. Rev. Stat. §§ 13-801, et. seq. (Reissue 2007) (the "Interlocal Cooperation Act");

WHEREAS, the Agency has been formed for the purpose of providing a public safety communications system to provide emergency and public safety communication services related to law enforcement, fire management, medical services, road maintenance services, public utilities, homeland security services and emergency and disaster relief services for the County and its inhabitants and the cities and villages located within the County and is proceeding to own or operate or propose to own or operate such system pursuant to Neb. Rev. Stat. § 86-416; and

WHEREAS, the Agency and the County believe that the 911 communication services can be most efficiently operated and managed if the County undertakes the general management and operation of the 911 communication services, acting as an independent contractor on behalf of the Agency.

NOW THEREFORE, the County and the Agency in consideration of the mutual covenants and agreements herein contained do hereby covenant and agree as follows:

Section 1. Definitions. The following definitions apply to this Agreement:

- a. **Equipment.** The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, specifically: portable/mobile radio units, pagers, and mobile data computers.
- b. **Facilities.** The 911 communication services system housed in the Communications Department of Sarpy County and/or Douglas County or any combination thereof (or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy County and/or Douglas County, including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.
- c. **Governing Body.** The city council of a city or county board of a county when such is a signatory to this Agreement.
- d. **Public Safety Program.** The real, personal, and mixed property which each of the Cities directly or by contract and Sarpy County now or hereafter owns, uses, occupies, or maintains for the delivery of firefighting, law enforcement,

ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

- e. **Public Service Communications.** The secondary purpose of the 911 communication services, whereby Sarpy County and/or the Sarpy Cities acquire portable/mobile units for use in their governmental departments for other than public safety program purposes or as an adjunct to such public safety program purposes.
- f. **911 Communication Services.** A communications system which includes the use of equipment and facilities, the Public Safety Program, Law Enforcement Records Management System and Fire Records Management System, and the 24-hour 911 Public Safety Answering Point (PSAP) and public service communications answering point, which directly dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: firefighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services. Except that after July 1, 2017, this definition shall no longer include the use of Law Enforcement Records Management System and Fire Records Management System.

Section 2. County to Provide Operation and Management Services. The County undertakes to operate and manage the 911 communication services, as an independent contractor of the Agency. To carry out the performance of this Management Agreement, the following terms shall apply:

- a. The County shall provide all necessary personnel to operate and manage 911 communication services. The County shall be responsible for the day-to-day operations of the 911 communication services. The County shall provide all personnel, materials and supplies necessary to operate and manage the 911 communication services. All County personnel assisting with the operation of the 911 communication services shall be and remain employees of the County for purposes of all state and federal laws governing the conditions of their employment, including but not limited to payment of wages, employment benefits, insurance, liability and taxation of income. The County shall operate and manage the 911 communication services on the basis of an annual budget proposed by the Sarpy County Public Safety Communications Agency Board ("Agency Board") and adopted by the County Board.
- b. The County as manager under the terms of this Management Agreement shall contract for work on such 911 communication services with contracts to be awarded and entered into pursuant to procedures applicable to awarding contracts by the County. All prior actions taken by the County with respect to any such contracts are hereby ratified and confirmed as actions of the Agency taken on its behalf by the County as its manager in contemplation of this Management Agreement.
- c. The County Board shall review the proposed initial 911 communication services budget prepared and submitted by the Agency Board, which the County Board of Commissioners may modify or approve, as referenced in

Section X of the Interlocal Cooperation Agreement Creating the Sarpy County Public Safety Communications Agency ("Agency Interlocal Agreement"). The County shall manage and operate the 911 communication services based on the approved initial 911 budget within the initial year. Subsequent to the initial year, the budget for 911 communication services shall be proposed to the County by the Agency Board and the County Board shall act on said proposed budget during the County's annual budget process, as set forth by state statute.

- d. The Agency has entered into a Members' Service Agreement (as described below) pursuant to Neb. Rev. Stat. § 86-416 with the County and the Cities of La Vista, Papillion, Bellevue, Springfield, and Gretna, Nebraska (the "Sarpy Cities"). The County as manager shall have the authority, acting as an independent contractor, to negotiate and enter into Service Agreements between the Agency and the Sarpy Cities which are members of the Agency with respect to public safety communications services to be provided by the 911 communication services. In addition, the County, acting as manager and an independent contractor, shall have authority to contract with any other public entity for services to be provided by the 911 communication services so long as the contract does not have the effect of changing the tax-exempt status of interest on any bonds issued by the Agency.
- e. The County as manager shall formulate rules and procedures governing the operation of the 911 communication services which shall be furnished to the Agency and as furnished, or as revised from time to time, shall be in force and effect, unless otherwise specified by the County, upon the filing thereof with the Agency and each member of the Agency; provided, however, the Agency Board shall determine and set the 911 communication services' operational and performance standard levels, as set forth in the Agency Interlocal Agreement.
- f. The County shall provide annual management reports to the Agency.
- g. The County, as manager under the terms of this Management Agreement, agrees to comply with all the requirements related to any grants received by the Agency or the County with respect to the 911 communication services, as if it were the recipient of such assistance.
- h. The County, as manager under the terms of this Management Agreement and the Agency Interlocal Agreement, shall manage and faithfully perform the administrative requirements of the Agency, including, but not limited to, treasurer reports, notice requirements and meeting minutes, and maintaining agency records.
- i. The County, as manager under the terms of this Management Agreement, shall operate the 911 communication services in accordance with all applicable federal, state and local laws, regulations and ordinances and shall obtain and maintain all necessary licenses and permits as shall be necessary



for the operation and maintenance of the 911 communication services, by and on behalf of the Agency.

- j. Prior to December 31, 2016, the County, as manager under the terms of this Management Agreement, shall negotiate with the Sarpy Cities or the Agency, the terms of a separate service agreement for Sarpy County to provide a Fire Records Management System and a Law Enforcement Records Management System ("RMS") associated with 911 communication services to each of the Sarpy Cities. In the event that the Sarpy Cities or Agency, collectively or individually, and Sarpy County are unable to agree on terms for a RMS service agreement by December 31, 2016, any Sarpy City shall have the right to obtain a RMS from another source, in which case Sarpy County shall agree to provide such Sarpy City with access to such Sarpy City's past, present and future 911 communications data residing in Sarpy County's 911 communication services databases.

Section 3. Financing for Operational Costs of the 911 communication services. The Agency agrees to compensate the County for the operational costs of the 911 communication services per the terms of the Agency Interlocal Agreement and the Service Agreements. To the extent operational costs of the 911 communication services are not funded from the general funds of the Agency or other sources such as federal or state grants, the Agency may provide funding by issuing revenue bonds (the "911 communication services Bonds") pursuant to Neb. Rev. Stat. § 13-808, as amended, payable from amounts to be received as fixed payments (the "Fixed Payments") from the County under the Members' Service Agreement by and between the Agency and Members of the Agency, including the County (the "Members' Service Agreement"). Notwithstanding anything in this Management Agreement to the contrary, bonds shall not be issued unless approved by all of the Members of the Agency.

In the event that such issuance of bonded indebtedness occurs, the Agency agrees to issue the bonds, in one or more issues, in amounts sufficient to pay the unfunded operational costs of the 911 communication services and to fund reserves, if any, and expenses required to be paid or funded in connection with the issuance of the 911 communication services bonds. The Agency agrees that the proceeds of the 911 communication services bonds available to pay operational costs of the 911 communication services shall be deposited with the appointed Agency Treasurer and held and accounted for as the separate funds of the Agency. The County, as manager, shall be responsible for the disbursement of such proceeds for the payment of costs of the 911 communication services.

Section 4. Collection and Application of Revenues of the 911 communication services. In the event the Agency issues a bond, the collection and application of potential revenues or other funds are to be governed by the terms and conditions of a bond resolution (the "Bond Resolution") adopted by a unanimous vote of the Agency Board. Subject to the terms of any bond resolution, the County shall collect all fees and charges for the use of and the service provided by the 911 communication services and such fees and charges shall be applied to the following, unless otherwise provided in a bond resolution or a service agreement:

- a. all costs of operation and maintenance of the 911 communication services including all wages and salaries of County personnel and all costs of materials and supplies attributable to the operation, maintenance and

management of the 911 communication services as permitted in the Agency Interlocal Agreement;

- b. the funding or restoration of all reserves, if any, required by a Bond Resolution to be maintained with respect to the 911 communication services Bonds; and
- c. the funding or restoration of all reserves required by applicable law with respect to the 911 communication services.

Any monies remaining from the fees and charges for the use of the 911 communication services, after each of the foregoing purposes has been satisfied in the full amount of any and all applicable payment requirements, may be retained for purposes of the Agency as determined by its governing body or may be returned to members of the Agency and other users as may be determined from time to time by the governing body of the Agency.

Section 5. Insurance. The County, as manager, shall maintain insurance with respect to its operation and maintenance of the 911 communication services and the operation on behalf of the Agency thereof as follows:

- a. A general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the 911 communication services with limits of not less than \$5,000,000 for bodily injury or death and \$1,000,000 for damage to property with respect to injuries, death or damage arising out of a single occurrence, not less than \$5,000,000 for bodily injury or death and \$1,000,000 for damage to property in the aggregate for all claims made against the County or the Agency with respect to the 911 communication services in any policy year and excess insurance with limits of not less than \$5,000,000 for claims exceeding policy coverage in any policy year; such general public liability insurance may be subject to a deductible amount not in excess of \$50,000; provided, however, the County, as manager may, in its discretion, elect to be self-insured with respect to any such general liability risks so long as it provides the Agency with a written indemnity agreement in form satisfactory to the Agency;
- b. workers' compensation insurance coverage as required by the laws of the State of Nebraska;
- c. performance bond coverage and labor and materials payment bond coverage for any construction contract for the 911 communication services, as determined appropriate by the County as manager;
- d. fidelity bond coverage for any person having access to funds related to the 911 communication services in an amount determined appropriate by the County as manager, unless such person is otherwise bonded for handling the same funds, through employment by the County or otherwise; and

- e. casualty damage insurance on all above-ground structures in an amount not less than the replacement cost thereof, as determined by the County from time to time.

All such insurance shall show the County as the insured and shall name the Agency as an additional insured with respect to the County's operation and maintenance of the 911 communication services. The cost of any and all such insurance shall be treated as a cost of operation and maintenance of the 911 communication services.

The Agency shall make arrangements to obtain insurance for its own activities as the Agency Board deems appropriate, and the costs thereof shall be shared equally among the Members of the Agency.

Section 6. Additional Improvements to 911 communication services. The County, as manager, shall have the right to contract for additional improvements for the 911 communication services ("Additional Improvements") and to pay the costs thereof as set forth in the Agency Interlocal Agreement and Service Agreement. If the cost of any such Additional Improvements is to be financed through the issuance of bonds of the Agency, no such Additional Improvements shall be contracted for by the County until such Additional Improvements have been approved unanimous vote by the Agency Board.

Section 7. Utilities and Other Impositions. The County, as manager, shall provide for the payment of all utility charges, taxes (if any) and other impositions with respect to the 911 communication services or the operation thereof and all such charges or impositions shall be treated as a cost of operation and maintenance of the 911 communication services and be paid from the revenues received by the County with respect to the 911 communication services.

Section 8. Term of Agreement. This Management Agreement shall be in effect for a term of three (3) years from the effective date of this Agreement; provided, however, this Management Agreement shall continue if the Agency has issued any bonds, pursuant to Neb. Rev. Stat. § 86-416, and such bonds remain outstanding.

Section 9. Governing Law. This Management Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

Section 10. Severability. If for any reason any provision hereof shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions hereof.

Section 11. Assigns. The covenants, agreements and conditions herein contained shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

Section 12. Counterparts. This Management Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 13. Article and Section Headings; Table of Contents. The headings or titles of several sections hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Management Agreement.

Section 14. Prior Drafts and Versions Superseded. This Management Agreement shall take effect immediately upon completion of its execution and thereupon any prior executed versions of this Management Agreement shall stand superseded and rescinded by mutual agreement of the parties hereto.

Section 15. Incorporation. The recitals, Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, the Members' Service Agreement and the Post-Agency Interlocal Agreement each shall be incorporated into this Management Agreement by reference.

Section 16. Amendment. Any amendment of this Management Agreement must be a written amendment executed by the County and Agency.

IN WITNESS WHEREOF, the County and the Agency have caused this Management Agreement to be executed on their behalf by their respective officers thereunto duly authorized, effective as of July 1, 2014.

SARPY COUNTY, NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

SARPY COUNTY PUBLIC SAFETY  
COMMUNICATIONS AGENCY,  
NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Agency Board

Attest:

\_\_\_\_\_  
Secretary of Agency Board

APPROVED BY:

CITY OF BELLEVUE

Date: \_\_\_\_\_

\_\_\_\_\_  
Rita Sanders, Mayor

Attest:

\_\_\_\_\_  
Kay Dammast, City Clerk

APPROVED BY:

CITY OF PAPIILLION

Date: \_\_\_\_\_

\_\_\_\_\_  
David P. Black, Mayor

Attest:

\_\_\_\_\_  
Elizabeth Butler, City Clerk

APPROVED BY:

CITY OF LA VISTA

Date: \_\_\_\_\_

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

Attest:

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

APPROVED BY:

CITY OF GRETNA

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Timmerman, Mayor

Attest:

\_\_\_\_\_  
Tammy Tisdall, City Clerk

APPROVED BY:

CITY OF SPRINGFIELD

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Dill, Mayor

Attest:

\_\_\_\_\_  
Kathleen Gottsch, City Clerk

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE POST-AGENCY SARPY COUNTY COMMUNICATIONS SYSTEM INTERLOCAL AGREEMENT WHICH IS IN EFFECT UPON DISSOLUTION OF THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA

BE IT RESOLVED by the Mayor and City Council of La Vista that the Post-Agency Sarpy County Communications System Interlocal Agreement between Sarpy County, the City of Bellevue, the City of Papillion, the City of La Vista, the City of Gretna and the City of Springfield is hereby accepted and approved contingent:

- City Council approval of the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, Resolution No. R14-0041;
- City Council approval of the Members' Service Agreement, Resolution No. R14-0047;
- City Council approval of the Management Agreement, Resolution No. R14-0056; and
- Approval of all four 911 communication services agreements (i.e., the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency, the Members' Service Agreement, the Management Agreement, and the Post-Agency Sarpy County Communications System Interlocal Agreement) by all of the governing bodies of Sarpy County and the Sarpy Cities.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Post-Agency Sarpy County Communications System Interlocal Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

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

ATTEST:

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

**POST-AGENCY  
SARPY COUNTY COMMUNICATIONS SYSTEM  
INTERLOCAL AGREEMENT**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (the "Agreement") is made by and between the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities), and the County of Sarpy, Nebraska (the "County" or "Sarpy County"), (collectively, the County and Sarpy Cities, the "Parties").

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 Emergency Telephone Communications Systems further the public interest and protect the health, safety and welfare of the people of Nebraska;

WHEREAS, the Parties agree with such findings and agree that they should strive to create the most efficient form of 911 emergency communications for law enforcement, including, but not limited to, fire, rescue, and other emergency dispatch and informational communications (the "911 communication services");

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2007) (the "Interlocal Cooperation Act"), authorizes cities and counties to cooperate on the basis of mutual advantage to thereby provide for services and facilities, in a manner and pursuant to forms of governmental organization that will accord with the geographic, economic, population and other factors influencing the needs and development of the local communities;

WHEREAS, each and every Party is a political subdivision, organized and existing under the laws of the State of Nebraska;

WHEREAS, the Parties formed the Sarpy County Public Safety Communications Agency for 911 communication services, under the Interlocal Cooperation Act Agreement, effective on July 1, 2014, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (Reissue 2007) and entered into other related agreements (the "related agreements"), all effective on July 1, 2014;

WHEREAS, this Agreement shall become effective upon the dissolution of such Agency and the termination of such related agreements; and

WHEREAS, the Parties desire to deliver health, safety, and welfare services for its citizens and in order to have assurances of such services the Parties desire to enter into an Interlocal Cooperation Agreement with Sarpy County to set forth the terms and conditions within this Agreement for the continuation of 911 communication services upon the dissolution of the Agency.

NOW, THEREFORE, in consideration of the recitals above made and in further consideration of the promises and agreements that follow,



IT IS AGREED between the Parties as follows:

1. DEFINITIONS: The following definitions apply to this Agreement:

1.1 EQUIPMENT. The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, specifically: portable/mobile radio units, pagers, and mobile data computers.

1.2 FACILITIES. The 911 communication services system housed in the Communications Department of Sarpy County and/or Douglas County or any combination thereof (or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy County and/or Douglas County, including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.

1.3 GOVERNING BODY. The city council of a city or county board of a county when such is a signatory to this Agreement.

1.4 PUBLIC SAFETY PROGRAM. The real, personal, and mixed property which each of the Cities directly or by contract and Sarpy County now or hereafter owns, uses, occupies, or maintains for the delivery of firefighting, law enforcement, ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

1.5 PUBLIC SERVICE COMMUNICATIONS. The secondary purpose of the 911 communication services, whereby Sarpy County and/or the Sarpy Cities acquire portable/mobile units for use in their governmental departments for other than public safety program purposes or as an adjunct to such public safety program purposes.

1.6 911 COMMUNICATION SERVICES. A communications system which includes the use of equipment and facilities, the Public Safety Program, and the 24-hour 911 Public Safety Answering Point (PSAP) and public service communications answering point, which directly dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: firefighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services. Effective July 1, 2017, this definition shall not include the use of the Law Enforcement Records Management System and Fire Records Management System.

2. OBLIGATION TO PROVIDE SERVICES. Sarpy County declares that it operates and manages or contracts for the operation of 911 communication services. The Parties acknowledge that it is receiving or will be receiving such 911 communication services and agrees to participate in, and Sarpy County agrees to provide all Parties to this Agreement and the Parties designated in Section 5.5 herein, the 911 communication services upon the terms and conditions established herein.

3. 911 COMMUNICATION SERVICES COSTS. Sarpy County on and after July 1, 2017, at its sole cost and without any contributions from any of the Sarpy Cities that are Parties to this Agreement, shall provide all 911 communication services for the Parties to this Agreement and the Parties designated in Section 5.5 herein. Sarpy County at its sole cost will be responsible for all Capital Items and operational costs for those 911 communication services provided by Sarpy County or its assignee provided in Section 17. Sarpy County agrees that all costs and revenues relating to the 911 communication services shall be recovered or derived on a uniform and consistent basis with respect to the public of Sarpy County, without any distinction based on location within the County or whether or not within or outside the boundaries of any of the Sarpy Cities. This clause shall only be effective during this Agreement and shall not apply to a City or to Cities that have terminated this Agreement or are no longer a Party to this Agreement. This clause shall not be construed to create a private cause of action by any individual, taxpayer or third-party beneficiaries. As consideration for the 911 communication services, it is understood that all 911 service surcharge revenues of any City shall be remitted or be payable to Sarpy County.

4. COMMUNICATIONS USERS GROUP.

A. Membership:

(1) Voting members:

The Communications Users Group Membership shall be comprised of the Chair of the Sarpy County Board, or his or her designee, and the Mayors of the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield, and the City of Gretna, or their respective designees. One alternate member also shall be designated, in writing, from each Party in the same manner and shall participate on behalf of the Party for quorum and voting purposes in the absence of one of the Party's principal representatives. Each principal (or alternate attending in the absence of a principal) shall have one vote on all matters to come before the Communications User Group, and a quorum consisting of a minimum of 4 voting members shall be necessary to conduct business or take action.

(2) Ex-Officio (non-voting) members:

The Sarpy County Communications Director ("Communications Director") or his or her designee, one fire chief selected from among all of the fire departments, and one law enforcement chief officer selected from among all of the law enforcement or police departments shall serve as ex-officio (non-voting) members of the Communications Users Group. The selection of such Ex-Officio members shall be made by voting members.

(3) Term of Members:

Representatives or alternates serving as members of the Communications Users Group shall serve at the pleasure of the appointing governing body or its designee and shall be subject to removal or replacement at any time for any or no cause or reason. Vacancies shall be filled by the appointing governing body or its designee.

(4) Compensation of Members.

No member of the Communications Users Group shall be paid or compensated for any services

rendered as a member.

**B. Responsibility and Authority:**

The Communications Users Group shall have the responsibility for and the authority to do and perform the following:

(1) Analyze and establish the appropriate Operating and Performance Standards for the 911 communication services and reevaluate such standards on an annual basis, the implementation of which shall be contingent upon Sarpy County Board funding of the Standards.

(2) Provide an estimate of the cost of complying with the Operating and Performance Standards established by the Communications Users Group.

**C. Meetings of the Communications Users Group:**

(1) Regular scheduled meetings of the Communications Users Group shall be held semi-annually at such time and place as determined by the Chair. Special meetings may be called by the Chair as needed or desired, and shall be called as soon as practical after a request to do so by either subcommittee described in "E" below. Not less than 24 hours written or electronic notice of all meetings shall be given to all representatives and alternate representatives of the time and place of all meetings.

(2) All motions presented for approval shall require an affirmative vote of 2/3 of the members of the committee.

**D. Officers of the Communications Users Group:** Officers of the Communications Users Group shall consist of a chairperson and a vice chairperson to act in the absence of the chairperson, each of whom must be a voting member. The members of the Communications Users Group at the first meeting after July 1 shall elect the chairperson and vice chairperson according to such rules as the Group establishes. A staff person of the Communications Department shall be designated by the Communications Director to serve as secretary of the Communications Users Group to take and record minutes of all meetings and to give notices as directed by the chairperson.

**E. Users Subcommittee Membership:**

(1) **Fire/EMS Users Subcommittee:** The Fire/EMS Users Subcommittee shall be comprised of the chief officer, or the chief officer's appointee, of the fire department of each Party to this Agreement together with an employee of the Sarpy County Communications Department designated by the Communications Director who shall be a voting member of such committee.

(2) **Law Enforcement Users Subcommittee:** The Law Enforcement Users Subcommittee shall be comprised of the chief officer, or the chief officer's appointee, of the law enforcement or police department of each Party to this Agreement together with an employee of the Sarpy County Communications Department designated by the Communications Director, who shall be a voting member of such committee.

F. Meetings: Each Users Subcommittee shall meet not less than once a quarter at such time and place as shall be determined by the Chair of such subcommittee. Written or electronic notices of all meetings shall be given to the appropriate members of each Users Subcommittee. A quorum consisting of a majority of the voting members of a Users Subcommittee shall be necessary to conduct business or take action. Each member of a Users Subcommittee shall be entitled to one vote on matters before their respective Users Subcommittee. The affirmative vote of 2/3 of the members of a Subcommittee shall be required to take action.

G. Users Subcommittee Officers: The officers of each Users Subcommittee shall consist of a Chair and a Vice Chair, each of whom shall be a Chief, or designee, of his or her fire department or law enforcement or police department. Each Subcommittee annually at the first meeting after July 1 shall elect a Chair and Vice Chair in such manner as the Subcommittee establishes.

H. Responsibility and Authority: Each Users Subcommittee shall have the responsibility to recommend and advise the Communication Users Group and the Communications Director with respect to each of the following:

- (1) The development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery for their respective Users service activity.
- (2) Dispatcher staffing levels.
- (3) Cost estimates for 911 communication services, including the cost of implementation of the Operating and Performance Standards established by the Communication Users Group.
- (4) Operating and Performance Standards for 911 communication services that are specific to the User Subcommittee.
- (5) Technical systems enhancements.

5. DUTIES OF SARPY COUNTY. To carry out the faithful performance of this Agreement, Sarpy County shall:

5.1 Maintain, keep, and determine that its Facilities and Equipment are current and functional to deliver 911 communication services, at its cost.

5.2 Maintain, keep and determine that Sarpy County Communications Department personnel are currently trained and provide such upgrading and retraining as necessary to deliver system services consistent with Performance Standards selected and agreed upon by the former Sarpy County Public Safety Communications Agency, unless otherwise agreed upon by the Communications User Group.

5.3 Collect and account for revenues.

5.4 Provide each city with access to report of the financial activity as it relates to revenues and expenses within the communications system fund account.

5.5 Continue to provide the operation of a 911 communication services during the term of this Agreement to (i) the Cities that are Parties to this Agreement, (ii) any Rural Fire or Fire Protection Districts that provides or receives, or in the future provides or receives, any public safety program to or from any of the Sarpy Cities that are Parties to this Agreement, and (iii) such other entities that may contract with the County for said services.

5.6 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each of the Sarpy Cities and their Governing Bodies harmless from loss or expense to the Sarpy Cities resulting from Sarpy County's negligent acts or the negligent acts of its personnel.

6. DUTIES OF THE SARPY CITIES. To carry out the faithful performance of this Agreement, each City agrees, at its cost, to:

6.1 Maintain, keep and determine that its property and equipment are reasonably current and functional for 911 communication Services.

6.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary for 911 communication Services

6.3 Continue to operate or contract for the operation of a public safety program as required to actually carry out its public safety program function.

6.4 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold Sarpy harmless from loss or expense to Sarpy County resulted from any Sarpy City's negligent act or the negligent acts of its personnel.

6.5 Provide and maintain portable/mobile radio units, pagers and mobile data computers that are necessary in order for the City to utilize the 911 communication service provided by County.

6.6 Implement the telephone answering and dispatch protocols, procedures, policies and systems adopted by the Communications Director.

7. REDUNDANT SITE. As additional consideration for all Parties joining in this Agreement, Sarpy County agrees to provide a backup redundant 911 communication services system. Such system facilities shall be available to the Parties hereto in the event of emergency without further consideration or cost other than the mutual costs, duties, rights and responsibilities already undertaken herein. Sarpy County, at its sole cost, will provide all Capital Items required for the redundant site.

8. GOVERNING LAW. The governing law of the State of Nebraska shall apply

concerning the validity, construction, interpretation, and effect of this Agreement.

9. SEVERABILITY. To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provisions of legislation, such legislative provisions shall prevail and this Agreement shall be construed to the end that it be and become in conformity with such legislation.

To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each Party hereto will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each Party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

10. COMMENCEMENT DATE AND TERM. This Agreement shall commence on the 1st day after the dissolution of the Sarpy County Public Safety Communications Agency and termination of the related agreements. This Agreement shall terminate ten (10) years from the commencement date of this Agreement, unless otherwise mutually agreed upon by the Parties; provided, however, each Sarpy City may elect to renew this Agreement for 911 communication services for an additional five (5) years at its sole discretion. Such election shall not be made less than thirty (30) days prior to the termination of this Agreement.

11. AUTHORITY TO CONTRACT. Each Party acknowledges and declares that the relationship created herein is that of independent contractor. All 911 communication services program and public safety functions, respectively, shall be created, implemented, and continued so as to maintain such independent contractor status.

12. FIRE PROTECTION DISTRICT COST SHARING. This Agreement authorizes any Sarpy City hereto to enter into a separate cost sharing agreement with a Rural Fire or Fire Protection District located within Sarpy County, and Sarpy County shall not seek any cost sharing for 911 communication services from such Rural Fire or Fire Protection District, except for costs associated with the Fire Records Management System.

13. USE OF THE SYSTEM BY NON-PARTIES. Except as provided for in Section 5.5 or Section 12 herein, or unless otherwise agreed upon by the Parties, a Sarpy City shall not subcontract or assign its right of use to a non-Party without Sarpy County's approval. Sarpy County shall not unreasonably refuse to agree to the use of the 911 communication services by a non-party provided that: 1) said use is compatible with the purposes of the 911 communication services as described in paragraph 1.6 herein; 2) the non-party user complies with the standards and protocols adopted by Sarpy County governing said use; and 3) that the cost of providing such 911 communication services to said non-party use is negotiated and set forth in a separate agreement with Sarpy County.

14. ENTIRETY AND AMENDMENTS. Except for the related Agreements defined in the Recitals and incorporated by reference: This Agreement contains the entire Agreement between the Parties hereto and the terms are contractual and not a mere recital. There are no

further Agreements or understandings between the Parties other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by the Parties hereto. The Parties intend this Agreement, effective July 1, 2017, to supersede and terminate the Interlocal Cooperation Agreement Creating the Sarpy County Public Safety Communications Agency, the Members' Service Agreements, the Management Agreement, and all previous agreements for 800 MHz systems or 911 services.

15. TERMINATION. Each Party will faithfully attempt to provide its respective 911 communication services and Public Safety Program functions continuously and without termination. However, in the event any Party chooses to terminate its participation of this Agreement such terminating Party shall be required to give one (1) calendar year notice prior to the desired date of termination, and said notice shall specifically state the date of such termination. During the first five (5) years after the commencement date of this Agreement, this Agreement shall not be terminated by any Party except for the reason that the County is terminating operations and delivery of 911 communication services in its entirety. Termination of a Sarpy City's participation in this Agreement pursuant to this Section or otherwise shall be deemed to automatically terminate any agreement with said Sarpy City and any other Party regarding the assignment of 911 service surcharges effective on the date of said termination.

16. BREACH. Should a Sarpy City breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, Sarpy County shall notify the Sarpy City in writing that such an action has occurred. If satisfactory provision or the commencement of a satisfactory action to obtain satisfactory provisions does not occur within thirty (30) days from such written notice, Sarpy County may, at its option, terminate this Agreement with the breaching party. Should Sarpy County breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, any Sarpy City shall notify Sarpy County in writing that such an action has occurred. If satisfactory provision or the commencement of a satisfactory action to obtain satisfactory provisions does not occur within thirty (30) days from such written notice, any Sarpy City may, at its option, withdraw from this Agreement. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

17. ASSIGNMENT. Assignment to another political subdivision by a Sarpy City shall be allowed with the written consent of the Parties, and such consent shall not be unreasonably withheld. Assignment to Douglas County by Sarpy County shall be allowed without the prior written consent of each Sarpy City. In any event Sarpy County will continue to be primarily responsible for the faithful performance of its responsibilities until such time as the assignee actually commences 911 communication services.

18. AUTHORITY TO ACT. Each Party hereto declares that it has by regular acts of business taken all steps and passed all resolution(s)/ordinance(s) which are legally necessary or required to authorize this Agreement and the rights, duties, and obligations herein. Each Party represents and warrants that each has the power and authority to enter into this Agreement, perform its obligations, incur expenditures or debt, and to consummate the contemplated transactions.

19. CONTACT PERSON. The Parties' Administrators shall be designated as contact

persons regarding the terms of this Agreement.

20. INTERLOCAL COOPERATION ACT. Pursuant to the provisions of the Nebraska Interlocal Cooperation Act, found at Neb. Rev. Stat §13-801 et. seq. (Reissue 1997), and to the extent not specified in this Agreement, the Parties further state as follows:

20.1 No separate legal or administrative entity will be created hereunder.

20.2 Obligations under this Agreement will be financed as allowed by law.

20.3 Termination of this Agreement shall properly occur as provided herein.

20.4 Sarpy County shall be the lead agency in the implementation of this Agreement. All contracts or Agreements with any other parties occasioned by Agreement shall be made by Sarpy County pursuant to this Agreement. Sarpy County shall not bind another Party without its written consent.

20.5 Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1997), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

20.6 Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of Parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of any Parties' obligations pursuant to this Agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20.7 In the performance of this Agreement, each Party agrees that it shall not discriminate against any individuals or persons on account of race, national origin, sex, age, disability, political or religious affiliations or otherwise in violation of federal, state or local laws. This requirement shall apply to, and be deemed included in any agreement with any party providing any products, services or work related to this Agreement.

It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, condition or provisions held to be invalid.

EXECUTED in six (6) duplicate originals as of this \_\_\_ day of \_\_\_\_\_, 2014.



IN WITNESS WHEREOF, the undersigned City of Gretna, Nebraska has duly executed  
this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF GRETNA, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

IN WITNESS WHEREOF, the undersigned City of Papillion, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF PAPHILLION, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

IN WITNESS WHEREOF, the undersigned City of Bellevue, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF BELLEVUE, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bellevue City Attorney

IN WITNESS WHEREOF, the undersigned City of La Vista, Nebraska has duly executed  
this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF LA VISTA, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

IN WITNESS WHEREOF, the undersigned City of Springfield, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF SPRINGFIELD, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

IN WITNESS WHEREOF, the undersigned County of Sarpy, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2014.

COUNTY OF SARPY, NEBRASKA

SEAL

\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarpy County Attorney

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
THOMPSON CREEK, PHASE VI, PART 2 WATERSHED RESTORATION NET GRANT CONTRACT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an Amendment to the 2013 Grant Contract with the Nebraska Environmental Trust (NET) for funding from their Environmental Trust Fund for activities associated with Thompson Creek Watershed Management. This is identified in the CIP as Phase VI, Part 2 of the Thompson Creek project.

**FISCAL IMPACT**

Funding has been budgeted in the CIP for FY 13/14. This amendment to the grant provides a second year of funding in the amount of \$375,000. The funding from the NET will cover approximately 37% of the overall costs for the Thompson Creek Watershed Restoration project. The project covers multiple budget years and also involves funding from the EPA through the NDEQ and the Papio-Missouri River NRD as well as City funds.

**RECOMMENDATION**

Approval subject to review by the City Attorney.

**BACKGROUND**

The City submitted grant applications to the Nebraska Department of Environmental Quality (NDEQ) and the Nebraska Environmental Trust (NET) in the fall of 2013 for funding of the Thompson Creek Watershed Management Project. Those applications were required in order to seek funding from the PMRNRD at the 60% level in their Urban Drainageway Program. A grant application was made to the PMRNRD in early March 2013 and a revised request was recently submitted to seek an increase in funds and an adjustment in timing to match the current project schedule. This request is currently pending review and approval by the NRD. The request to the NDEQ was not approved for this year, but will be resubmitted in fall of 2014.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE 2013 GRANT CONTRACT WITH THE NEBRASKA ENVIRONMENTAL TRUST (NET) FOR FUNDING ACTIVITIES ASSOCIATED WITH THOMPSON CREEK WATERSHED MANAGEMENT FOR PHASE VI, PART 2, YEAR 2 OF THE THOMPSON CREEK PROJECT IN LA VISTA NEBRASKA.

WHEREAS, the City Council of the City of La Vista has determined that said Thompson Creek improvements are necessary; and

WHEREAS, the requested FY 13/14 Capital Improvement Program budget contains funding for preparation of grant applications; and

WHEREAS, this amendment to the grant provides a second year of funding in the amount of \$375,000; and

WHEREAS, the funding from NET will cover approximately 37% of the overall costs for the Thompson Creek Watershed Restoration project; and

WHEREAS, a grant application made by the Papio-Missouri River NRD in March 2013 was revised, and is pending review of the NRD, to request an increase in funds and an adjustment in timing to match the current project schedule; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Amendment to the 2013 Grant Contract with the Nebraska Environmental Trust (NET) for funding activities associated with Thompson Creek Watershed Management for Phase VI, Part 2, Year 2 of the Thompson Creek Project in La Vista, Nebraska.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

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

ATTEST:

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



## AGREEMENT TO AMEND CONTRACT - 2013

### WHEREAS:

A. La Vista, City of (the Sponsor) submitted an application to the Nebraska Environmental Trust (the Trust) identified as #13-110, **Thompson Creek Watershed Restoration** for the 2013 grant cycle. The Trust awarded a grant in the amount of \$525,000.00 on April 4, 2013 and entered into a contract as of April 4, 2013 to govern the disbursement and conditions of the grant.

B. The Sponsor submitted another application to the Trust identified as # 13-110-2, **Thompson Creek Watershed Restoration** for the 2014 grant cycle. The Trust awarded an additional grant in the amount of \$375,000.00 to the Sponsor in the 2014 grant cycle on April 3, 2014.

C. The funds awarded for grants #13-110 and #13-110-2 will be combined and administered under the grant #13-110-2. The amount of the combined grants to be administered under this agreement is \$900,000.00. As of March 27, 2014 the unexpended balance of these grants is \$710,794.41. Reports filed after April 3, 2014 shall be filed under Project #13-110-2.

D. The project funding period shall terminate on June 30, 2015. The Sponsor agrees to file additional reports and statements as described in Section D of the contract and according to the following schedule:

<u>Project Period</u>	<u>Report Due Date</u>
From inception through June 30, 2014	July 31, 2014
From July 1 through September 30, 2014	October 31, 2014
From October 1 through December 31, 2014	January 31, 2015
From January 1, 2015 through March 31, 2015	April 30, 2015
From April 1 through June 30, 2015	July 31, 2015

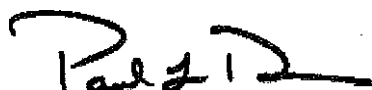
E. The Trust agrees to disburse funds following receipt of accurate reports as specified in the grant contract and according to the schedule specified in the above Section D of this amendment and upon compliance of the Sponsor with all other terms contained therein.

F. All other terms and conditions of the previous contract shall remain in force and apply to funds disbursed under this amendment to the contract.

IN WITNESS WHEREOF, the parties have executed this amendment and agree to abide in good faith by the terms herein and to the terms of the agreement hereby amended.

NEBRASKA ENVIRONMENTAL TRUST

FOR THE SPONSOR:



\_\_\_\_\_  
Paul L. Dunn, Chair

April 3, 2014  
Date

\_\_\_\_\_  
Authorized Signature for Sponsor

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



\_\_\_\_\_  
Mark A. Brohman, Executive Director

April 3, 2014  
Date

\_\_\_\_\_  
Date



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BID AWARD – 120 <sup>TH</sup> & GILES TRAFFIC SIGNAL & TURN BAYS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to award a contract to Omaha Electric Service, Inc. of Ralston, Nebraska, for construction of the 120th & Giles Traffic Signal & Turn Bays in an amount not to exceed \$205,951.61.

**FISCAL IMPACT**

The FY 13/14 Capital Improvement Program provides funding for this Project No. PWST-12-012.

**RECOMMENDATION**

Approval

**BACKGROUND**

On April 1, 2014, the City Council approved a resolution which authorized the advertisement for bids for this project. The plans and specifications were prepared by Thompson, Dreessen, & Dorner, Inc. and their sub-consultant Felsburg, Holt & Ullevig. Bids were received on April 25, 2014 at 10 am. Six contractors picked up plans. Two of these were subcontractors. Bids were received from two contractors. A summary of the bidding results is as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternate</u>
Omaha Electric Service, Inc.	\$205,951.61	\$6,012.61
Commonwealth Electric Co.	\$211,524.60	\$7,300.00

The low bidder, Omaha Electric Service, Inc. is a qualified contractor and it is recommended that a contract be awarded to them in an amount not to exceed \$205,951.61. There were minor errors in their bid, which were corrected in accordance with the instructions to bidders, and resulted in \$7.41 being added to the bid amount that was read at the time of the bid opening. A complete tabulation from TD2 is attached.

The add alternate item was for furnishing and installing a battery backup power supply to operate the signal during a power outage in the event bids were low enough to allow this feature to be added. The low bid is slightly over the Engineer's Estimate of \$202,636.00 and we are not recommending acceptance of this alternate to remain within funding limitations.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDED A CONTRACT TO OMAHA ELECTRIC SERVICE, INC., RALSTON, NE, FOR CONSTRUCTION OF THE 120<sup>TH</sup> & GILES TRAFFIC SIGNAL & TURN BAYS IN AN AMOUNT NOT TO EXCEED \$205,951.61.

WHEREAS, the City Council of the City of La Vista has determined that the construction of the 120<sup>th</sup> & Giles Traffic Signal & Turn Bays is necessary; and

WHEREAS, the FY 13/14 Capital Fund Budget provides funding for this project; and

WHEREAS, the City Council authorized the advertisement of bids for construction of the 120<sup>th</sup> & Giles Traffic Signal & Turn Bays on April 1, 2014, and

WHEREAS Omaha Electric Service, Inc., Ralston, NE, has submitted the low, qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska designate Omaha Electric Service, Inc., Ralston, NE as the low qualified bidder for the 120<sup>th</sup> & Giles Traffic Signal & Turn Bays, in an amount not to exceed \$205,951.61.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

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

ATTEST:

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

SUBMITTED PROPOSALS & COSTS  
 Date of Bid: April 25, 2014 10:00 a.m.  
 Client: City of La Vista, NE  
 Project: 120th & Giles Traffic Signal  
 and Turn Bays  
 TD2 File No.: 171-406



Omaha Electric Service, Inc.  
 8506 Madison Street  
 Omaha NE 68127

Sheet 1 of 3

Commonwealth Electric Co.  
 4225 S 89th Street  
 Omaha NE 68127

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Remove Existing P.C.C. Pavement	470	S.Y.	\$12.46	\$5,856.20	\$16.18	\$7,604.60
2	Embankment, Hauled-In (in place, est. quant)	400	C.Y.	\$20.73	\$8,292.00	\$17.79	\$7,116.00
3	10" Thick P.C.C. Pavement with Doweled Transverse Joints, in place	890	S.Y.	\$82.53	\$73,451.70	\$84.50	\$75,205.00
4	Drill & Grout #5 x 18" Epoxy Coated Tie Bar, in place	158	EA.	\$4.65	\$734.70	\$10.01	\$1,581.58
5	Drill & Grout 1"X 18" Epoxy Coated Dowel Bar, in place	24	EA.	\$14.15	\$339.60	\$13.34	\$320.16
6	Erosion Control	1	LS	\$4,991.56	\$4,991.56	\$2,779.70	\$2,779.70
7	Traffic Control	1	LS	\$5,863.80	\$5,863.80	\$6,277.67	\$6,277.67
8	Construct 12" Preformed Plastic Wet-Reflective Tape (White), Milled-in	141	L.F.	\$12.98	\$1,830.18	\$13.67	\$1,927.47
9	Construct 4" Preformed Plastic Wet-Reflective Tape (White), Milled-in	721	L.F.	\$4.29	\$3,093.09	\$4.56	\$3,287.76
10	Construct 4" Preformed Plastic Wet-Reflective Tape (Yellow), milled-in	506	L.F.	\$4.31	\$2,180.86	\$4.56	\$2,307.36
11	Construct Preformed Plastic Pavement Marking Symbol (White), milled-in	6	L.F.	\$431.79	\$2,590.74	\$450.31	\$2,701.86
12	Construct W14-6-1 Type 1 End of Road OM R 3" (24" x 24"), Post Mounted Sign, in place	3	EA.	\$340.65	\$1,021.95	\$304.53	\$913.59
13	Provide & Install R3-7-2 30" x 30" "RT MUST" Post Mounted Sign, in place	2	EA.	\$353.90	\$707.80	\$294.34	\$588.68
14	Seeding & Fertilizing, in place	0.5	AC.	\$2,353.61	\$1,176.81	\$2,490.61	\$1,245.31
15	Temporary Erosion Control Blanket (N.A.G. S75 or Approved Equal), in place	2,500	S.Y.	\$3.37	\$8,425.00	\$2.22	\$5,550.00
16	Remove Combination Mast Arm Signal & Light Pole, Type CMP-55-12 (Exist. SW and SE Poles)	3	EA.	\$558.15	\$1,674.45	\$611.33	\$1,833.99
17	Combination Mast Arm Signal & Light Pole, Type CMP-55-12 (Pole Numbers 6 & 2)	2	EA.	\$7,834.55	\$15,669.10	\$8,709.78	\$17,419.56
18	Combination Mast Arm Signal & Light Pole, Type CMP-50-12 (Pole Number 8)	1	EA.	\$5,839.53	\$5,839.53	\$6,519.74	\$6,519.74

Est.: \$202,636.00 Bid Bond: 5% of Bid THOMPSON, DREESSEN & DORNER, INC. 10836 Old Mill Road, Omaha, NE 68154

SUBMITTED PROPOSALS & COSTS  
 Date of Bid: April 25, 2014 10:00 a.m.  
 Client: City of La Vista, NE  
 Project: 120th & Giles Traffic Signal  
 and Turn Bays  
 TD2 File No.: 171-406



Omaha Electric Service, Inc.  
 8506 Madison Street  
 Omaha NE 68127

Sheet 2 of 3  
 Commonwealth Electric Co.  
 4225 S 89th Street  
 Omaha NE 68127

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
19	200 W Street Luminaire	3	EA.	\$319.48	\$958.44*	\$328.31	\$984.93
20	Traffic Signal, Type TS-1 w/T31 Face, Backplate, Visors & MA-5 MTG	4	EA.	\$619.66	\$2,478.64*	\$656.05	\$2,624.20
21	Traffic Signal, Type TS-1LL w/T51 Face, Visors & B-4 MTG	1	EA.	\$851.90	\$851.90*	\$797.79	\$797.79
22	Traffic Signal, Type TS-1LL w/T51A Face, Backplate, Visors, & MA-5 MTG	2	EA.	\$912.68	\$1,825.36*	\$1,012.89	\$2,025.78
23	Traffic Signal, Type TS-1RR w/T52A Face, Backplate, Visors & MA-5 MTG	1	EA.	\$912.68	\$912.68*	\$1,012.89	\$1,012.89
24	Traffic Signal, Type TS-1RR w/T52 Face, Visors & B-4 Mtg.	1	EA.	\$860.10	\$860.10*	\$797.79	\$797.79
25	Traffic Signal Controller, Type NEMA with Traffic Signal Controller Cabinet & Pad	1	EA.	\$9,994.81	\$9,994.81	\$10,844.45	\$10,844.45
26	Provide and install Vehicle Priority Control System (OPTICOM) - 120th & Giles Road	1	LS	\$3,943.25	\$3,943.25	\$3,860.45	\$3,860.45
27	Provide and install Radar Vehicle Detection System - 120th & Giles Road	1	LS	\$20,206.60	\$20,206.60	\$22,208.33	\$22,208.33
28	Remove & Install Wireless Interconnect System - 120th & Giles Road	1	LS	\$4,734.07	\$4,734.07	\$356.61	\$356.61
29	Install Overhead Sign	3	EA.	\$79.13	\$237.39*	\$101.89	\$305.67
30	Pull Box, Type PB-1A	3	EA.	\$650.87	\$1,952.61	\$664.73	\$1,994.19
31	2-Inch Conduit, Trenched	183	L.F.	\$4.29	\$785.07*	\$6.01	\$1,099.83
32	2-Inch Conduit, Jacked	430	L.F.	\$8.08	\$3,474.40*	\$19.86	\$8,539.80
33	3-Inch Conduit, Trenched	20	L.F.	\$8.80	\$176.00*	\$7.10	\$142.00
34	3/C #6 Street Lighting Cable	693	L.F.	\$1.94	\$1,344.42*	\$1.69	\$1,171.17
35	12/C #14 AWG Traffic Signal Cable B59	1,111	L.F.	\$3.23	\$3,588.53*	\$3.25	\$3,610.75
36	Service Cable (SC)	100	L.F.	\$1.17	\$117.00*	\$0.77	\$77.00

Est.: \$202,636.00 Bid Bond: 5% of Bid

THOMPSON, DREESSEN & DORNER, INC.

10836 Old Mill Road, Omaha, NE 68154

SUBMITTED PROPOSALS & COSTS  
 Date of Bid: April 25, 2014 10:00 a.m.  
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Omaha Electric Service, Inc.  
 8506 Madison Street  
 Omaha NE 68127

Commonwealth Electric Co.  
 4225 S 89th Street  
 Omaha NE 68127

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
37	Service Entrance Cable (SEC)	300	L.F.	\$1.54	\$462.00	\$1.25	\$375.00
38	Service Disconnect Pedestal	1	EA.	\$2,863.59	\$2,863.59	\$2,977.41	\$2,977.41
39	#8 Grounding Conductor	619	L.F.	\$0.72	\$445.68	\$0.87	\$538.53
	TOTAL BASE BID				\$205,951.61		\$211,524.60
	ADD ALTERNATES:						
A1	Uninterrupted Power Supply (UPS)	1	EA.	\$6,012.08	\$6,012.08	\$7,300.00	\$7,300.00
	TOTAL BASE BID PLUS ALTERNATE BID				\$211,963.69		\$218,824.60

\* corrected in accordance with Information for Bidders

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE COMPUTER EQUIPMENT – WESTERN STATES CONTRACTING ALLIANCE, CDW-G & DELL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared approving the following technology related purchases for various City departments:

- Eighteen (18) computers with monitors and software, one (1) server and seven (7) software updates to Win7Pro from Dell through the Western States Contracting Alliance (WSCA) and CDW-G in an amount not to exceed \$27,000.

**FISCAL IMPACT**

The FY 13/14 Computer Budget provides funding for the proposed Information Technology purchases.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The State of Nebraska bid for computer services designates WSCA as the lowest responsible bidder for the hardware and software that is being requested and they are currently purchasing through Dell. The departmental software are the lowest and most responsible bidder through Sarpy IT Department. The library is able to purchase their computers through CDW-G and receives the educational rate.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TECHNOLOGY RELATED ITEMS FROM WESTERN STATES CONTRACTING ALLIANCE (WSCA) AND CDW-G IN AN AMOUNT NOT TO EXCEED \$27,000.**

**WHEREAS, the City Council of the City of La Vista has determined that the purchase of technology related items is necessary; and**

**WHEREAS, the FY 2013/14 Computer budget provides funding for the proposed Information Technology purchases; and**

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

**NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of technology related items, from Western States Contracting Alliance (WSCA) and CDW-G in an amount not to exceed \$27,000.**

**PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.**

**CITY OF LA VISTA**

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

**ATTEST:**

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



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REORGANIZATION PLAN IMPLEMENTATION	RESOLUTION ◆ ORDINANCE ◆ RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

Items have been placed on the agenda for consideration by the Mayor and City Council that would implement a reorganization plan intended to create a more productive, efficient personnel structure that will enable us to better serve both citizens and employees.

**FISCAL IMPACT**

While the proposed reorganization was not financially motivated, it is anticipated that the recommended changes will have a positive fiscal impact in terms of total compensation. There will be some one-time costs associated with the reorganization such as additional/updated furnishings and building remodeling.

**RECOMMENDATION**

Approval.

**BACKGROUND**

No one symptom makes by itself a case for major structural change, rather a reorganization is the right thing to do when the current form of the organization is not meeting the needs of its customers. The recommended reorganization is the result of considerable deliberation focused on improving organizational shortcomings and ensuring efficiency within the current resources available. Specific goals of the reorganization plan include:

1. Improving internal operations
2. Ensuring effective allocation of resources
3. Increasing accountability
4. Fostering collaboration
5. More even distribution of direct reports

On April 1, 2014, the Mayor and City Council discussed the reorganization plan draft and subsequently directed staff to prepare the necessary implementation documents to bring back for Council consideration. In addition to the Reorganization Plan attached for your reference, other items necessary to implement the reorganization plan include:

- Organization Chart update *(old organization chart also attached)*
- Job Descriptions  
*(New job descriptions have been prepared for the Director of Administrative Services and Human Resources Manager positions. Job descriptions for the Managing Directors were updated to reflect more current and consistent language. The other job descriptions contain minor changes related to supervision and salary ranges. It is anticipated that other modifications to some of these will be forthcoming in the near future).*
- Compensation Ordinance amendments

# City of La Vista

REORGANIZATION PLAN — MAY 2014

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## Purpose of Reorganization

No one symptom makes by itself a case for major structural change, rather, a reorganization is the right thing to do when the current form of the organization is not meeting the needs of its customers. The recommended reorganization is the result of considerable deliberation focused on improving organizational shortcomings and ensuring efficiency within the current resources available. Specific goals of the reorganization include:

1. Improving internal operations
2. Ensuring effective allocation of resources
3. Increasing accountability
4. Fostering collaboration
5. More even distribution of direct reports

A recent employee survey confirmed that some of our internal services are not currently meeting their needs. There are likely several reasons for this including lack of dedicated resources, ineffective communication, lack of collaboration resulting in absence of follow through, unreliable quality and inability to pursue new initiatives.

The City Administrator currently has 11 direct reports in addition to the Mayor and eight members of the City Council. This results in lack of time for regular and ongoing face time with direct reports, delayed performance reviews, difficulty maintaining a broad focus and limited opportunities to connect with employees and external institutions.

## Reorganization Plan Recommendations

1. Retitle Assistant City Administrator to Assistant City Administrator/Director of Community Services
2. Retitle Police Chief to Police Chief/Director of Public Safety
  - Position description will include serving as Chief of Police
3. Retitle Public Works Director to Director of Public Works
4. Create Director of Administrative Services Position (Implement June 1, 2014)
  - To oversee and supervise the City Clerk's office and internal services such as Human Resources, Finance, Insurance/Risk Management and Information Technology
  - Reclassify and reassign current Police Captain to the position
5. Establish divisions included in each function area and identify Managing Director.
  - A. Public Safety**  
Police, Fire, 911 Communications, Emergency Management, Animal Control — (Police Chief/Director of Public Safety)
  - B. Public Works**  
Engineering, Streets, Sewer, Parks & Grounds, Building Maintenance, Fleet Maintenance — (Director of Public Works)
  - C. Community Services**  
Community Development, Library, Recreation, Public Transportation, Communications — (Assistant City Administrator/Director of Community Services)
  - D. Administrative Services**  
Finance, Human Resources, Information Technology, Insurance/Risk Management, City Clerk's Office — (Director of Administrative Services)
6. Create a supervisory position in Human Resources (Human Resources Manager) (Implement June 1, 2014)
  - This position will be responsible for day to day human resource functions including: Classification and compensation, employee and labor relations, training and education, recruitment and retention, employee benefit administration, performance review management and workers' compensation.
  - Reclassify and reassign current Office Manager/Deputy City Clerk to Human Resources Manager position.
7. Office Manager responsibilities reassigned to City Clerk (Implement June 1, 2014)

8. Public Buildings & Grounds to become a division of Public Works (Implement June 1, 2014)
  - Reclassify and reassign Director to Building Superintendent
  - Grounds maintenance to be absorbed by Parks division
  - Retitle Public Buildings & Grounds Foreman to Building Technician and reassign to the new PW Buildings division
  - Reclassify and reassign Public Buildings & Grounds Maintenance Worker II to Maintenance Worker I – Parks division
  
9. In lieu of filling Building Inspector II position in the Community Development Division, assign inspection duties on an as-needed basis to an existing Public Works employee (Implement June 1, 2014)
  - Determine internal interest in secondary assignment.
  - Provide appropriate training
  
10. Fire Chief position to become shared position with Papillion performing the duties of Fire Marshal. (Implement April 1, 2014)
  
11. Administrative Assistant — Fire Department — Position to be eliminated as a result of merger (Implement April 1, 2014)
  - Reassign to Library as PT Circulation Clerk
  
12. Backfill Police positions (Captain, Sergeant & Officer) (Begin Implementation — June 1, 2014)

## **Recommended Changes in Work Structure**

### **City Administrator**

The City Administrator will have fewer direct reports and less day-to-day operational involvement as the Managing Directors will be responsible for most of that work, allowing the City Administrator to dedicate more time to work with the Mayor and City Council, focus on organizational development and improve strategic relationships outside City Hall. The Administrator will continue to be involved with economic development projects and in regional, state and federal issues important to the City.

The City Administrator will supervise the Managing Directors and the Assistant to the City Administrator. The Assistant City Administrator/Director of Community Services will serve as Acting City Administrator in the absence of the City Administrator.

The Managing Directors will be responsible for operations of their respective functions which will be carried out with wide latitude, judgment, and discretion. They will have less task responsibility, delegating that work to division managers and more responsibility for strategic and management work focused on operations and performance measurement, functional and organizational collaboration as well as organizational culture and staff development.

Managers and other supervisory personnel will need to assume higher-level decision-making responsibility for the day-to-day operations of the City in consultation with the Managing Director supervising them and will be responsible for more team-focused work among functional peers to ensure policy development and service delivery that is inclusive of all operations.

### **Departmental Modifications**

The Following are proposed changes to the existing organizational structure. Only those directly affected by the reorganization plan are shown. The specifics of what, how and when work units or divisions would be reassigned or altered will continue to be refined as the implementation plan is executed.

### **Director of Administrative Services**

This newly created position will provide administrative direction and oversight for all functions and activities related to Finance, Human Resources, Information Technology, Insurance/Risk Management and the City Clerk's office. The functional focus of work related to the services these divisions provide is intended to increase communication and improve collaboration with greater accountability for ensuring effective and efficient delivery of those services. Proposed salary range is 215.

## **City Clerk**

### ***Current***

Under administrative direction from the City Administrator, the City Clerk directs, manages, supervises, and coordinates the activities and operations of the City Clerk's Office including preparation and recording of the activities and decisions of the City Council and Redevelopment Agency and codification and maintenance of official City records; administers municipal elections; coordinates assigned activities with other divisions, and provides highly responsible and complex administrative support to the City Administrator and City Council. In addition to the scope and responsibility defined by legal requirements set forth in municipal and State law, the City Clerk processes the City's property, casualty and liability insurance coverage and claims. The City Clerk also serves as Civil Service Secretary and ADA Coordinator.

### ***Proposed***

The following changes are being recommended:

1. The City Clerk's office will become a division of Administrative Services and be supervised by the Director of Administrative Services. This will strengthen the connections with other Administrative Service functions.
2. Office Manager duties will be reassigned to the City Clerk including supervision of Receptionist, Executive Assistant and co-supervision of the Accounts Payable Clerk and Permit Technician (as long as this position remains in City Hall).

## **Finance**

### ***Current***

Under administrative direction of the City Administrator, the Finance Director performs advanced accounting tasks, oversees management of the financial affairs of the City and serves as City Treasurer. In addition to the scope and responsibility defined by legal requirements set forth in municipal and State law, over the past several years, this position has grown to include more than the customary duties typically undertaken by a Finance Director. This hinders her ability to focus on the essential functions of the position.

### ***Proposed***

The following changes are being recommended:

1. The Finance Department will become a division of Administrative Services and be supervised by the Director of Administrative Services. This will strengthen the connections with other Administrative Service divisions.
2. Responsibility for overseeing information technology oversight will be reassigned to the Director of Administrative Services.
3. Proposed salary range is 205. No modification to current salary.



## **Human Resources**

### ***Current***

The organization's Human Resource function has evolved over time with no significant funding resources or clear sense of direction. There is one full-time position (Human Resources Generalist) who performs the basic functions of classification and compensation, benefit management, performance reviews and workers' compensation. Part-time clerical assistance has also been assigned to HR. The Assistant City Administrator currently oversees this function as one of her assignments but does not have adequate time to manage daily operations. In the ever changing world of healthcare and employment regulations, organizational growth and increased demand it has proven difficult to provide quality HR services.

### ***Proposed***

The following changes are being recommended:

1. Human Resources will become a division of Administrative Services and be supervised by the Director of Administrative Services. This will strengthen the connections with other Administrative Service divisions.
2. A new position of Human Resources Manager will be created to oversee daily HR operations and supervise the HR Generalist. Other functions of the position include: Classification and compensation, employee and labor relations, training and education, recruitment and retention, employee benefit administration, performance review management and workers' compensation.
  - The Office Manager/Deputy City Clerk will be reclassified and reassigned to the Human Resources Manager position.
  - The Deputy City Clerk functions should be retained by the Human Resources Manager and reevaluated over the next 12 months for possible reassignment.
  - The Office Manager responsibilities will be reassigned to the City Clerk.
  - Proposed salary range is 180.
3. PT Clerical Assistant position is currently open and will be reassessed as additional discussions regarding the proposed reorganization take place.

## **Public Buildings & Grounds**

### ***Current***

Public Buildings & Grounds is a department of three full-time positions and one PT Custodian responsible for facility and grounds maintenance for most municipal facilities. To encourage greater collaboration and resource sharing, a natural fit for the department is inclusion as a division within the Public Works Department.

### ***Proposed***

The following changes are being recommended:

1. Public Buildings will become a division of Public Works. Public Grounds will be absorbed within the Parks division.
2. The Director of Public Buildings & Grounds will be reclassified and reassigned to Building Superintendent reporting directly to the Director of Public Works. Proposed salary range is 180. No modification to current salary.
3. Retitle Public Buildings & Grounds Foreman to Building Technician and reassign to the PW Buildings division. No change in salary range.
4. Reclassify and reassign Public Buildings & Grounds Maintenance Worker II to Maintenance Worker I – Parks division. No change in salary range.
5. PT Custodian to remain under supervision of Building Superintendent

## **Community Development**

### ***Current***

The Building Inspector II position in the Community Development Department has been vacant for nearly a year and a half. The rationale for filling this position is arguable given the current and anticipated workload. That said, litigation significantly delayed some aspects related to the implementation of the Rental Housing Inspection Program and as a result, additional assistance may be necessary.

### ***Proposed***

The following changes are being recommended:

1. Instead of filling the position with someone from outside of the organization, the recommendation is to reassign some of the duties on an as needed basis internally to someone from Public Works. There are currently employees in Public Works who have construction and inspection related experience and who, with further training, may have an interest in the assignment. Propose special assignment pay for the hours worked.
2. Community Development Director will be supervised by Assistant City Administrator/Director of Community Services. Proposed salary range is 205. No modification in salary.

### **Fire Chief**

Upon the merger of Fire Departments, the La Vista Fire Chief will become responsible for performing Fire Marshal duties for the cities of La Vista and Papillion. Although he will report on a daily basis to the Papillion Fire Chief or his designee, he remains an employee of the City of La Vista and because his new assignment falls within Public Safety, the Police Chief/Director of Public Safety will be the final authority on his supervision. Proposed salary range is 190.

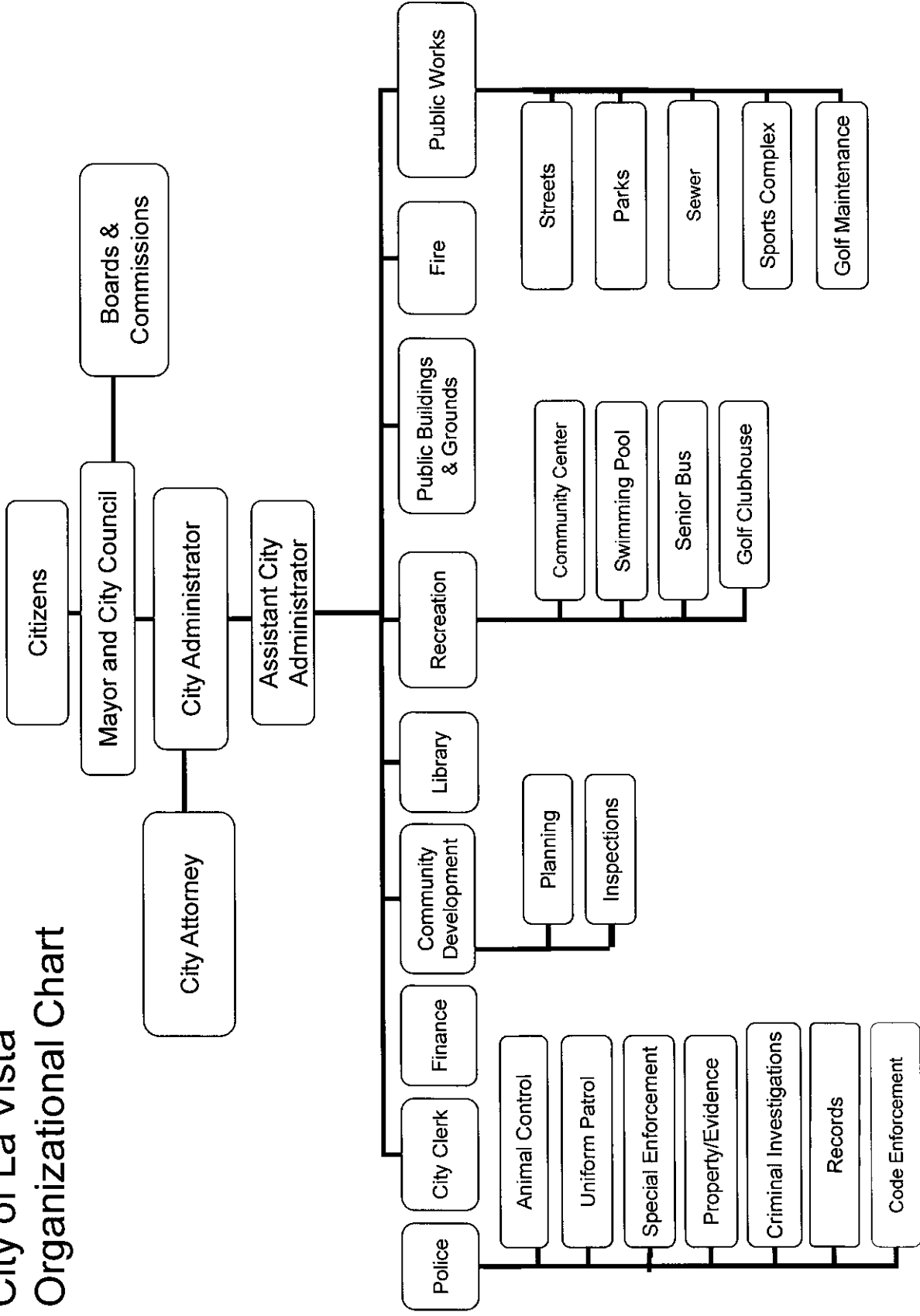
### **Administrative Assistant — Fire Department**

Once the merger of the Fire Departments is complete and the department is appropriately closed out this position will no longer be necessary. The current employee has made a request to continue to work for the organization on a part-time basis. We currently have a part-time Library Circulation Clerk position available. Proposed salary range is 115.

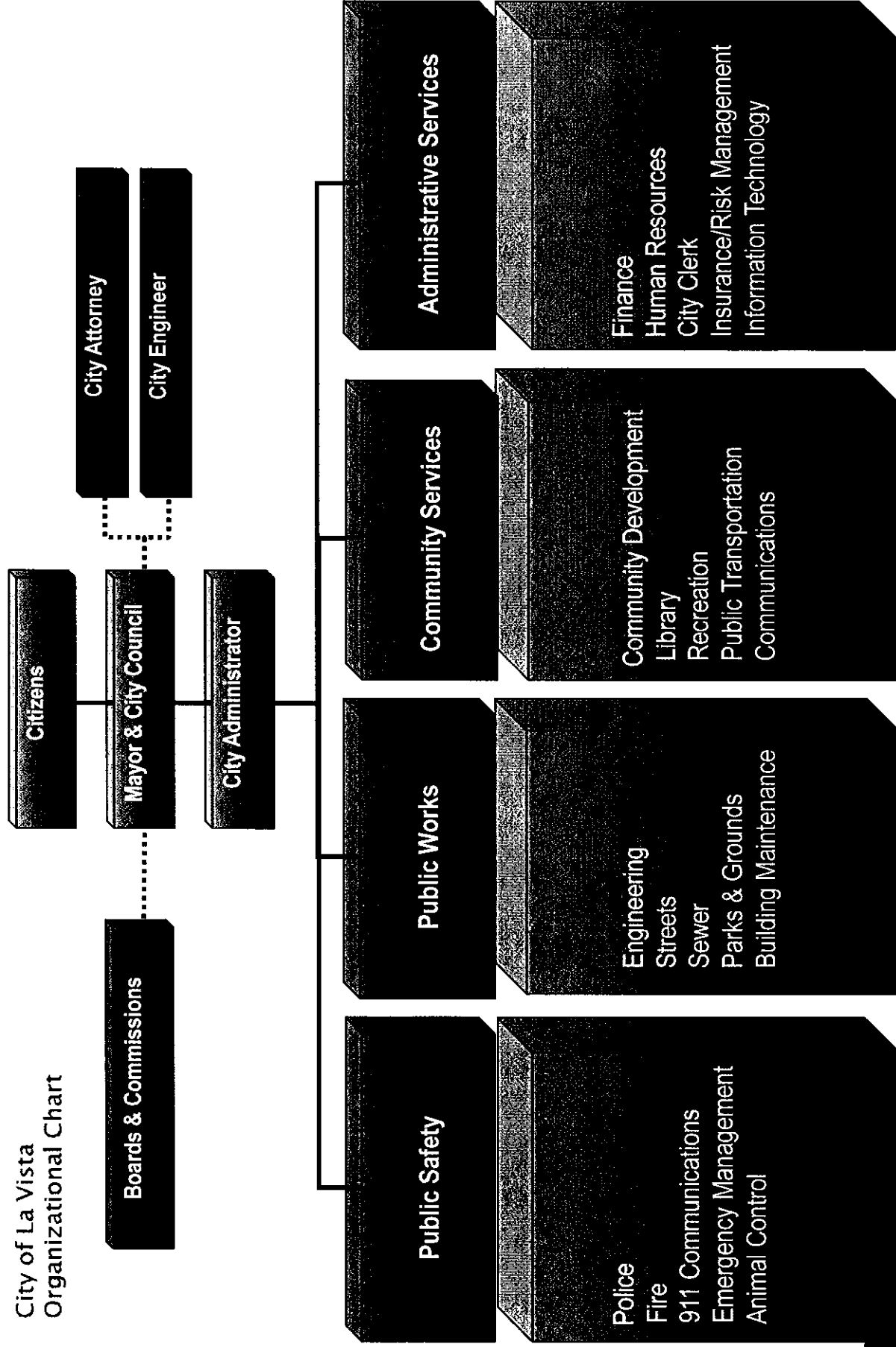
## **Fiscal Impact**

While the proposed reorganization was not financially motivated, it is anticipated that the recommended changes will have a positive fiscal impact in terms of total compensation. There will be some one-time costs associated with the reorganization such as additional/updated furnishings and building remodeling.

# City of La Vista Organizational Chart

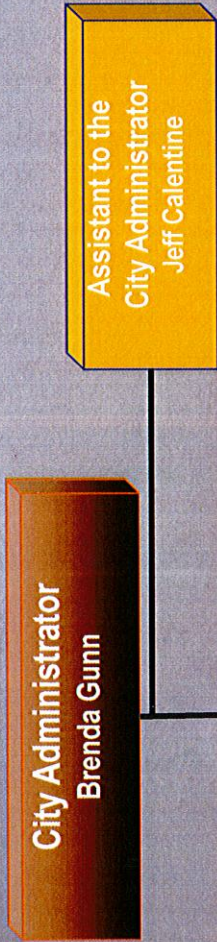


# City of La Vista Organizational Chart



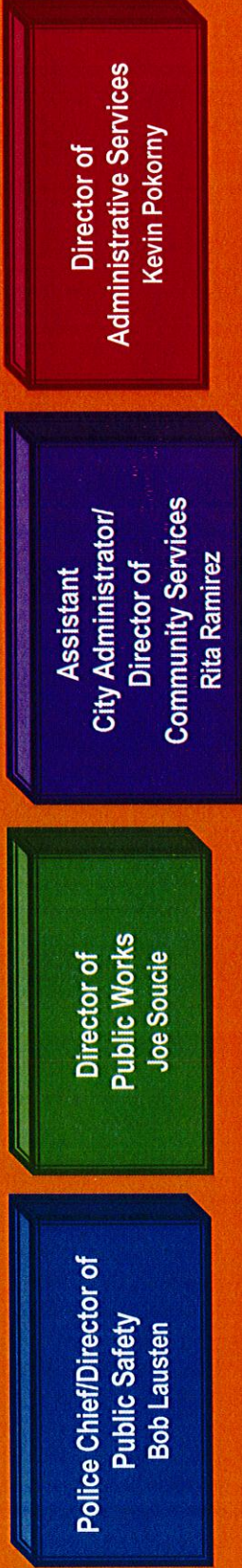


City of La Vista  
Operational Chart

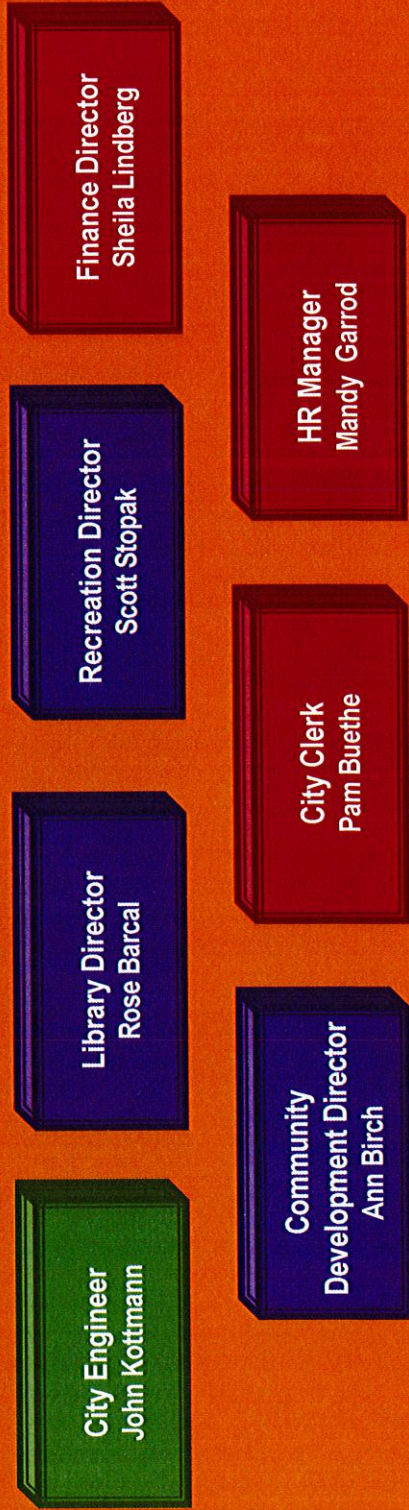


Management Team

Managing Directors



Managers





# City of La Vista

## Operational Leadership

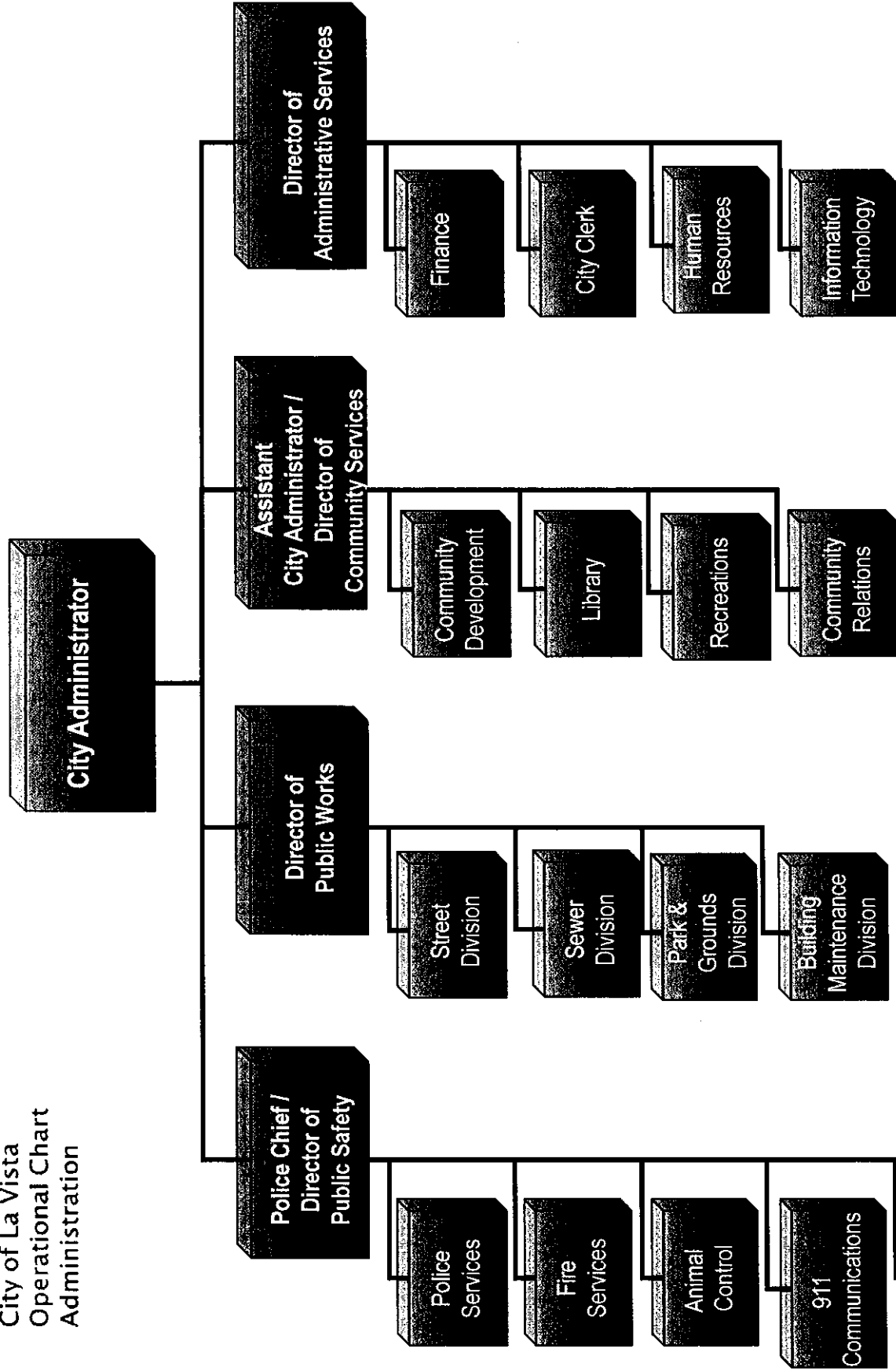
- The **Executive Team** is comprised of the City Administrator, four Managing Directors and the Assistant to the City Administrator.
- The **Management Team** is comprised of the Executive Team and the seven Managers.
- The **Supervisory Leadership Team** is comprised of all other employees with supervisory responsibilities.

A **Managing Director** serves on the Executive Team, oversees operations of multiple divisions and also leads efforts to reinforce and communicate the culture of the organization, fosters employee engagement and organizational development, and oversees implementation of the Citywide business plan, goals and strategies. This position also represents the City Administrator upon assignment at public or organizational events, meetings and programs.

A **Manager** serves on the Management Team and as the chief administrative officer for a single division. This position is also responsible for engaging employees at the divisional level and achieving the divisional business plan, goals and strategies.

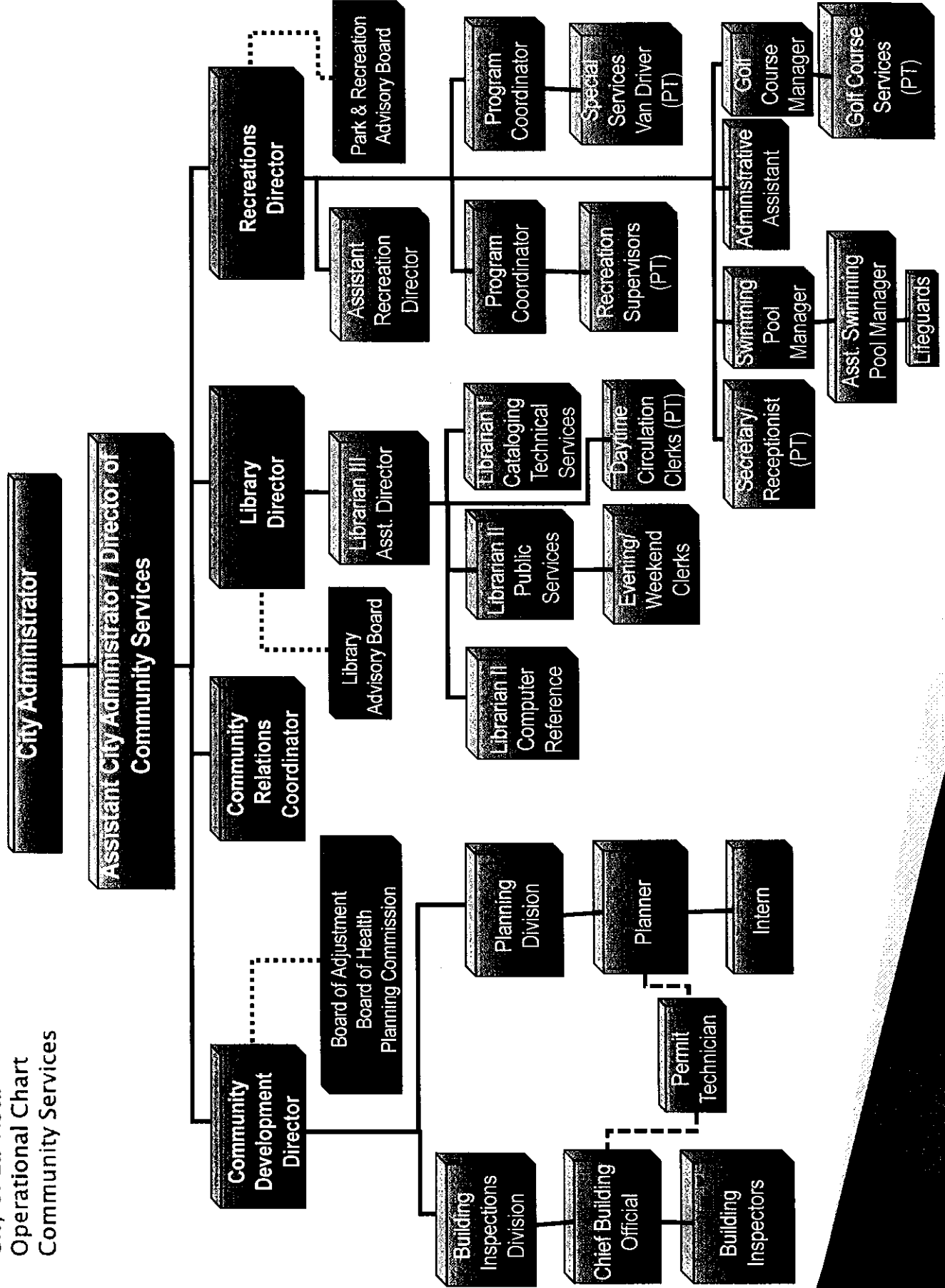
All **Supervisors** serve on the Supervisory Leadership Team and are responsible for engaging the workforce in carrying out the business plan, goals and strategies of the division.

City of La Vista  
Operational Chart  
Administration

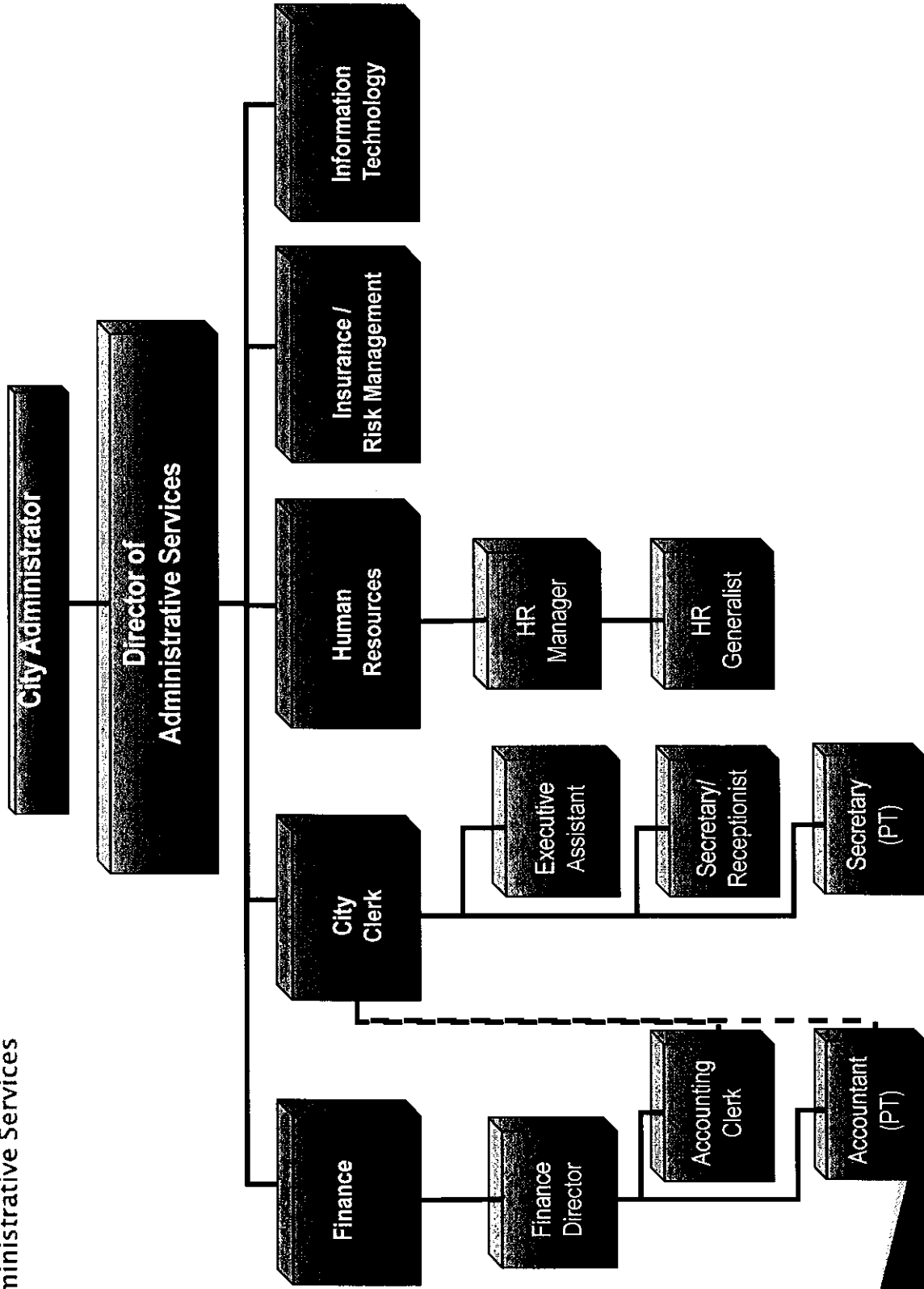




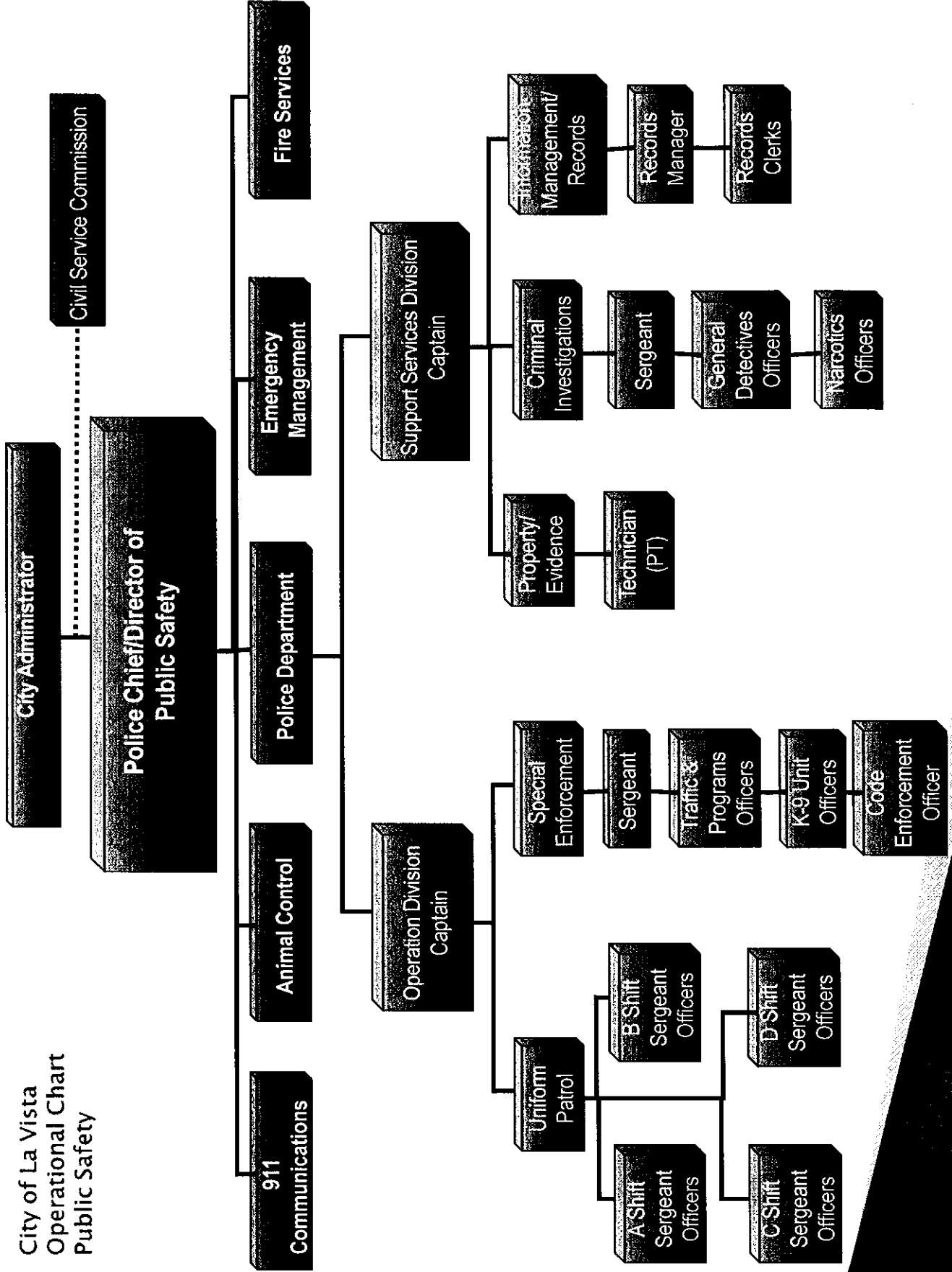
City of La Vista  
Operational Chart  
Community Services



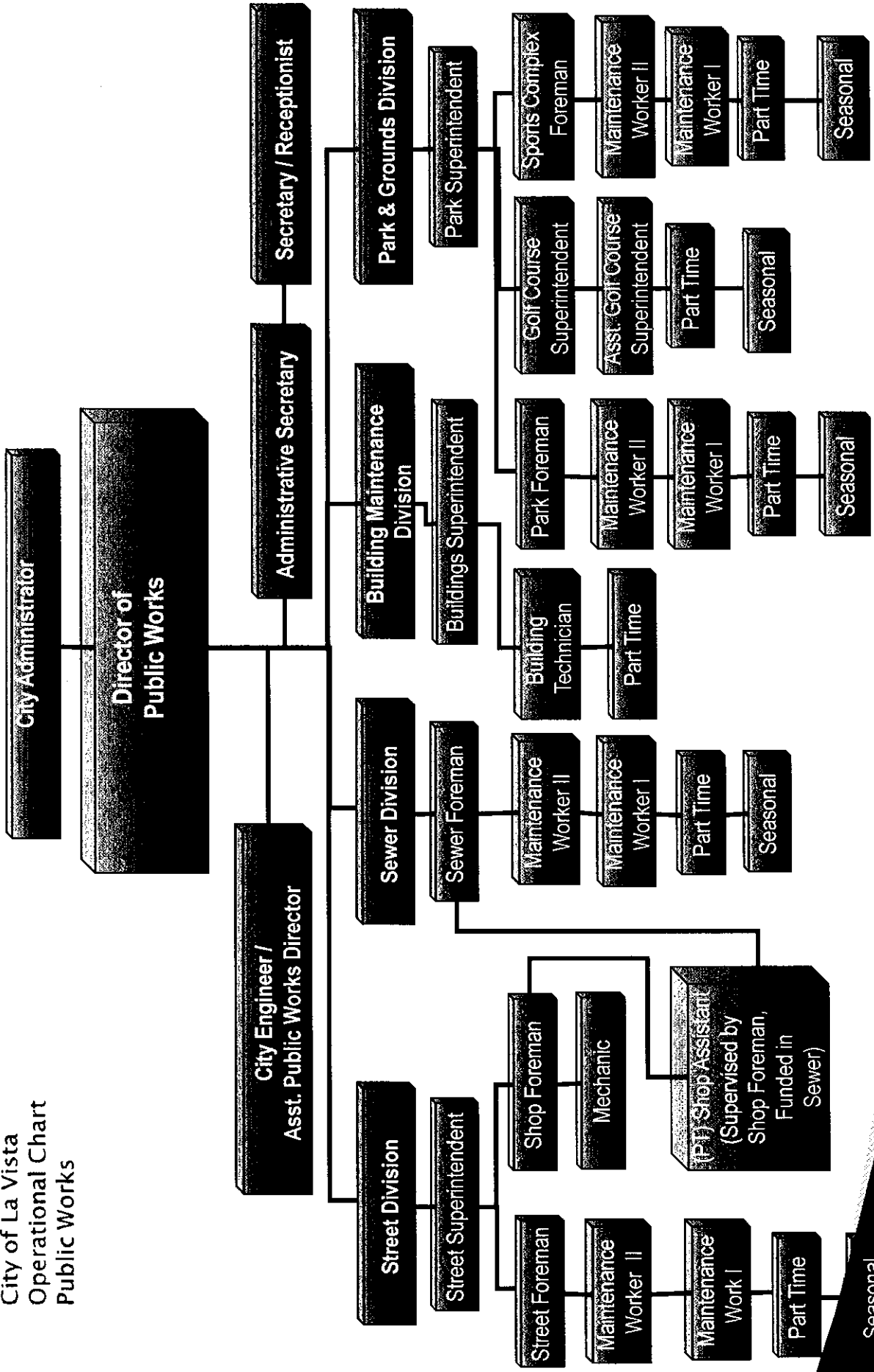
City of La Vista  
Operational Chart  
Administrative Services



City of La Vista  
Operational Chart  
Public Safety



City of La Vista  
Operational Chart  
Public Works



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

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

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

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

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

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

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules of Table 200, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position _____	Range
Asst. City Administrator/ <del>Dir. Community Services</del>	215
City Clerk	205
City Engineer/Asst. Public Works Director	210
Community Development Director	<del>240205</del>
<del>Director of Administrative Services</del>	<del>215</del>
<del>Finance Director</del>	<del>240205</del>
Fire Chief	<del>240190</del>
Library Director	205
Police Chief/ <del>Director of Public Safety</del>	215
<del>Public Buildings and Grounds Director</del>	<del>200</del>
<del>Director of Public Works Director</del>	<del>215</del>
Recreation Director	205

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

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



**Section 6. Hourly Non-Exempt Employees.** The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100 and Table 400, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
<del>Accountant</del>	<del>145</del>
Accounting Clerk	130
Administrative Assistant	130
Mechanic	140
Building Inspector I	140
Building Inspector II	160
Code Enforcement Officer	130
Executive Assistant	140
<del>Fire Training Officer</del>	<del>165</del>
<del>Foreman – B&amp;G Building Technician</del>	<del>160</del>
Librarian II – Computer/Reference Services	160
Librarian I	140
Maintenance Worker I	130
Maintenance Worker II	140
Park Foreman	165
Permit Technician	125
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	120
<del>Public Buildings &amp; Grounds MWI</del>	<del>125</del>
<del>Public Buildings &amp; Grounds MWII</del>	<del>130</del>
Secretary II	125
Secretary/Receptionist	120
Sewer Foreman	165
Street Foreman	165
Shop Foreman	165

**Section 7. Part-Time and Temporary Employees.** The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

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

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

**Section 8. Pay for Performance.** Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in

Table 100 and 200 of Section 22 of this Ordinance. The base factor for fiscal year 2014 shall be set at two percent (2%).

**Section 9. Certification Incentive Pay for Chief Building Official and Building Inspectors.**

Employees of the City in the positions of Chief Building Official and Building Inspector are eligible to receive a one-time only incentive payment of \$1,500 for each certification obtained in an applicable construction field/trade. Such payment must be approved by the City Administrator.

**Section 10. 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 11. 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 12. Longevity Pay.** Employees of the City in the positions set forth in Section 3 and Table 400 of this Ordinance shall receive longevity pay in an amount equal to the following percentage of the hourly rate set forth in Section 3 and Table 400 of this Ordinance, rounded to the nearest whole cent:

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

**Section 13. 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 14. 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 15. 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, 2012 through September 30, 2014," 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 15.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 15.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 17 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$120.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked over forty in the pay periods that encompass the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.

**Section 16. 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 17. 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 18. 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 19. 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 20. 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 21. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 15, 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 22. Wage Tables.

Table 100 Salaried Exempt Employees Hourly Non-Exempt Employees							
Range		Minimum	Maximum	Range		Minimum	Maximum
100	Hourly	9.27	12.04	145	Hourly	16.88	21.92
	Monthly	1,607	2,087		Monthly	2,926	3,799
	Annual	19,282	25,043		Annual	35,110	45,594
110	Hourly	11.38	14.78	150	Hourly	17.73	23.03
	Monthly	1,973	2,562		Monthly	3,073	3,992
	Annual	23,670	30,742		Annual	36,878	47,902
115	Hourly	12.24	15.90	160	Hourly	19.45	25.26
	Monthly	2,122	2,756		Monthly	3,371	4,378
	Annual	25,459	33,072		Annual	40,456	52,541
120	Hourly	13.16	17.09	165	Hourly	20.72	26.91
	Monthly	2,281	2,962		Monthly	3,591	4,664
	Annual	27,373	35,547		Annual	43,098	55,973
125	Hourly	14.16	18.39	175	Hourly	24.42	31.71
	Monthly	2,454	3,188		Monthly	4,233	5,496
	Annual	29,453	38,251		Annual	50,794	65,957
130	Hourly	14.65	19.02	180	Hourly	27.06	35.15
	Monthly	2,539	3,297		Monthly	4,690	6,093
	Annual	30,472	39,562		Annual	56,285	73,112
140	Hourly	16.03	20.81	190	Hourly	33.44	43.44
	Monthly	2,779	3,607		Monthly	5,796	7,530
	Annual	33,342	43,285		Annual	69,555	90,355

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

Table 400						
Classification: FOP Collective Bargaining						
Hourly Non-Exempt						
Range	A	B	C	D	E	F
426 Hrly				33.32	34.70	36.90
				5,775	6,015	6,396
				69,306	72,176	76,752
423 Hrly	21.84	23.32	25.62	27.12	29.60	31.14
	3,786	4,042	4,441	4,701	5,131	5,398
	45,427	48,506	53,290	56,410	61,568	64,771

Section 23. Repeal of Ordinance No. 12060. Ordinance No. 12060 originally passed and approved on the ~~15th~~<sup>3rd</sup> day of ~~October~~<sup>September</sup> 2013 is hereby repealed.

Section 24. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law.

Section 25. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS ~~6-15~~<sup>3</sup>TH DAY OF ~~MAY~~<sup>OCTOBER</sup> 201~~4~~<sup>3</sup>.

CITY OF LA VISTA

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

ATTEST:

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



## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** City Administrator

**POSITION REPORTS TO:** Mayor

**POSITION SUPERVISES:** ~~Department Heads,~~ Assistant City Administrator/Director of Administrative Services, Police Chief/Director of Public Safety, Director of Public Works, Director of Administrative Services, Assistant to the City Administrator, and Appointed City Officials

### **DESCRIPTION:**

Under the direction and authority of the Mayor and in accordance with Section 31.23 of the La Vista Municipal Code, acts as the chief administrative officer of the City for day-to-day operations. Directs, administers and coordinates the activities and functions of the various City offices, departments, commissions and boards in implementing the requirements of City ordinances and the policies of the City Council. Directs and controls the overall operations of the City to assure optimum services to the community. Represents the City to the community, state legislature, congress and other governmental agencies. Interacts directly with elected officials to ensure the smooth and efficient running of the City organization and the handling of important issues and concerns of a highly political nature.

In accordance with the Section 31.23 (b) of the La Vista Municipal Code, the City Administrator need not be a resident of the city at the time of his or her appointment, but shall become a resident within such reasonable time as the Council and Mayor may allow.

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

1. Provides primary interface with City Council and City staff; keeps the City Council informed of City program activities and events affecting City services.
2. Reviews and approves or disapproves the hiring, termination or changes in status of employment and pay for City employees; oversees labor relations function of the City and recommends bargaining guidelines and settlements to the City Council and Civil Service Commission.
3. Oversees preparation of the agenda for City Council meetings, consulting with the Mayor and ~~department~~division headsManagement Team as needed to identify appropriate issues to include on the agenda; reviews and approves staff reports and recommendations. Attends all meetings of the Mayor and City Council. Assures the development of short and long term plans to meet the goals and objectives of the City; directs the development of City operation and presents policy recommendations to the City Council regarding all aspects of City programs and services; implements the policies established by the Council.
4. Directs the preparation of the City's annual operating budget; establishes administrative objectives for the budget and identifies budgetary constraints; evaluates budget proposals submitted by ~~department~~division headsthe Management Team; develops final budget recommendations for consideration by the Mayor and City Council and makes presentations at budget hearings regarding specific budget proposals.
5. Monitors the City's financial condition by regularly evaluating revenue/expenditure trends and authorizing specialized studies, recommending to the City Council changes in service levels or in user fees, and taxes as necessary to maintain a sound financial condition; plans and prepares data for grants and funded programs; establishes and maintains intergovernmental coordination related to available funding.
6. Assures efficient and responsible City operations by providing managerial leadership and direction; designs and maintains organizational structure, establishes major operational objectives, monitors progress and takes necessary corrective action; assigns project and program responsibilities to department heads and works with them in developing administrative and departmental goals.
7. Works closely with the City's Management Team ~~Executive Team~~ ~~senior management team~~ in formulating strategic, community, public safety and economic development plans and programs.



**ESSENTIAL FUNCTIONS (CONTINUED):**

8. Responsible for continuing to build and develop a strong management team by providing professional growth opportunities through attendance at seminars, professional meetings, management development training and other in-house development activities.
9. Confers with ~~department heads~~ Management Team on goals, organization, staffing, special needs and problems.
10. Coordinates the activities of all City departments to meet overall organizational goals; leads and directs senior management in effecting actions which carry out policies as set by the City Council.
11. Oversees the City's intergovernmental relations function representing the City with federal, state, county and regional agencies; serves as a board member on intergovernmental agencies, committees and commissions; advocates City positions on proposed legislation and program regulations.
12. Responsible for the supervision of all city contracts.
13. Addresses and/or meets and confers with local business groups, individuals, citizen groups, media and other government officials regarding issues, needs and problems facing the city.
14. Prepares policy statements and procedures for implementing goals and programs or regulations.
15. Ensures that the City has sound management, fiscal, personnel and information systems.
16. Responsible for performing other such duties and exercise such other powers as may be required by ordinance, or prescribed by resolution of the Mayor and City Council.

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

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

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

- Work is performed mostly 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 10 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.
- Occasionally, the employee may visit construction or work sites, which may be dusty, noisy and hazardous.

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

1. Master's degree in public administration or related field from a U.S. institution accredited by a regionally recognized organization.
2. Minimum of ten years municipal government experience, with a minimum of five years as a chief administrative officer or as an assistant city administrator.
3. Must be bondable to the amount required by state statute or city policy.
4. Prefer ICMA Credentialed Member designation.
5. The city may accept any equivalent combination of education and experience.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Thorough understanding of municipal government structure and function as well as knowledge of current literature, trends and developments in the fields of Public Administration and Public Finance.
2. Skills in modern management principles and practices of public administration, community planning and federal and state programs.



**KNOWLEDGE, SKILLS AND ABILITIES (CONTINUED)**

3. Experience demonstrating the ability to make analytical and reasoned judgments on issues of public sensibility.
4. Ability to effectively serve as the administrative agent of the City Council.
5. Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.
6. Thorough understanding of the principles and practices of municipal budget preparation and the ability to plan and coordinate the preparation and administration of a multi-department budget.
7. Skill in identifying emerging issues, developing and implementing new approaches and/or refining the department's organization structure to generate desired results as efficiently as possible; ability to anticipate and resolve problems before a crisis ensues.
8. Understanding of the City's political environment and sensitivities; ability to function effectively within that environment.
9. Experience of a high level for strategic planning, financial and budgetary processes, capital improvement program management, intergovernmental relations, labor relations/negotiations/contract administration, and land use and traffic and transportation issues.
10. Ability to critically assess situations, resolve problems, and work effectively under stress within deadlines and changes in priorities.
11. The position requires a commitment to public service, municipal management and the ICMA Code of Ethics.
12. Knowledge of personnel laws, principles and procedures.
13. Skills in training, supervision, employee counseling/discipline, classification and personnel policies.
14. Knowledge and understanding of infrastructure financing.
15. Ability to effectively delegate responsibility to subordinates.
16. Ability to provide effective leadership and maintain cooperation and interaction between city departments.
17. Ability to create innovative management programs and systems in response to organizational needs.
18. Ability to create an atmosphere that engenders commitment to the mission statement.
19. Ability to communicate effectively both orally and in writing.
20. Strong ability to maintain confidences and routinely handle extremely sensitive and political information; skills in human relations, diplomacy, tact and negotiating.
21. Knowledge and understanding of computer operations.
22. Ability to work a varying schedule, including nights and weekends.
23. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
24. Ability to maintain regular and dependable attendance on the job.

**Disclaimer:**

24- 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Assistant to the City Administrator  
POSITION REPORTS TO: City Administrator  
POSITION SUPERVISES: Varied

### DESCRIPTION:

The Assistant to the City Administrator provides highly responsible professional administrative assistance and support to the City Administrator and Assistant City Administrator in all phases of municipal operations to ensure that organizational outcomes are met. The employee will assist the City's executive management in planning, implementing, directing and evaluating the policies, programs and operations of the City in order to achieve objectives and program needs. This position conducts research and analysis, requiring the ability to interpret and apply policies, procedures, laws and regulations and develops recommendations on City-wide work methods, operating policies and procedures, programs, services, and other administrative issues.

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

1. Manages assigned projects to achieve goals within available resources; plans and organizes workloads; reviews progress and makes changes as needed.
2. Works closely with the City Administrator and Assistant City Administrator to ensure that internal systems are operating effectively; assists in the development and regular updates of organizational and department strategic and operational planning efforts.
3. Assists with preparation of City Council agendas by reviewing submitted items, preparing resolutions, analyzing materials, recommending changes, ensuring departments submit necessary materials and reviewing final product for quality control.
4. 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.
5. Makes presentations to city management, City Council and city committees and commissions; attends meetings as necessary. May represent City at meetings of other public and private organizations.
6. Responsible for the development and implementation of the City's Capital Improvement Program. Participates in the development and administration of the capital projects budget; participates in the forecast of funds needed for equipment, materials and supplies; monitors and approves expenditures; implements adjustments; assists in pursuing grants and other funds necessary to support the Capital Improvement Program.
- ~~5.~~
- ~~6-7.~~ Assists in the preparation and/or evaluation of bid specifications, bids, requests for proposals/qualifications, contracts and contract performance as needed.
- ~~7-8.~~ Responds to and resolves public inquiries and complaints.
- ~~8-9.~~ Prepares presentations, resolutions, ordinances, contracts, administrative policies, etc. as assigned.
- ~~9-10.~~ Participates as an active member of the City Administrator's management staff by contributing to policy formulation, program development and organization planning.
- ~~10-11.~~ Performs responsibilities in a manner that clearly shows effective communication and cooperation and that promotes open exchange of information, respect, high ethical standards and professionalism.
- ~~11-12.~~ Handles complex and sensitive issues and complaints in accordance with City policies and applicable laws as assigned by the City Administrator or Assistant City Administrator.

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



### **ESSENTIAL FUNCTIONS (CONTINUED)**

- 12-13. Coordinates reports and meetings that involve various City departments and staff members on behalf of the City Administrator.
- 13-14. Serves as liaison between the City Administrator's office and professional support staff throughout the City to gather information, share ideas and provide resources to Department Directors and staff; facilitates an environment that encourages interdepartmental cooperation.

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

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

- Work is performed mostly 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 10 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.
- Occasionally, the employee may visit construction or work sites, which may be dusty, noisy and hazardous.

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

1. Work requires broad knowledge in a general professional field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree or equivalent;
2. Minimum of three (3) years work experience in a local government position.
3. Any equivalent combination of education and experience which demonstrates the knowledge skills and ability to perform the above described duties will be considered.

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

1. Understanding of municipal government structure and function as well as knowledge of procedures, standards and current developments in effective City government.
2. Knowledge of the principles of supervision, personnel practices and current City guidelines and policies for all employees.
3. The ability to evaluate and make recommendations on municipal programs, policies and operational needs.
4. Understanding of the principles and practices of municipal budget preparation and administration.
5. Ability to provide effective leadership and maintain cooperation and interaction between City departments.
6. Skill in identifying emerging issues, developing and implementing new approaches and/or refining the department's organization structure to generate desired results as efficiently as possible; ability to anticipate and resolve problems before a crisis ensues.
7. Strong ability to maintain confidences and routinely handle extremely sensitive and political information; skills in human relations, diplomacy, tact and negotiating.
8. Understanding of the City's political environment and sensitivities; ability to function effectively within that environment.
9. Experience demonstrating the ability to make analytical and reasoned judgments on issues of public sensibility.
10. Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.
11. Ability to articulate and promote the City's strategic positions.
12. Ability to work independently, as part of a team and with the public.



**KNOWLEDGE, SKILLS AND ABILITIES (CONTINUED)**

13. Ability to organize work, set priorities and follow-up on assignments with minimal supervision.
14. Ability to complete work assignments and reports in a timely and efficient manner.
15. Knowledge and understanding of computer operations, ability to use MS Office Professional programs and ability to operate office equipment such as a photocopier and fax machine.
16. Ability to collect and analyze technical information and prepare clear, accurate, comprehensive recommendations and reports.
17. Effective writing skills and oral skills sufficient to speak in public and deliver presentations.
18. Demonstrated leadership and commitment to customer service, problem solving, continuous improvement and outcome-based management.
19. Ability to provide own transportation.
20. Basic mathematical skills.
21. Ability to resolve conflicts.
22. Ability to maintain regular and dependable attendance and be available for a varying schedule including evenings, weekends and holidays. Work assignments require attendance at evening meetings e.g. City Council meetings and attendance at meetings with other agencies, strategic community partners and vendors.
23. Ability to establish and maintain effective working relationships and utilize good judgment, tact and diplomacy in dealing with City officials, departmental personnel, volunteers, patrons, outside agencies and members of the public.
24. The position requires a commitment to public service, municipal management and the ICMA Code of Ethics.

**Contributions this Position Makes to the City**

This position contributes to the success of the City by working closely with the City Administrator and Assistant City Administrator on complex and highly sensitive issues related to public policy, community needs, and general municipal operation. By conducting research and analysis, making recommendations and presenting solutions, this position enables effective decision making in the areas of policy development, implementation of programs that positively affect the organization and the community, and communication with the community. This position represents the City Administrator and requires a high degree of professionalism and dedication to the organizational philosophies.

**Disclaimer:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Assistant City Administrator/Director of Community Services  
**POSITION REPORTS TO:** City Administrator  
**POSITION SUPERVISES:** Community Development Director, Recreation Director, Library Director, and Community Relations Coordinator

### **DESCRIPTION:**

This highly professional, responsible and administrative position provides direction and oversight for all functions and activities related to Community Development, Library, Recreation, Public Transportation and Communications. Under the general supervision of the City Administrator, the duties of this position are carried out with wide latitude, judgment, and discretion. Assists with directing and controlling the overall operations of the City to assure optimum services to the community.

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

1. Ensures that goals and operating objectives established by the City Council are attained in a manner consistent with policies, legal requirements and resources available.
2. Provides direction and oversees activities and operations of assigned functions to assure maximum efficiency and effectiveness in meeting established goals and objectives.
3. Works closely with the City Administrator to ensure that internal systems are operating effectively.
4. Provides leadership, direction and guidance in overall financial strategies and organizational priorities.
5. Coordinates and guides citywide strategic processes based on present and future service demands in areas of responsibility.
6. 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.
7. Handles complex sensitive issues and complaints as assigned by the City Administrator in accordance with City policies and applicable laws. Assists the City Administrator in performing a variety of daily management tasks and resolving ongoing management issues.
8. Assists with the development and implementation of short and long term plans to meet the goals and objectives of the City. Assists with overall City operations and recommends policy actions for City Council consideration regarding all aspects of City programs and services. Implements policies established by the Council and provides leadership in problem-solving City-wide issues.
9. Works closely with the City Administrator to communicate a unified commitment to achieving the mission and complies with the values of the organization and assists the City Administrator in communicating information and directives to city personnel regarding policies and programs.
10. Attends and participates in Executive Team Meetings, City Council meetings, work sessions and a variety of other meetings as needed or directed.
11. Participates as an active member of the City Administrator's executive management team by contributing to policy formulation, program development and organization planning.
12. Responsible for directing the execution of major special projects as defined by the City Administrator.
13. 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.



**ESSENTIAL FUNCTIONS (CONTINUED)**

14. 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.
15. Assists with preparation of City Council agendas by reviewing submitted items, preparing resolutions, analyzing materials, recommending changes, ensuring departments submit necessary materials and reviewing final product for quality control.
16. Attends and participates in Executive Team Meetings, City Council meetings, work sessions and a variety of other meetings as needed or directed.
17. Participates as an active member of the City Administrator's executive management team by contributing to policy formulation, program development and organization planning.
18. Serves on committees and administrative boards and represents or accompanies the City Administrator at various functions. Serves as a liaison with other governmental agencies and the general public as directed by the City Administrator.
19. Acts as City Administrator in his/her absence.
20. Provides direction and oversight of the City's communication/community relations program to ensure an effective presentation of accomplishments and decisions.
21. Provides advice to managers and members of the management team regarding policy interpretations; assists division heads in coordinating and implementing projects; conducts research and performs evaluations of projects in progress.
22. Assists in the development of the annual budget, including preparation, oversight, long range planning and administration of assigned organizational budgets.
23. Prepares and reviews administrative reports and correspondence.
24. Performs other duties as directed or as the situation dictates.

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

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

- Work is performed mostly 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 10 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.
- Occasionally, the employee may visit construction or work sites, which may be dusty, noisy and hazardous.

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

1. Bachelor's Degree in public administration or related field with Master's Degree preferred.
2. Minimum of eight (8) years work experience in a local government agency including at least five (5) years in a highly responsible (department director, assistant city administrator, or similar) supervisory or management position.
3. Thorough and progressively responsible experience in local government administration with considerable experience in a supervisory capacity.
4. Must possess a valid drivers license.
5. Prefer ICMA Credentialed Manager designation.
6. Any equivalent combination of education and experience which demonstrates the knowledge skills and ability to perform the above described duties will be considered.



**KNOWLEDGE, SKILLS AND ABILITIES**

1. Understanding of municipal government structure and function as well as knowledge of procedures, standards and current developments in effective city government.
2. Skills in modern management principles and practices of public administration, community planning and federal and state programs.
3. Excellent leadership and communication skills.
4. Strong critical thinking and strategic planning skills necessary in order to develop and implement citywide and department mission, goals and procedures.
5. Experience of a high level for strategic planning, financial and budgetary processes, capital improvement program management, intergovernmental relations, labor relations/negotiations/contract administration, and land use and traffic and transportation issues.
6. Outstanding interpersonal skills to provide effective leadership to subordinates, and to develop cooperative working relationships with city officials, fellow employees, members of the public, and patrons.
7. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
8. Ability to provide effective leadership and maintain cooperation and interaction between city departments.
9. Knowledge of personnel laws, principles and procedures and skills in training, supervision, employee counseling/discipline, classification and personnel policies.
10. The ability to evaluate and make recommendation on municipal programs, policies and operational needs.
11. Ability to accomplish tasks in a timely manner to meet deadlines.
12. Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.
13. Ability to effectively delegate responsibility to subordinates.
14. Ability to articulate and promote the City's strategic positions.
15. Strong ability to maintain confidences and routinely handle extremely sensitive and political information; skills in human relations, diplomacy, tact and negotiating.
16. Ability to work independently, as part of a team, and with the public.
17. Ability to collect and analyze technical information, evaluates municipal programs, policies, and operational needs; and prepares clear, accurate, comprehensive recommendations and reports.
18. Ability to critically assess situations, resolve problems, and work effectively under stress within deadlines and changes in priorities.
19. Ability to provide own transportation.
20. Ability to resolve conflicts.
21. Ability to maintain regular and dependable attendance and be available for a varying schedule including evenings, weekends and holidays. (Work assignments require attendance at evening meetings, e.g. City Council meetings and attendance at meetings with other agencies, strategic community partners and vendors.)
22. Effective writing skills and sufficient oral skills to speak in public and deliver presentations.
23. Knowledge of applicable state, federal and local ordinances, laws, rules, and regulations.
24. Knowledge and understanding of computer operations.
25. Skill in identifying emerging issues, developing and implementing new approaches and/or refining the department's organization structure to generate desired results as efficiently as possible; ability to anticipate and resolve problems before a crisis ensues.
26. Understanding of the City's political environment and sensitivities; ability to function effectively within that environment.
27. Experience demonstrating the ability to make analytical and reasoned judgments on issues of public sensibility.
28. The position requires a commitment to public service, municipal management and the ICMA Code of Ethics.

**Contributions this Position Makes to the City**

This position provides highly responsible assistance to the City Administrator and contributes to the success of the City by working closely with the City Administrator's Executive Team on complex and strategic initiatives dealing with Community Development, Library, Recreation, Public Transportation and Communications. The Assistant City Administrator/Director of Community Services is responsible for strategic initiatives in regards to Community Services and City operations as a whole.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Pay Range: **20534**

Date: 5/1/2014

Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Community Development Director  
**POSITION REPORTS TO:** Assistant City Administrator/Director of Community Services  
**POSITION SUPERVISES:** Community Development Staff

### DESCRIPTION:

Under the general direction of the Assistant City Administrator/Director of Community Services, the Community Development Director is responsible for strengthening the overall health and vitality of the City of La Vista through developing, managing and evaluating community development programs, including planning, redevelopment, development review, housing rehabilitation and inspections, zoning, building plan review and inspection, code administration and enforcement.

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

1. Responsible for directing and coordinating the work of department-division staff and consultants, evaluating performance, establishing expectations, and defining duties in a manner that will result in an effective and efficient work force. Provides recommendations for improved efficiency and effectiveness and trains and mentors employees in technical management and leadership responsibilities.
2. Develops and implements policies and procedures for effective operation of the divisiondepartment consistent with city policies and relevant laws, rules and regulations. Ensures council actions are implemented and recommends municipal policies relating to the physical, economic and social development of the community.
3. Oversees and provides guidance and direction in the evaluation of land use proposals for conformity to established plans, laws and ordinances. Evaluates proposals' development impact as they relate to the adopted plans of the City and makes recommendations and reviews proposed changes in land use plans, zoning and related codes for effectiveness and recommends changes to ensure sound inspection and planning programs.
4. Provides advice and recommendations to city administration and other members of the city's management team.city-department heads. Reviews proposals submitted by management staff and makes appropriate comments and suggestions. Assists city staff in the enforcement of local ordinances and interpreting city codes, ordinances and plans.
5. Works with consultants and other outside individuals/groups involved in studies affecting the physical development of the city. Coordinates special projects and studies.
6. Prepares and writes grant applications as directed.
7. Plans, directs and coordinates multi-departmental communications as needed for the preparation of plans, review of development proposals or other projects as assigned.
8. Responsible for establishing internal procedures for the processing of various development plans, and modifications to municipal regulations and directs the preparation of manuals outlining such procedures, development proposals and long-range community planning activities.
9. Prepares reports, data inventories and interpretations regarding environmental and/or economic impacts, resource or system deficiencies, population and economic base, public facility design, construction inspection and enforcement.
10. Provides leadership and direction in the development of strategic and long-range plans for ~~the~~ Community Development Department consistent with the City's long range plans.
11. Ensures that comprehensive plans, land use codes, building codes and other basic planning and building regulatory resources are complete, up-to-date, and usable by members of the public and staff.

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



**ESSENTIAL FUNCTIONS: (CONTINUED)**

12. Serves as a member of the City's ~~senior~~ management team. Attends and participates in ~~department head meetings~~, City Council meetings, work sessions and a variety of other meetings as needed or directed.
13. Acts as a department representative to various community citizen advisory boards and to the City Council; presents results of studies and recommendations regarding development, land use, comprehensive planning and other issues.
14. Responsible for preparation and submittal of proposed departmental budget, authorizing departmental expenditures and monitoring actual expenses to ensure compliance with adopted budgetary authority.
15. Actively supports decisions he/she is involved in making, even when he/she may not fully agree.
16. Assists in the enforcement of local ordinances and in interpreting local codes and ordinances.
17. Provides research and other needed material related to policy decisions.
18. Responds to citizen and City staff inquiries and concerns.
19. Makes public presentations.
20. Conducts special projects as assigned.
21. Performs other duties as directed or as the situation dictates.

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed indoors and outdoors and requires routine walking, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to tolerate an indoor and outdoor work environment, which includes contact with dirt, dust, noise and inclement weather conditions.

An incumbent must have the ability to lift various office supplies and related equipment weighing 25 pounds. Incumbent must have the ability to operate a motor vehicle and maneuver rough terrain on foot. Work hours may occasionally be required in times of darkness. Vision abilities include close vision, distance vision, depth perception, and the ability to adjust focus. Hearing abilities correctable to normal level. The noise and odor level may be moderate to intense depending on activity performed.

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

1. Graduation from an accredited four-year college or university with a degree in planning, public administration, business administration, civil engineering or closely related field from a U.S. institution accredited by a regionally recognized organization is required. Master's degree is preferred in a similar field.
2. Six years experience of increasingly responsible analytical, administrative and/or management experience preferably with a municipal government.
3. Three (3) years of supervisory or management experience is preferred.
4. The city may accept any equivalent combination of education and experience.



**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge and understanding of modern theories, principles and best practices of city planning, urban planning and development; redevelopment; site planning and architectural design techniques and methods; building inspections and safety; laws underlying general plans, zoning, land divisions and code enforcement.
2. Understanding of municipal government structure and function as well as knowledge of procedures, standards and current developments in effective city government.
3. Ability to analyze and develop policies related to community development.
4. Ability to supervise, manage, lead and coordinate activities of a growing, complex and evolving organization and ability to supervise the work of administrative and technical level subordinates.
5. Ability manage a complicated work program so that demands are matched to resources and work assignments are completed in a thorough, complete manner within established time-frames and the ability to handle numerous projects, which often have demanding requirements and tight time schedules.
6. Ability to anticipate needs, respond with workable solutions and implement new ideas in cooperation with other staff members to maintain departmental efficiency and responsiveness.
7. Experience in interpreting, applying and enforcing codes and in administrative and procedural guidelines for department personnel related to code interpretation and inspection standards.
8. Ability to be adaptable, resilient, a proactive executive team member, persistent and able to comprehend broad policy objectives, while remaining apolitical.
9. Ability to handle stressful situations and effectively deal with difficult or angry people.
10. Knowledge of research methods and statistics.
11. Skills in modern management principles and practices of public administration, community planning and federal and state programs.
12. Understanding of the principles and practices of municipal budget preparation and administration.
13. Ability to exercise sound, ethical judgment in evaluating situations and making decisions.
14. Computer literacy.
15. Ability to work independently, as part of the team and with the public.
16. Ability to communicate effectively both orally and in writing.
17. Ability to maintain confidentiality.
18. Ability to work a varying schedule, including evenings, weekends and holidays.
19. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
20. Ability to maintain regular and dependable attendance on the job.

20. —

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Library Director  
**POSITION REPORTS TO:** ~~City Administrator~~ Assistant City Administrator/Director of Community Services  
**POSITION SUPERVISES:** All Employees of the Public Library

### DESCRIPTION:

Under the direction of the Assistant City Administrator/Director of Community Services, responsible for the administration of the La Vista Public Library in a manner consistent with the objectives and policies adopted by the La Vista City Council.

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

1. Responsible for the daily operation of the Library and ~~the execution of~~ approved programmings in a manner that will insure their effectiveness with efficiency and a minimum of cost using the fiscal budget as a guideline.
2. Recommends policies, procedures and activities to improve the image and operation of the La Vista Public Library.
3. Prepares monthly and annual financial and statistical reports for the City, Library Advisory Board, annual state report, and others as requested.
4. ~~Oversees the preparation, management and implementation~~ Responsible for management, assist in preparation and the implementation of the Library budget to includeing encouraging of grant writing byfrom staff members.
5. Selects, assigns, evaluates, promotes or recommends dismissal of library personnel and volunteers so as to assure maximum effectiveness in realizing the goals set forth by the City.
6. ~~Responsible for the m~~ Manages the ment of selection and, purchase, ~~cataloging and distribution~~ of all books and ~~non-book~~ materials, including electronic resources and community appropriate databases, used in the library so as to provide maximum service to the users with minimum cost.
7. Keeping abreast of current professional standards and related subjects dealing with the library operation.
8. Develops, reviews and updates departmental policies and regulations.
9. Participates in community affairs ~~to build relationships~~ as the official representative of the library so as to build relationships that further the purposes of the library and its programs.
10. Supervises ~~all~~ staff members in their assigned job responsibilities, encourages them to contribute thoughts and suggestions through monthlyregular staff meetings, and uppermost, impresses upon staff the importance of good public relations with each patron.
11. Responsible for ascertaining the library needs of the community, ~~and for the development of a responsible book selection program.~~
12. Prepares reports and correspondence and other written documentation as necessary or directed.
13. Responds to citizen and city staff inquiries and concerns related to the Library.
14. ~~Attends department head and City Council meetings and reports as necessary or as directed.~~ Serves as a member of the City's management team. Attends and participates in City Council meetings, work sessions and a variety of other meetings as needed or directed.
15. ~~Responsible as system administrator of the Follett system, involving keeping the automated system upgraded, adding technical services for the public as funds become available.~~
- 16-15. Serves on the Board of Directors of the La Vista Public Library /Metropolitan Community College Condominium Owners Association and liaison to MCC for the ongoing development of the city's partnership with MCC.
- 17-16. Performs other duties as directed or as the situation dictates.

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



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

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

- Work is performed mostly 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 10 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. Must be able to speak clearly at normal rate of conversation.

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

1. Graduation from an accredited college or university with a master's degree in Library Science or related field.
2. Five years experience in professional library administration.
3. Must possess or be able to obtain within one (1) year of employment Nebraska Public Librarian Certification.

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

1. Knowledge of the principles and methods of operation of a public library.
2. Must possess good knowledge of recent developments, current literature and sources of information in the operation of a public library.
3. Understanding of modern office equipment, practices and equipment related to a public library.
4. Ability to plan and direct functions related to the operation of a public library.
5. Ability to prepare complex reports, budgets and presentations.
6. Must be familiar with and able to use Microsoft Office software.
7. Ability to communicate effectively both orally and in writing.
8. Ability to coordinate employee works schedules, staff functions and plan and direct the work of others.
9. Ability to maintain confidentiality.
10. Ability to work a varying schedule, including nights and weekends.
11. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
12. Ability to maintain regular and dependable attendance on the job.

### **Disclaimer:**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Recreation Director  
**POSITION REPORTS TO:** City Administrator/Director of Community Services  
**POSITION SUPERVISES:** Recreation Staff Personnel

### DESCRIPTION:

Under the direction of the City Administrator/Director of Community Services, is responsible for the overall planning, directing and supervision of municipal recreational activities at the Community Center, municipal playgrounds, parks, recreational areas, ball fields, swimming pool and golf course.

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

1. Oversees the daily operation of municipal recreation programs and facilities.
2. Supervises both full time and part-time staff.
3. Evaluates effectiveness of recreation areas, facilities, and services; studies local conditions and develops immediate and long range plans and goals to meet the recreational needs of all age groups.
4. Responsible for hiring, training, scheduling, supervising and evaluating employees, and coordinating volunteer activities.
5. Responds to citizen inquires, complaints and information requests.
6. Prepares annual budget and directs expenditure of departmental funds.
7. Assists in inspecting –recreational areas, facilities and equipment to determine safety, adequacy and maintenance needs.
8. Responsible for the development of marketing information designed to attract and enhance participation, including yearly program/facility brochure.
9. Acts as a liaison and staff to the Parks & Recreation Advisory Board.
10. Researches grants and programs of interest to the community in the area of recreation development.
11. Responsible for the development and implementation of Master Parks and Recreation Plan. Also produces an annual program and facility development plan.
12. Oversees the inventory and purchase of equipment and supplies including development of bid specifications.
13. ~~Attends Department Head and City Council meetings and reports as needed.~~ Serves as a member of the City's management team. Attends and participates in City Council meetings, work sessions and a variety of other meetings as needed or directed.
14. Solicits donations and corporate sponsorships.
15. Responsible for maintaining accurate records and evaluation summaries for all programs.
16. Coordinates capital improvement project development and scheduling with Public Works Director.
17. Performs other duties as directed or as the situation dictates.

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



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

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

- Work is performed both indoors and outdoors year round.
- Periodically and during inclement weather, recreation and construction sites may be dusty, noisy and hazardous.
- 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.
- 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.
- Specific vision abilities required by this job 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.
- Incumbents must have the ability to transport themselves to and from recreation sites and lift up to 45 pounds.

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

1. Must possess valid driver's license.
2. Graduation from an accredited university with a bachelor's degree in recreation administration, leisure studies, natural resources administration, public administration or related field.
3. Seven (7) years experience in recreation field; or any equivalent combination of post-bachelor's degree full-time education and experience, with post-bachelor's degree full-time education substituting on a year for year basis for the required experience.
4. Five (5) years supervisory experience.

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

1. Extensive knowledge and understanding of recreation principles, concepts and techniques.
2. Knowledge and understanding of recreational program development and implementation.
3. Knowledge and understanding of -municipal finance and budgeting.
4. Ability to supervise, manage, lead and coordinate activities of a growing, complex and evolving organization and the ability to plan, structure and supervise the work of a large number of subordinates performing varied operations.
5. Knowledge of the principles of organization, administration and personnel management.
6. Ability to prepare and supervise the preparation of clear, accurate, comprehensive recommendations and reports. Effective writing skills and oral skills sufficient to speak to public and deliver presentations.
7. Must possess the insights and skills to achieve program objectives through the efforts of staff and contributed efforts of volunteers.
8. Must possess the ability to plan, execute and evaluate programs on a continuing basis.
9. Ability to establish and maintain effective working relations with city officials, volunteers, members of the public, employees and patrons.
10. Ability to work independently, as part of a team and with the public.
11. Ability to handle confidential information in a sensitive manner.
12. Conflict management skills.
13. ~~Knowledge and understanding of park and ball field maintenance.~~
14. Knowledge and understanding of sports rules and regulations.
15. Computer skills and ability to use MS Office products.
16. Basic mathematical skills.
17. Ability to operate office equipment such as a photocopier, fax machine, -and postage meter.
18. Ability to provide own transportation.
19. Ability to work varying schedules, including evenings, weekends and holidays.
- 20.17. Ability to consistently maintain regular and dependable attendance on the job.

**Disclaimer:**

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

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(Signature)

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## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Community Relations Coordinator  
**POSITION REPORTS TO:** Assistant City Administrator/[Director of Community Services](#)  
**POSITION SUPERVISES:** Community Volunteers, Special Event Personnel, [Web Team](#)

### DESCRIPTION:

Under the direction of the Assistant City Administrator/[Director of Community Services](#) this individual is responsible for the development and execution of organizational public information activities for the City of La Vista. Performs assignments in specialized areas including but not limited to public relations, media relations, community relations, intergovernmental relations, marketing and event planning, [website and social media monitoring and maintenance](#).

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

1. Responsible for developing the public messages and communications tools needed for sustained positive public relations. This includes but is not limited to news releases, quarterly [and weekly](#) newsletter, annual report, [web-pagewebsite and social media](#) content, special events, and media training for staff and elected officials.
2. Supports the Mayor, City Council, City Administrator, Assistant City Administrator/[Director of Community Services](#), and other [members of the city's management team department-directors](#) with communications advice, program promotion, training, counsel and written communications (presentations, talking points, speeches).
3. Counsels elected and appointed City officials concerning public relations aspects of policies, practices, procedures, programs and actions.
4. Responsible for coordinating, directing, and promoting special City events including but not limited to La Vista [DaysDaze](#), Halloween Safe Night, Santa's Sleigh Ride, Holiday Tree Lighting, Arbor Day, [Concerts](#) and Movie Nights. Maintains historical records for same. [Manages and coordinates Executive Committee for execution of all City events](#).
5. Develops, coordinates, and promotes new programs and events.
6. Designs and administers communication plans for public outreach [and engagement](#) around specific citywide projects, programs and issues.
7. Maintains editorial and graphics standards for City public information; assuring effectiveness, clarity and a high standard of quality for all publications and communications emanating from City [divisionsepartments](#).
8. Maintains a press clipping file on City news events/incidents and tracks media response along a variety of indicators (e.g. positive, negative, message portrayed, etc.)
- 8-9. [Primary first point of contact for the media. Acts as the City's Public Information Officer-in-major disasters](#).
- 9-10. Fosters and maintains good working relationships with external groups such as the business community, local chambers of commerce, community groups and the general public.

### 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 mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Employee must be able to transport himself/herself to and from various locations to attend meetings and events.
- 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.



**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS (CONTINUED)**

- 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.
- 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.
- Specific vision abilities required by this job 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 conversational levels
- Note: Physical examination and drug screening tests will follow all conditional offers of employment.

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

1. Equivalent to a Bachelor's degree from an accredited college or university with major course work in journalism, public relations, English, communications, 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. Knowledge of general theories, principles, techniques and objectives of public information including communication, research, journalism, marketing, public relations, graphic design, and organizational communications.
2. Knowledge of local and regional public affairs.
3. Knowledge of fundamentals of photography and video-photography.
4. Knowledge of modern office procedures, methods and equipment, including personal computer.
5. Computer skills, including basic word-processing, spreadsheet, database and desktop publishing skills and ability to use MS Office products.
6. Project management skills.
7. Good organizational skills and the ability to prioritize and handle multiple tasks.
8. Conflict resolution skills.
9. Advanced writing, editing, English usage, spelling, grammar, and punctuation skills to facilitate business letter writing, report preparation and record keeping.
10. Basic mathematical skills.
11. Ability to develop, organize and coordinate a communication program.
12. Ability to gather and verify news information through interview, observation and research.
13. Ability to analyze complex administrative problems, evaluate alternatives and make creative recommendations.
14. Ability to exercise judgment in release of information; give information rapidly, accurately and tactfully.
15. Ability to coordinate and publicize celebrations, exhibits, festivals, facility openings and other events, including the supervision of volunteers and other event personnel.
16. Ability to communicate effectively, both orally and in writing, and in an interesting manner to various audiences.
17. Ability to establish and maintain effective working relationships with City officials, employees, volunteers, the public and news media.
18. Ability to maintain confidentiality.
19. Ability to type 45 words per minute.
20. Ability to apply common sense understanding in carrying out written and oral instructions.
21. Ability to work independently, prioritize work, meet deadlines, and make decisions on the basis of established policies and procedures.
22. Ability to work a varying schedule, including evenings and weekends.
23. Ability to maintain regular and dependable attendance on the job.

**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:** Permit Technician  
**POSITION REPORTS TO:** ~~Office Manager~~/Community Development Director/City Clerk  
**POSITION SUPERVISES:**

### DESCRIPTION:

Under the direction of the Community Development Director, provides administrative support for ~~the~~ Community Development ~~Department~~. Under the direction of the City Clerk-Office Manager, performs general front office duties and provides back-up support to City Hall receptionist.

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

1. Provides general administrative support for Community Development ~~Department~~ to include scheduling inspections and related customer contact via telephone or in person.
2. Processes building, remodeling, electrical, plumbing and mechanical permits.
3. Processes billings for and issues contractor occupation, plumbing and mechanical licenses and maintains current lists of same.
4. Electronically records and maintains information on effective dates of insurance and bond certificates for master plumbers and mechanical contractors.
5. Coordinates Rental Inspection Program to include registration process, inspection process, issuance of rental certificates and maintenance of program files.
6. Accepts applications for rezoning and replatting and prepares case files for the Planner.
7. Publishes notices for Planning Commission and assists with packet preparation.
8. Records and transcribes meeting minutes for the Planning Commission and Board of Adjustment.
9. Prepares monthly building reports.
10. Provides back-up support to City Hall receptionist by answering and handling telephone calls and greeting visitors.
11. Receives and responds to citizen inquiries via telephone or in person.
12. In the absence of the City Hall receptionist performs such duties as: receipting money, opening and closing City Hall, opening and processing mail, and processing various permits and licenses including but not limited to handicapped parking, public assembly, fire/security alarm and occupation Conducts or assists with special projects as required.
13. Performs other duties as directed or as the situation dictates.

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

### ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

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

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- 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. Hearing abilities must be correctable to levels adequate to perform essential functions.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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

1. Graduation from an accredited high school or GED.
2. Minimum two (2) years administrative support experience.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of basic building construction methods and practices preferred.
2. Knowledge of standard office policies and procedures.
3. Basic knowledge of word-processing, spreadsheets and databases, preferably MS Office, Word, Excel and Access.
4. Basic alphabetization and filing skills.
5. Basic money changing skills.
6. Ability to type 60 words per minute.
7. Basic mathematical skills.
8. Ability to effectively communicate and provide information to supervisors, peers and subordinates in person, by telephone, in writing and via email.
9. Ability to be pleasant with supervisors, peers and subordinates and display a good-natured, cooperative attitude.
10. Ability to work effectively as part of a team, making positive contributions to the group and supporting other members.
11. Good telephone and customer service skills.
12. Ability to follow instructions.
13. Ability to read and write proficiently.
14. Ability to work independently without direct supervision.
15. Ability to operate office equipment such as personal computer, postage meter, telephone, photocopier and fax machine.
16. Ability to work a varying schedule, including evenings.
17. Ability to develop constructive and cooperative working relationships with supervisors, peers and subordinates and maintain them over time.
18. Ability to establish and maintain effective working relations with elected and appointed officials and the public.
19. Ability to maintain regular and dependable attendance on the job.

**Disclaimer:**

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

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(Date)



## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Police Chief/Director of Public Safety  
**POSITION REPORTS TO:** City Administrator  
**POSITION SUPERVISES:** Police Command Staff and Fire Chief

**DESCRIPTION:**

This highly professional, responsible and administrative position provides direction and oversight for all functions and activities related to Public Safety including: Police, Fire, 911 Communications, Emergency Management, and Animal Control. Under the general supervision of the City Administrator, the duties of this position are carried out with wide latitude, judgment, and discretion.

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

1. Ensures that goals and operating objectives established by the City Council are attained in a manner consistent with policies, legal requirements and resources available.
2. Provides direction and oversees activities and operations of assigned functions to assure maximum efficiency and effectiveness in meeting established goals and objectives.
3. Works closely with the City Administrator to ensure that internal systems are operating effectively.
4. Provides leadership, direction and guidance in overall financial strategies and organizational priorities.
5. Coordinates and guides citywide strategic processes based on present and future service demands in areas of responsibility.
6. 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.
7. Handles complex sensitive issues and complaints as assigned by the City Administrator in accordance with City policies and applicable laws. Assists the City Administrator in performing a variety of daily management tasks and resolving ongoing management issues.
8. Assists with the development and implementation of short and long term plans to meet the goals and objectives of the City. Assists with overall City operations and recommends policy actions for City Council consideration regarding all aspects of City programs and services. Implements policies established by the Council and provides leadership in problem-solving City-wide issues.
9. Works closely with the City Administrator to communicate a unified commitment to achieving the mission and complies with the values of the organization and assists the City Administrator in communicating information and directives to city personnel regarding policies and programs.
10. Attends and participates in Executive Team Meetings, City Council meetings, work sessions and a variety of other meetings as needed or directed.
11. Participates as an active member of the City Administrator's executive management team by contributing to policy formulation, program development and organization planning.
12. Responsible for directing the execution of major special projects as defined by the City Administrator.
13. 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.
14. 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.

**ESSENTIAL FUNCTIONS (CONTINUED)**

15. Assists with preparation of City Council agendas by reviewing submitted items, preparing resolutions, analyzing materials, recommending changes, ensuring departments submit necessary materials and reviewing final product for quality control.
16. Participates as an active member of the City Administrator's executive management team by contributing to policy formulation, program development and organization planning.
17. Oversees enforcement of those provisions of the La Vista Municipal Code, ordinances, regulations, state and federal laws pertaining to the preservation of law and order, the maintenance of public peace and safety, and the protection of life and property. Participates in complex criminal and other investigations. Assumes direct command in major emergency situations.
18. Assumes full management responsibility for all Public Safety services and activities.
19. Works with the Civil Service Commission in appointment and promotion of all sworn positions.
20. Exercises direct supervision over command staff, and through subordinate supervisors, all other sworn personnel, administrative and support staff.
21. Develops and directs Public Safety policy, procedure, rules, regulations, general orders, programs, systems, operations, goals and objectives.
22. Determines the need for and directs the implementation of educational and training programs for Police Department employees.
23. Evaluates options regarding Public Safety and makes recommendations to the City Administrator.
24. Keeps the City Administrator informed of police operations to ensure a good understanding of programs, and to improve the effective functioning of the Department.
25. Directs the development and implementation of strategic and long range plans for the Police department consistent with the City's long range plans.
26. Responsible for reviewing the proposed departmental budget to the City Administrator; monitors actual expenses to ensure compliance with adopted budgetary authority.
27. Evaluates and analyzes department activities by reviewing reports, cases and statistical data and makes recommendations on such. Supervises special studies and preparation of comprehensive reports.
28. Maintains awareness of modern police methods and administration by attending conferences, conventions and other educational and professional meetings.
29. Plans, organizes and participates in department programs and public functions for the purpose of promoting crime prevention, reducing violence, increasing the level of drug awareness, and improving community / police relations. Actively promotes and implements Community-Based Policing.
30. Serves as liaison with County emergency preparedness director in emergency situations and as liaison with other area law enforcement agencies in enforcement and investigations.
31. Makes public presentations.
32. Serves on the Public Health Board.
33. Performs other duties as directed or as the situation dictates.

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

**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.

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS (CONTINUED)**

- 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.
- Occasionally, the employee may visit construction or work sites, which may be dusty, noisy and hazardous.
- Moderate to high levels of stress may be experienced
- Involves contact with dangerous persons; exposure to hazardous materials, narcotics, loud noises, noxious odors and blood borne pathogens.
- Must be able to effectively use communication devices, crowd and belligerent individual control techniques and devices, and designated firearms and incapacitating agents.

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

1. Bachelor's Degree in public administration or related field with Master's Degree preferred.
2. Minimum of ten (10) years law enforcement experience in a local government agency that demonstrates expertise in all facets of police administration, including at least five (5) years in a command level position. Experience must demonstrate outstanding command leadership and customer focused management with regulatory, budget and proactive, forward thinking and strategic planning skills.
3. Graduation from an advanced management program such as the FBI National Academy, Northwestern School of Police Staff & Command or similar program is preferred.
4. Must possess a valid Driver's license.
5. Must be a U.S. citizen.
6. Must successfully complete all elements of the Civil Service testing and application procedures resulting in selection and appointment to the Civil Service eligibility list.
7. Must have successfully completed the basic supervision and management training from the Nebraska Law Enforcement Training Center (or equivalent).
8. Must successfully become certified as a police officer in Nebraska by the Police Standards Advisory Council within one year of appointment.

**SPECIAL REQUIREMENTS**

1. Must be a resident of the City of La Vista or within its extra territorial zoning jurisdiction.
2. No prior criminal history
3. 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. Understanding of municipal government structure and function as well as knowledge of procedures, standards and current developments in effective city government.
2. Skills in modern management principles and practices of public administration, community planning and federal and state programs.
3. Excellent leadership and communication skills.
4. Strong critical thinking and strategic planning skills necessary in order to develop and implement citywide and department mission, goals and procedures.
5. Experience of a high level for strategic planning, financial and budgetary processes, capital improvement program management, intergovernmental relations, labor relations/negotiations/contract administration, and land use and traffic and transportation issues.



**KNOWLEDGE, SKILLS AND ABILITIES (CONTINUED)**

6. Outstanding interpersonal skills to provide effective leadership to subordinates.
7. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
8. Ability to provide effective leadership and maintain cooperation and interaction between city departments.
9. Knowledge of personnel laws, principles and procedures and skills in training, supervision, employee counseling/discipline, classification and personnel policies.
10. The ability to evaluate and make recommendation on municipal programs, policies and operational needs.
11. Ability to accomplish tasks in a timely manner to meet deadlines.
12. Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.
13. Ability to effectively delegate responsibility to subordinates.
14. Ability to articulate and promote the City's strategic positions.
15. Strong ability to maintain confidences and routinely handle extremely sensitive and political information; skills in human relations, diplomacy, tact and negotiating.
16. Ability to work independently, as part of a team, and with the public.
17. Ability to collect and analyze technical information, evaluates municipal programs, policies, and operational needs; and prepares clear, accurate, comprehensive recommendations and reports.
18. Ability to critically assess situations, resolve problems, and work effectively under stress within deadlines and changes in priorities.
19. Ability to provide own transportation.
20. Ability to resolve conflicts.
21. Ability to maintain regular and dependable attendance and be available for a varying schedule including evenings, weekends and holidays. (Work assignments require attendance at evening meetings, e.g. City Council meetings and attendance at meetings with other agencies, strategic community partners and vendors.)
22. Effective writing skills and sufficient oral skills to speak in public and deliver presentations.
23. Knowledge of applicable state, federal and local ordinances, laws, rules, and regulations.
24. Knowledge and understanding of computer operations.
25. Skill in identifying emerging issues, developing and implementing new approaches and/or refining the department's organization structure to generate desired results as efficiently as possible; ability to anticipate and resolve problems before a crisis ensues.
26. Understanding of the City's political environment and sensitivities; ability to function effectively within that environment.
27. Experience demonstrating the ability to make analytical and reasoned judgments on issues of public sensibility.
28. The position requires a commitment to public service, municipal management, and the ICMA Code of Ethics.
29. 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.
30. Extensive knowledge of the techniques of crime prevention, community policing and law enforcement; including surveillance, investigation, preservation of evidence, and the legal requirements and limitation on police authority. 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.
31. Skill in conducting investigations of a criminal activity.
32. Skill in the use of firearms and other police equipment.

**Contributions this Position Makes to the City**

This position provides highly responsible assistance to the City Administrator and contributes to the success of the City by working closely with the City Administrator's Executive Team on complex and strategic initiatives dealing with Public Safety including: Police, Fire, 911 Communications, Emergency Management, and Animal Control. The Police Chief/Director of Public Safety is responsible for strategic initiatives in regards to Public Safety and City operations as a whole.

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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 Data Entry Clerk  
**POSITION REPORTS TO:** ~~Support Services Commander~~ Police Records Manager-Office Manager  
**POSITION SUPERVISES:**

### DESCRIPTION:

Under the direction of the Police Records Manager-Office Manager~~Support Services Commander~~, performs a variety of record and data processing functions.

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

1. Enters information, police records, correspondence and other documents into the computer system.
2. Professionally answers and routes telephone calls.
3. Monitors front lobby, addresses questions, greets and refers visitors as needed.
4. Performs extensive hard copy and computer filing of documents.
5. Performs computations and basic statistical analysis daily, monthly and quarterly as needed/requested.
6. Monitors police reports for errors and deficiencies.
7. Types dictated reports.
8. Releases photocopies of police reports as appropriate and collects fees.
9. Maintains computer equipment and data files.
10. Monitors and maintains department video security system.
11. Performs other duties as directed or as the situation dictates.

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

### ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The following listed physical demands are representative of those that must be performed and tolerated by an employee, with or without reasonable accommodations to successfully perform the essential functions of this job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally asked to stand and 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 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must possess correctable hearing to normal conversational level.

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

1. Graduation from an accredited high school or GED.
2. Prefer knowledge of and/or experience with law enforcement operations.

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



**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of standard office policies and procedures.
2. Basic alphabetization and filing skills.
3. Basic mathematical skills.
4. Ability, at time of hire, to operate Microsoft Windows and Office 2000 systems, including Word, Access and Excel with a high degree of competency and efficiency.
5. Knowledge of microcomputer systems, network operating systems and the use of application programs.
6. Ability to type 45 words per minute.
7. Ability to input 45k (bits) or 100 records per day.
8. Ability to work with minimal supervision and to follow directions.
9. Ability to read and write proficiently.
10. Ability to maintain confidentiality.
11. Ability to operate office equipment such as a photocopier, fax machine, printers, scanners, etc.
12. Ability to operate dictation equipment and type dictated reports.
13. Ability to learn and understand the flow of information into a contemporary law enforcement records management system.
14. Ability to establish and maintain effective working relations with City officials, fellow employees, patrons, children and members of the public.
15. Ability to consistently maintain regular and dependable attendance.
16. Ability to work varying schedules, including evenings, weekends, and holidays.

**Disclaimer:**

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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:** Director of Public Works  
**POSITION REPORTS TO:** City Administrator  
**POSITION SUPERVISES:** City Engineer/Assistant Public Works Director, Street Superintendent, Park Superintendent, Buildings Superintendent, and Clerical Support Staff

**DESCRIPTION:**

This highly professional, responsible and administrative position provides direction and oversight for all functions and activities related to Streets, Parks and Grounds, Building Maintenance, Sewer, and Engineering. Under the general supervision of the City Administrator, the duties of this position are carried out with wide latitude, judgment, and discretion.

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

1. Ensures that goals and operating objectives established by the City Council are attained in a manner consistent with policies, legal requirements and resources available.
2. Provides direction and oversees activities and operations of assigned functions to assure maximum efficiency and effectiveness in meeting established goals and objectives.
3. Works closely with the City Administrator to ensure that internal systems are operating effectively.
4. Provides leadership, direction and guidance in overall financial strategies and organizational priorities.
5. Coordinates and guides citywide strategic processes based on present and future service demands in areas of responsibility.
6. 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.
7. Handles complex sensitive issues and complaints as assigned by the City Administrator in accordance with City policies and applicable laws. Assists the City Administrator in performing a variety of daily management tasks and resolving ongoing management issues.
8. Assists with the development and implementation of short and long term plans to meet the goals and objectives of the City. Assists with overall City operations and recommends policy actions for City Council consideration regarding all aspects of City programs and services. Implements policies established by the Council and provide leadership in problem-solving City-wide issues.
9. Works closely with the City Administrator to communicate a unified commitment to achieving the mission and complies with the values of the organization and assists the City Administrator in communicating information and directives to city personnel regarding policies and programs.
10. Attends and participates in Executive Team Meetings, City Council meetings, work sessions and a variety of other meetings as needed or directed.
11. Participates as an active member of the City Administrator's executive management team by contributing to policy formulation, program development and organization planning.
12. Responsible for directing the execution of major special projects as defined by the City Administrator.
13. 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.

**ESSENTIAL FUNCTIONS (CONTINUED)**

14. 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.
15. Assists with preparation of City Council agendas by reviewing submitted items, preparing resolutions, analyzing materials, recommending changes, ensuring departments submit necessary materials and reviewing final product for quality control.
16. Attends and participates in Executive Team Meetings, City Council meetings, work sessions and a variety of other meetings as needed or directed.
17. Participates as an active member of the City Administrator's executive management team by contributing to policy formulation, program development and organization planning.
18. Oversees enforcement of those provisions of the La Vista Municipal Code, ordinances, regulations, State and Federal laws pertaining to the construction, operation and maintenance of the City's infrastructure system.
19. In coordination with the Human Resources Division, oversees recruitment, selection, supervision, promotion, discipline, training and review for all Public Works personnel.
20. Exercises direct supervision over division superintendents and, through subordinate supervisors, all other Public Works personnel.
21. Develops and directs Public Works Department policy, procedure, rules, regulations, general orders, programs, systems, operations, goals and objectives.
22. Oversees the coordination and standardization of training and instruction for Public Works personnel that meets Federal, State and local requirements.
23. Evaluates options regarding public works services and makes recommendations to the City Administrator.
24. Keeps the City Administrator informed of public works operations to ensure a good understanding of programs and to improve the effective functioning of the Department.
25. Directs the development and implementation of strategic and long range plans for the Public Works Department consistent with the City's long range plans.
26. Responsible for appropriate record maintenance as required by City, State or Federal regulations.
27. Represents the City and the department as the primary authority regarding public works services and participates in intergovernmental activities including the coordination of appropriate interlocal agreements, serving as a liaison with other local, state and national organizations as required.
28. Develops accurate specifications for the implementation of Public Works Department capital projects and the purchase of capital equipment.
29. Coordinates plan review and building code regulation activities with Community Development.
30. Maintains awareness of modern public works methods and administration by attending conferences, conventions and other educational and professional meetings as budgets permit.
31. Makes public presentations to community groups, professional organizations and other City departments.
32. Performs other duties as directed or as the situation dictates.

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

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

- Work is performed mostly 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.
- 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.
- Must be able to hear and understand voices at normal conversational levels.
- Occasionally, the employee may visit construction or work sites, which may be dusty, noisy and hazardous.
- Must be able to hear and understand voices at normal conversational levels.

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

1. Bachelor's degree with a major in engineering, construction science, public administration or related field with Master's degree preferred.
2. Minimum of eight (8) years work experience in a local government agency including at least five (5) years in a highly responsible (department director, assistant city administrator, or similar) supervisory or management position.
3. Thorough and progressively responsible experience in local government administration with considerable experience in a supervisory capacity.
4. Must possess a valid driver's license.
5. Must possess or be able to acquire a valid Nebraska Street Superintendent Certificate.
6. Any equivalent combination of education and experience which demonstrates the knowledge skills and ability to perform the above described duties will be considered.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Understanding of municipal government structure and function as well as knowledge of procedures, standards and current developments in effective city government.
2. Skills in modern management principles and practices of public administration, community planning and federal and state programs.
3. Excellent leadership and communication skills.
4. Strong critical thinking and strategic planning skills necessary in order to develop and implement citywide and department mission, goals and procedures.
5. Experience of a high level for strategic planning, financial and budgetary processes, capital improvement program management, intergovernmental relations, labor relations/negotiations/contract administration, and land use and traffic and transportation issues.
6. Outstanding interpersonal skills to provide effective leadership to subordinates, and to develop cooperative working relationships with city officials, fellow employees, members of the public, and patrons.
7. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
8. Ability to provide effective leadership and maintain cooperation and interaction between city departments.



**KNOWLEDGE, SKILLS AND ABILITIES (CONTINUED)**

9. Knowledge of personnel laws, principles and procedures and skills in training, supervision, employee counseling/discipline, classification and personnel policies.
10. The ability to evaluate and make recommendation on municipal programs, policies and operational needs.
11. Ability to accomplish tasks in a timely manner to meet deadlines.
12. Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.
13. Ability to effectively delegate responsibility to subordinates.
14. Ability to articulate and promote the City's strategic positions.
15. Strong ability to maintain confidences and routinely handle extremely sensitive and political information; skills in human relations, diplomacy, tact and negotiating.
16. Ability to work independently, as part of a team, and with the public.
17. Ability to collect and analyze technical information, evaluates municipal programs, policies, and operational needs; and prepares clear, accurate, comprehensive recommendations and reports.
18. Ability to critically assess situations, resolve problems, and work effectively under stress within deadlines and changes in priorities.
19. Ability to provide own transportation.
20. Ability to resolve conflicts.
21. Ability to maintain regular and dependable attendance and be available for a varying schedule including evenings, weekends and holidays. (Work assignments require attendance at evening meetings, e.g. City Council meetings and attendance at meetings with other agencies, strategic community partners and vendors.)
22. Effective writing skills and sufficient oral skills to speak in public and deliver presentations.
23. Knowledge of applicable state, federal and local ordinances, laws, rules, and regulations.
24. Knowledge and understanding of computer operations.
25. Skill in identifying emerging issues, developing and implementing new approaches and/or refining the department's organization structure to generate desired results as efficiently as possible; ability to anticipate and resolve problems before a crisis ensues.
26. Understanding of the City's political environment and sensitivities, and the ability to function effectively within that environment.
27. Experience demonstrating the ability to make analytical and reasoned judgments on issues of public sensibility.
28. The position requires a commitment to public service, municipal management, and the ICMA Code of Ethics.
29. Knowledge of and ability to apply the principles, practices, methods, and techniques of modern public works department administration, organization and operations.
30. Comprehensive knowledge of the operation and maintenance of modern public works equipment and technology, including communications systems and vehicles.
31. Ability to analyze the effectiveness of public works services and to recommend and implement improvements.
32. Ability to read building plans and subdivision plats.

**Contributions this Position Makes to the City**

This position provides highly responsible assistance to the City Administrator and contributes to the success of the City by working closely with the City Administrator's Executive Team on complex and strategic initiatives dealing with the City's Public Works Services including: Streets, Parks, Buildings, Fleet, and Sewers. The Director of Public Works is responsible for strategic initiatives in regards to Public Works service delivery and City operations as a whole.

**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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** City Engineer/Assistant Public Works Director  
**POSITION REPORTS TO:** ~~Public Works~~ Director of Public Works  
**POSITION SUPERVISES:** Supervisors and Support Staff of the Department

**DESCRIPTION:**

Under the general direction of the ~~Public Works~~ Director of Public Works, plans, directs and coordinates engineering, funding and scheduling ~~activities~~ relating to City public works improvement projects and private land development projects. Performs administrative work providing management assistance to the ~~Public Works~~ Director of Public Works; acts for and represents the Director in his/her absence.

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

1. Plans, assigns and directs the design and construction of municipal engineering projects.
2. Assists in overall management, administration and supervision of Public Works divisions and Public Works functions.
3. Directs and participates 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.
4. Meets with members of the public, public and private engineers, architects, contractors and owners to explain and discuss operations and projects.
5. Plans and develops future infrastructure for community needs.
6. Assists the Community Development Department with review of platting and zoning applications.
- 5-7. Conducts permit review reviews and compliance inspections for grading and storm water permits for regulatory compliance in land development projects.
- 6-8. Reviews and recommends approval of engineering plans and specifications.
- 7-9. Assists in the preparation and administration of the annual departmental budget.
- 8-10. Assists in the preparation and maintenance of departmental policies and procedures; provides direction to division supervisors regarding programmatic, operational and technical problems and to determine corrective solutions.
- 9-11. Participates in the recruitment, selection, supervision, promotion, discipline, training and review of all public works staff.
- 10-12. Assists in the development of accurate specifications for the implementation of City capital projects and the purchase of capital equipment.
- 11-13. Assists in the preparation of reports, correspondence and other written documentation, including reports required by the City, State or other entities.
- 12-14. Responds to citizen and City staff inquiries and concerns.
- 13-15. Acts on the Public Works Director's behalf by assignment or delegation in Director's absence.
- 14-16. Maintains awareness of modern public works and engineering methods and administration by attending conferences, conventions and other educational and professional meetings as budgets permit.
- 15-17. Serves as a member of the City's management team. Attends and participates in City Council meetings, Planning Commission meetings, work sessions and a variety of other meetings as needed or directed.



City Engineer/Assistant Public Works Director

Position Description

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16-18. Makes public presentations to community groups, professional organizations and other City departments.

17-19. Performs other duties as directed or as the situation dictates.

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

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

Work ~~may be~~ ~~is generally~~ 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 combined with five (5) years of increasingly responsible experience in civil engineering is required.
2. Registration as a Professional Engineer in the State of Nebraska required.
3. Must possess or be able to obtain a valid Nebraska driver's license. Prefer a valid Nebraska class "B" commercial driver's license.
4. A minimum of five years progressively responsible public works experience, including at least three years in an administrative level position.
5. Must possess or be able to acquire a valid Nebraska Street Superintendent Certificate.
6. Must possess or be able to acquire a valid State of Nebraska Responsible Charge Certification.
7. 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 complex civil engineering problems including land and municipal infrastructure development.
- 4-5. In the absence of the Public Works Director, ability to supervise, manage, lead and coordinate activities of a growing, complex and evolving organization and the ability to plan, structure and supervise the work of a large number of subordinates performing varied operations.
- 5-6. Ability to efficiently perform and supervise multiple administrative assignments of overall Department scope.
- 6-7. Ability to interact frequently with the Community Development Department concerning development activities and long range planning.
- 7-8. Ability to handle confidential information in a sensitive manner.
- 8-9. Ability to analyze the effectiveness of public works services and to recommend and implement improvements.

City Engineer/Assistant Public Works Director  
Position Description

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9-10. Ability to prepare and supervise the preparation of clear, accurate, comprehensive recommendations and reports. Effective writing skills and oral skills sufficient to speak in public and deliver presentations.

10-11. Ability to work independently, as part of a team and with the public.

11-12. Ability to enforce ordinances and other regulations with firmness, tact and impartiality.

**KNOWLEDGE, SKILLS AND ABILITIES (CONTINUED)**

12-13. Computer skills and ability to use MS Office Professional programs and computer engineering applications.

13-14. 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.

14-15. 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.

15-16. Ability to maintain regular and dependable attendance on the job.

**Disclaimer:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Pay Range: 18030  
Date: 5/1/2014  
Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** ~~Building Superintendent~~Director of Public Buildings & Grounds  
**POSITION REPORTS TO:** ~~City Administrator~~Director of Public Works  
**POSITION SUPERVISES:** ~~Custodial and Maintenance Staff~~Building Technician and Part Time Janitor

### DESCRIPTION:

Under the direction of the ~~City Administrator~~Director of Public Works, performs public buildings supervision which is responsible for the maintenance and upkeep of municipal buildings ~~and grounds~~.

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

1. Responsible for the daily operation of the ~~Building Maintenance Division~~Public Buildings & Grounds Department, including the supervision and evaluation of custodial and maintenance staff and/or contracted services.
2. Performs routine repairs to equipment involving electrical, plumbing, carpentry, and sheet metal work.
3. Responsible for ensuring municipal facilities are kept clean, orderly and in good repair.
4. Serves as a member of the Board of Directors for the La Vista/Metropolitan Community College Condominium Owners Association.
5. Coordinates facility use with ~~management team~~department heads for major meetings or events requiring special attention.
6. Responsible for preparation and implementation of the ~~Building Division~~Public Buildings & Grounds budget.
7. Assists in planning new municipal facilities.
8. Develops, reviews and updates ~~division~~departmental policies and regulations.
9. Responsible for preparing and maintaining work records and warranty information.
10. Orders all janitorial and maintenance supplies.
11. Responsible for preparing specifications and contracting with outside vendors when required.
12. Administers telephone and voice mail system.
13. Ensures that federal and state mandated inspections are performed in a timely manner.
14. Performs routine building maintenance to all City owned buildings.
15. Responds to evening and weekend emergency calls for maintenance and security and fire alarms.
- ~~16. Oversees the landscaping around the City Complex.~~
- ~~17. Maintains flags.~~
- ~~17. Responsible for snow and ice removal from all walks and handicap parking stalls in the municipal complex.~~
- ~~18. Administers building security system, maintains confidential security and voice mail codes and records and issues all keys to City Hall and the Community Center.~~
- ~~19. Prepares reports and correspondence and other written documentation as necessary or directed.~~
- ~~20. Responds to citizen and city staff inquiries and concerns related to public buildings and grounds.~~
- ~~22. Attends department head and City Council meetings and reports as necessary or as directed.~~
- ~~21. Represents the city at various functions and serves as a liaison with outside agencies and the general public.~~
- ~~22. Performs other duties as directed or as the situation dictates.~~

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



**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

Work is generally performed both indoors and outdoors year round, periodically during inclement weather, work sites may be dusty, noisy and 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 adjust focus. Hearing abilities must be correctable to level adequate to perform essential functions. Incumbents must have the ability to perform very heavy work exerting in excess of 75 pounds of force occasionally, and/or in excess of 50 pounds frequently, and /or in excess of 30 pounds of force constantly to move objects. 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. Graduation from an accredited high school or GED.
2. Must possess or be able to acquire a valid driver's license.
3. FiveTen years of job related experience.
4. Two years supervisory experience.
- 4.5. Associate's or Bachelor's degree in any area is preferred

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Ability to work a varying schedule including evenings, weekends, and holidays when necessary.
2. Understanding of and basic skills of heating and conditioning, plumbing, electrical, carpentry and mechanical systems.
3. Ability to utilize supervisory and management techniques.
4. Ability to prepare and maintain accurate departmental records and reports.
5. Ability to safely operate hand tools, power equipment and machinery.
6. Ability to communicate effectively both orally and in writing.
7. Ability to read and understand blue prints and schematics.
8. Basic computer skills. Basic computer skills, including knowledge of MS Office programs Outlook, Word and Excel; ability to learn other computer skills.
9. Knowledge and understanding of safety principles.
10. Ability to establish and maintain effective working relations with City officials, fellow employees, contractors, patrons and the general public.
11. Ability to maintain regular and dependable attendance on the job, including attendance and job performance for possibly prolonged periods of time when called out on short notice due to weather conditions, emergencies and similar situations of public necessity.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Pay Range: **160216**  
Date: 5/1/2014  
Non-Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: ~~Building Technician~~ **Maintenance Assistant**  
POSITION REPORTS TO: ~~Building Superintendent~~ **Director of Public Buildings & Grounds**  
POSITION SUPERVISES:

### DESCRIPTION:

Under the direction of the ~~Building Superintendent~~ **Director of Public Buildings & Grounds**, performs routine and preventative maintenance at public buildings ~~and grounds~~ and other tasks as assigned.

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

1. Performs preventative maintenance and routine repairs to equipment including electrical, plumbing, HVAC equipment, carpentry, and sheet metal work.
2. Assists in keeping city facilities clean, orderly and in good repair.
3. Assists in preparation for major meetings or events as directed.
4. Performs minor painting jobs.
5. Performs routine building maintenance as directed.
6. In the absence of the ~~Building Superintendent~~ **Director of Public Buildings & Grounds**, responds to night and weekend emergency calls for maintenance on a 24 hours per day, seven days per week basis.
7. In the absence of the ~~Building Superintendent~~ **Director of Public Buildings & Grounds**, responds to security and fire alarms on a 24 hours per day, seven days per week basis.
- ~~8. Performs landscaping duties such as tree and bush trimming and flowerbed maintenance.~~
- ~~9-8.~~ Maintains lawn irrigation system.
- ~~10-9.~~ Assists in snow and ice removal from all walks and handicap parking stalls around municipal facilities.
- ~~11-10.~~ Performs other duties as directed or as the situation dictates.

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

### ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

Work is generally performed both indoors and outdoors year round, periodically during inclement weather, work sites may be dusty, noisy and 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 adjust focus. Hearing abilities must be correctable to level adequate to perform essential functions. Incumbents must have the ability to perform very heavy work exerting in excess of 75 pounds of force occasionally, and/or in excess of 50 pounds frequently, and /or in excess of 30 pounds of force constantly to move objects. 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. Graduation from an accredited high school or GED.
2. ~~Three~~ **Five** years of position related job experience.
3. Must possess and maintain a valid driver's license.

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



**KNOWLEDGE, SKILLS AND ABILITIES**

1. Ability to work a varying schedule, including evenings, weekends and holidays, when necessary.
2. Demonstrated ability to follow simple instructions.
3. Basic skills and understanding of heating, air-conditioning, plumbing, electrical and carpentry work.
4. Ability to read and understand work instructions, training materials, product and equipment labels and warning signs.
5. Ability to safely operate hand tools, power equipment and machinery.
6. Ability to read and understand blue prints and schematics.
7. Basic computer skills, including knowledge of MS Office programs Outlook, Word and Excel; ability to learn other computer skills.
8. Ability to work independently without supervision.
9. Ability to communicate effectively, both orally and in writing.
10. Knowledge and understanding of basic safety principles.
11. Ability to establish and maintain effective working relations with City officials, fellow employees, contractors, patrons and the general public.
12. Ability to maintain regular and dependable attendance on the job, including attendance and job performance for possibly prolonged periods of time when called out on short notice due to weather conditions, emergencies and similar situations of public necessity.

**Disclaimer:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Director of Administrative Services  
**POSITION REPORTS TO:** City Administrator  
**POSITION SUPERVISES:** Finance Director, City Clerk, Human Resources Manager

### **DESCRIPTION:**

This highly professional, responsible and administrative position provides direction and oversight for all functions and activities related to Finance, Human Resources, Information Technology, Insurance/Risk Management and the City Clerk's office. Under the general supervision of the City Administrator, the duties of this position are carried out with wide latitude, judgment, and discretion.

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

1. Ensures that goals and operating objectives established by the City Council are attained in a manner consistent with policies, legal requirements and resources available.
2. Provides direction and oversees activities and operations of assigned functions to assure maximum efficiency and effectiveness in meeting established goals and objectives.
3. Works closely with the City Administrator to ensure that internal systems are operating effectively.
4. Provides leadership, direction and guidance in administrative and financial strategies and priorities.
5. Coordinates and guides citywide strategic processes based on present and future service demands including budget development, investment management, financial analysis and reporting, revenue forecasting, and multi-year financial planning.
6. 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.
7. Handles complex sensitive issues and complaints as assigned by the City Administrator in accordance with City policies and applicable laws. Assists the City Administrator in performing a variety of daily management tasks and resolving ongoing management issues.
8. Assists with the development and implementation of short and long term plans to meet the goals and objectives of the City. Assists with overall City operations and recommends policy actions for City Council consideration regarding all aspects of City programs and services. Implements policies established by the Council and provides leadership in problem-solving City-wide issues.
9. Works closely with the City Administrator to communicate a unified commitment to achieving the mission and complies with the values of the organization and assists the City Administrator in communicating information and directives to city personnel regarding policies and programs.
10. Attends and participates in Executive Team Meetings, City Council meetings, work sessions and a variety of other meetings as needed or directed.
11. Participates as an active member of the City Administrator's executive management team by contributing to policy formulation, program development and organization planning.
12. Responsible for directing the execution of major special projects as defined by the City Administrator.
13. 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.



**ESSENTIAL FUNCTIONS (CONTINUED)**

14. 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.
15. Assists with preparation of City Council agendas by reviewing submitted items, preparing resolutions, analyzing materials, recommending changes, ensuring departments submit necessary materials and reviewing final product for quality control.
16. Participates as an active member of the City Administrator's executive management team by contributing to policy formulation, program development and organization planning.
17. Monitors the Human Resources Division goals, objectives, policies and programs in accordance with City policies, goals and objectives.
18. Oversees Human Resources Division budget including forecasting future needs as well as monitoring and controlling expenditures.
19. Oversees the preparation of the City's Annual Operating and Capital Budget Processes and the City's Comprehensive Annual Financial Report (CAFR) and regular financial statements.
20. Administers and negotiates assigned contracts on behalf of the City; monitors and insures compliance with contract requirements.
21. Responds to and resolves public inquiries and complaints.
22. Handles all issues related to the City's Information Technology functions.
23. Oversees the City's service request system.
24. Oversee the City's technological capabilities related to computer usage, data management, and information systems.
25. Assists with HR related issues and internal investigations for the Police Department.
26. Performs other duties as directed or as the situation dictates.

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

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

- Work is performed mostly 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 10 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.
- Occasionally, the employee may visit construction or work sites, which may be dusty, noisy and hazardous.

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

1. Bachelor's Degree in public administration or related field with Master's Degree preferred.
2. Minimum of eight (8) years work experience in a local government agency including at least five (5) years in a highly responsible (department director, assistant city administrator, or similar) supervisory or management position.
3. Thorough and progressively responsible experience in local government administration with considerable experience in a supervisory capacity.
4. Must possess a valid driver's license.



**EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE (CONTINUED)**

5. Any equivalent combination of education and experience which demonstrates the knowledge skills and ability to perform the above described duties will be considered.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Understanding of municipal government structure and function as well as knowledge of procedures, standards, and current developments in effective city government.
2. Skills in modern management principles and practices of public administration, community planning and federal and state programs.
3. Excellent leadership and communication skills.
4. Strong critical thinking and strategic planning skills necessary in order to develop and implement citywide and department mission, goals and procedures.
5. Experience of a high level for strategic planning, financial and budgetary processes, capital improvement program management, intergovernmental relations, labor relations/negotiations/contract administration, and land use and traffic and transportation issues.
6. Outstanding interpersonal skills to provide effective leadership to subordinates, and to develop cooperative working relationships with city officials, fellow employees, members of the public, and patrons.
7. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
8. Ability to provide effective leadership and maintain cooperation and interaction between city departments.
9. Knowledge of personnel laws, principles and procedures and skills in training, supervision, employee counseling/discipline, classification and personnel policies.
10. The ability to evaluate and make recommendation on municipal programs, policies and operational needs.
11. Ability to accomplish tasks in a timely manner to meet deadlines.
12. Ability to analyze organizational and administrative problems, adopts an effective course of action, and provides leadership to others.
13. Ability to effectively delegate responsibility to subordinates.
14. Ability to articulate and promote the City's strategic positions.
15. Strong ability to maintain confidences and routinely handle extremely sensitive and political information; skills in human relations, diplomacy, tact and negotiating.
16. Ability to work independently, as part of a team, and with the public.
17. Ability to collect and analyze technical information, evaluates municipal programs, policies, and operational needs; and prepares clear, accurate, comprehensive recommendations and reports.
18. Ability to critically assess situations, resolve problems, and work effectively under stress within deadlines and changes in priorities.
19. Ability to provide own transportation.
20. Ability to resolve conflicts.
21. Ability to maintain regular and dependable attendance and be available for a varying schedule including evenings, weekends and holidays. (Work assignments require attendance at evening meetings, e.g. City Council meetings and attendance at meetings with other agencies, strategic community partners and vendors.)
22. Effective writing skills and sufficient oral skills to speak in public and deliver presentations.
23. Knowledge of applicable state, federal and local ordinances, laws, rules, and regulations.
24. Knowledge and understanding of computer operations.
25. Skill in identifying emerging issues; developing and implementing new approaches and/or refining the department's organization structure to generate desired results as efficiently as possible; ability to anticipate and resolve problems before a crisis ensues.



**KNOWLEDGE, SKILLS AND ABILITIES (CONTINUED)**

26. Understanding of the City's political environment and sensitivities, and the ability to function effectively within that environment.
27. Experience demonstrating the ability to make analytical and reasoned judgments on issues of public sensibility.
28. The position requires a commitment to public service, municipal management, and the ICMA Code of Ethics.
29. Knowledge of generally accepted accounting principles and public accounting principles and concepts.
30. Understanding and overall management of City's Information Technology functions and long term Information Technology Planning.

**Contributions this Position Makes to the City**

This position provides highly responsible assistance to the City Administrator and contributes to the success of the City by working closely with the City Administrator's Executive Team on complex and strategic initiatives dealing with the City's Administrative Services including: Finance, Human Resources, Information Technology, Insurance/Risk Management and the City Clerk. The Director of Administrative Services is responsible for strategic administrative and financial planning, management and communication, financial analysis, and forecasting.

**Disclaimer:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Pay Range: **20537**  
Date: 5/1/2014  
Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** City Clerk  
**POSITION REPORTS TO:** ~~Director of Administrative Services~~City Administrator  
**POSITION SUPERVISES:** ~~Office Manager~~Executive Assistant, Accounting Clerk, Permit Tech,  
Secretary/Receptionist  
**STAFF:** ~~Office Manager, Secretary II, Administrative Secretary, Secretary/Receptionist~~

### DESCRIPTION:

Under the direction of the ~~Director of Administrative Services~~City Administrator and in accordance with Section 31.22 of the La Vista Municipal Code, directs, manages and oversees the activities and operations of the City Clerk's office including public service operations and support, records management, licensing and elections.

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

1. Directs, manages and oversees all activities and services in the City Clerk's office including public service operations and support, records management, licensing and elections.
2. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures and allocates resources accordingly.
3. Plans, directs and coordinates the work plan for the City Clerk's office; assigns projects, evaluates work methods and procedures; meets with staff to identify and resolve problems.
4. Prepares, reviews and edits the City Council agenda and minutes; reviews Council agenda and documentation package; ensures compliance with legal requirements.
5. Serves as a member of the City's management team. Attends all City Council meetings and coordinates the recording, transcribing, editing and publication of Council minutes.
6. Maintains custody of official records and archives of the City including ordinances, resolutions, contracts, deeds, insurance documents and minutes; certifies copies as required.
7. Supervises the publication of ordinance and legal notices ensuring compliance with the City Code and State Statutes.
8. Attests, publishes, indexes and files ordinances and resolutions.
9. Serves as the primary signatory of all City checks, executes official City documents and maintains custody of the City seal; deposits City funds in a timely manner consistent with City policies.
10. At the direction of the Civil Service Commission, serves as Civil Service Secretary/Chief Examiner.
11. Oversees the issuance of all City permits and licenses and the collection of all related fees.
12. Oversees the licensing and insuring of all City vehicles.
13. Represents the City Clerk's office to all departments and outside agencies; coordinates the City Clerk's office activities with those of other departments and outside agencies and organizations.
- ~~14. Provides staff assistance to the City Administrator, Assistant City Administrator and assigned Boards and Commissions, as requested.~~
- ~~15-14.~~ Attends and participates in professional group meetings; stays abreast of changing developments and new legislation related to the City Clerk's office and municipal operations.
- ~~16-15.~~ Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- ~~17-16.~~ Performs other duties as assigned~~directed or as the situation dictates.~~

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

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

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

- Work is performed mostly 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 10 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.
- Occasionally, the employee may visit construction or work sites, which may be dusty, noisy and hazardous.

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

1. Graduation from an accredited four year college or university, with major coursework in public administration or a related field.
2. Five years of progressively responsible managerial, supervisory or administrative experience in records management, office management or a related field, preferably in municipal government.
3. Certified Municipal Clerk designation from IIMC.
4. Must possess or be able to acquire a valid driver's license.
5. Must be bondable to the amount specified by statute or City policy.
6. Must be able to acquire State notary status.
7. The City may accept any equivalent combination of education and experience.

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

1. Knowledge of modern office procedures, methods and computer equipment.
2. Basic computer skills, including experience with Microsoft Office (Word, Outlook, Excel, Access and Power Point).
3. Knowledge of Generally Accepted Accounting Principles and understanding of the municipal budgeting process.
4. Knowledge of principles and methods of record keeping and report writing.
5. Ability to communicate effectively, both orally and in writing.
6. Ability to select, supervise, train and evaluate staff.
7. Ability to manage, direct and coordinate the work of staff.
8. Ability to develop and administer an efficient records management system.
9. Ability to prepare clear and concise administrative reports.
10. Ability to research, analyze and evaluate new service delivery methods and techniques.
11. Ability to interpret and apply Federal, State and local policies and laws and regulations.
12. Ability to maintain confidentiality.
13. Ability to exercise sound, ethical judgment in evaluating situations and making decisions.
14. Ability to work independently as part of the team and with the public.
15. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
16. Ability to work a varying schedule, including nights and weekends.
17. Ability to maintain regular and dependable attendance on the job.

**Disclaimer:**

17. 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Finance Director  
**POSITION REPORTS TO:** ~~City Administrator~~ Director of Administrative Services  
**POSITION SUPERVISES:** Accounting Clerk, Account (PT)

**DESCRIPTION:**

Under the direction of the Director of Administrative Services, ~~City Administrator~~, performs advanced accounting tasks and oversees management of the financial affairs of the city. Performs duties of the City Treasurer as outlined in sections 1-309 through 1-313 of the La Vista Municipal Code and in the Nebraska Revised Statutes, as the Code and statutes are amended from time to time.

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

1. Processes and maintains general ledger journal entries and reconciles general ledger accounts to outside documents.
2. Invests all city funds to provide optimal return and calls such when needed for cash flow.
3. Oversees the processing and maintenance of accounts payable vendor information and payments.
4. Maintains a cash management program for the city.
5. Prepares and submits all monthly, quarterly and annual tax reports and prepares employee W-2 forms.
6. Oversees coding of daily cash receipts.
7. Responsible for the supervision and evaluation of accounting staff.
8. Oversees the processing and maintenance of the City's payroll system.
9. Prepares monthly financial statements and balance sheets and bank statement reconciliations.
10. Responsible for monitoring budget expenditures and providing department heads with monthly reports.
11. Administers the City's risk management/safety program.
12. Responsible for contract administration and coordination of the City's contract for computer network services.
13. Maintains fixed asset records.
14. Assures accuracy of accounting and financial data computer input.
15. Responsible for assisting auditors with annual audit and for implementing recommendations.
16. Organizes accounting data for annual audit and assures the development of a proper audit trail for all transactions.
17. Assists with preparation of the annual budget and long range financial planning.
18. Prepares reports and correspondence and other written documentation as necessary or directed.
19. Responsible for monitoring long term debt and principal and interest payments.
20. Responds to citizen and city staff inquiries and concerns related to accounting/finance.
21. Monitors construction fund project expenses and issues short-term debt.
22. Serves as a member of the City's ~~senior~~ management team. Attends and participates in ~~department head meetings~~, City Council meetings, work sessions and a variety of other meetings as needed or directed.
23. Monitors compliance of contract for Keno Operations and provides report of monthly receipts.
24. Monitors and resolves problems related to accounting software.
25. Performs other duties as directed or as the situation dictates.

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



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

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

- Work is performed mostly 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 10 pounds. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus.

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

1. Graduation from an accredited four-year college or university with a degree in accounting, finance or related field.
2. Five years of progressively responsible accounting/finance experience including two years in a supervisory position. Prefer experience in public sector finance.
3. Must be bondable to the amount required by state statute or city policy, which ever is greater.
4. The city may accept any equivalent combination of education and experience, with additional education substituting on a year for year basis for required experience.

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

1. Thorough knowledge of Generally Accepted Accounting Principles.
2. Knowledge of the municipal budgeting process.
3. Knowledge of operational characteristics and activities of a comprehensive municipal finance program, including budgeting, accounting and auditing.
4. The ability to evaluate programs, policies and operational needs.
5. Familiarity with advanced principles and practices of municipal budget preparation, administration, revenue forecasting and analysis, finance and fiscal planning.
6. Familiarity with generally accepted office procedures and behavior.
7. Must be familiar with and able to use computerized accounting software and Microsoft Office software; must be able to efficiently input data and commands by keyboard and mouse (or equivalent).
8. Ability to communicate effectively both orally and in writing.
9. Ability to supervise employees.
10. Ability to maintain confidentiality.
11. Ability to work a varying schedule, including nights and weekends.
12. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
13. Ability to maintain regular and dependable attendance on the job.

### **Disclaimer:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Human Resources Manager  
**POSITION REPORTS TO:** ~~Assistant City Administrator — Administrative Services~~ Director of Administrative Services  
**POSITION SUPERVISES:** Human Resources Generalist

### **DESCRIPTION:**

Under the direction of the Director of Administrative Services, ~~t~~This position manages and directs the daily operation of the City's Human Resources Division ~~department and supervises the position of Human Resources Generalist.~~ Responsibilities for t~~his position includes~~ handlings a variety of HR related components, such as classification and compensation, employee and labor relations, development of training and education programs, recruitment and retention, administration of employee benefits, management of performance reviews, ~~and~~ and worker's compensation, ~~and a~~ Also serves as the in capacity of Deputy City Clerk. ~~Work is performed under the direction of the Assistant City Administrator of Administrative Services~~ Director of Administrative Services ~~and c~~ Considerable judgment, discretion, initiative and independence are exercised in carrying out the daily operations of the division ~~department~~ with efficiency and effectiveness.

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

1. Plans, directs, and manages all Human Resources Department programs and functions including advising executive and management staff regarding sound Human Resources practices and techniques to effectively plan for and manage the City's workforce.
2. Assists in d~~Developing~~ ings, ~~implementings,~~ and monitorings the Human Resources Division's department goals, objectives, policies and programs in accordance with City policies, goals and objectives.
3. Provides analytic and strategic support for labor relations matters and serves as an active member of the City's negotiation team as assigned.
4. Directs and oversees a comprehensive recruitment, selection, and orientation program in accordance with applicable local, state and federal rules and regulations.
5. Plans, directs, and manages a comprehensive employee benefits program, including the administration of contracts and plan documents, and monitors the work of third party administrators.
6. Reviews employee status changes, employee performance reviews, and employee communications.
7. Provides excellent customer service to city division~~departments,~~ personnel and the public ion a variety of human resources topics.
8. Prepares, administers, and maintains the Human Resources Division~~department~~ budgets including forecasting future needs as well as monitoring and controlling expenditures.
9. 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.
10. Keeps the ~~Assistant to the City Administrator~~ Director of Administrative Services properly informed of activities and issues of the division. Prepares for and makes presentations to City staff and the City Council, as necessary.
11. Assists with preparation of City Council packets by reviewing submitted agenda items, preparing resolutions and ordinances, ~~analyzing materials, recommending changes,~~ ensuring departments submit necessary materials and reviewing final product for quality control.
12. Assists with all aspects of City Council meeting preparation and follow-up including but not limited to packets, meeting and legal notifications, letters, reports and filing.
- 11-13. Serves as Deputy City Clerk and acts as City Clerk in his/her absence. May serve as the City Clerk's designee for Civil Service matters, as required.
14. Assists in administrative support of City Clerk functions, including the areas of records management, purchasing and insurance maintenance.
15. Receives and responds to citizen inquiries via telephone or in person.
- 12-16. Prepares reports and correspondence.
- 13-17. Attends City Council meetings and a variety of other special interest meetings as required. Serves as a member of the City's management team. Attends and participates in City Council meetings, work sessions and a variety of other meetings as needed or directed.



**ESSENTIAL FUNCTIONS (CONTINUED):**

- 14.18. 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.
- 15.19. Performs related duties as assigned.

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

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

- Work is performed mostly 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 10 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 or equivalent from an accredited college or university. ~~with a masters degree preferred;~~
2. Minimum of three (3) years work experience in a local government position.
3. Any equivalent combination of education and experience which demonstrates the knowledge skills and ability to perform the above described duties will be considered.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Understanding of municipal government structure and function as well as knowledge of procedures, standards and current developments in effective city government.
2. Excellent leadership, communication and interpersonal skills.
3. Outstanding interpersonal skills to provide effective leadership to subordinates, and to develop cooperative working relationships with city officials, fellow employees, members of the public and patrons.
4. Ability to plan, organize, administer, coordinate, review and evaluate all areas of a comprehensive human resources program including formulating and administering best practices and sound human resources policies, procedures, and programs for all levels of City management and employees.
5. Ability to provide staff support regarding complex, sensitive, or difficult human resources issues requiring a high level of independent judgment, strong analytical skills, strong interpersonal skills, and creativity.
6. Ability to organize and prioritize a variety of projects and multiple tasks in an effective and timely manner, and set priorities to meet critical timelines.
7. Ability to provide own transportation.
8. Ability to resolve conflicts.
- 8-9. Ability to maintain regular and dependable attendance and be available for a varying schedule including evenings, weekends and holidays. (Work assignments require attendance at evening meetings e.g. City Council meetings and attendance at meetings with other agencies, strategic community partners and vendors.)
- 9-10. Knowledge of applicable state, federal and local ordinances, laws, rules and regulations.
- 10-11. Knowledge of the principles of supervision, personnel practices and current City guidelines and policies for all employees.
- 11-12. Understanding of the City's political environment and sensitivities; ability to function effectively within that environment.

**KNOWLEDGE, SKILLS AND ABILITIES (CONTINUED)**

13. Effective writing skills and oral skills sufficient to speak in public and deliver presentations.

~~12-14.~~ Possesses strong technological capabilities related to computer usage, data management, and information systems.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Executive Assistant  
**POSITION REPORTS TO:** ~~Office Manager/Assistant City Administrator~~City Clerk  
**POSITION SUPERVISES:**

### DESCRIPTION:

Under the direction of the ~~City Clerk~~~~Assistant City Administrator~~, this individual serves as Executive Assistant to the Mayor, ~~and~~ City Administrator, ~~Assistant City Administrator and Finance Director~~, performing a variety of administrative and clerical duties. Under the direction of the ~~City Clerk~~Office Manager, performs general front office duties and provides back-up support.

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

1. Provides clerical support to the Mayor, including preparing correspondence, maintaining calendar and coordinating with City Administration.
2. Coordinates City social functions, including employee recognition activities, receptions and other occasions as necessary.
3. Handles all aspects of scheduling and coordinating meetings for City Hall Administrative staff.
4. Makes travel arrangements for elected officials and City Hall Administrative staff.
- ~~5. Assists in coordinating quarterly City newsletter.~~
- ~~6-5.~~ Processes purchase orders for City Hall Administrative staff.
- ~~7-6.~~ Answers telephone and directs calls to appropriate parties or takes messages.
- ~~8-7.~~ Greets visitors, determines nature and purpose of visit in order to direct them appropriately.
- ~~9-8.~~ Receives and responds to citizen inquiries via telephone or in person.
- ~~10-9.~~ Prepares reports and correspondence.
- ~~11-10.~~ Conducts or assists with special projects as required.
- ~~12-11.~~ Performs other duties as directed or as the situation dictates.

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.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- 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.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job 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 conversational levels.

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

1. Graduation from an accredited high school or GED.
2. Associate or Bachelor's degree in any area is preferred. Job related work experience may be substituted for education.
3. Minimum of two years of increasingly responsible office and computer experience is required. Executive or Administrative Assistant experience preferred.

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



**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of modern office procedures, methods and equipment, including personal computer.
2. Computer skills, including basic word-processing, spreadsheet and database skills and ability to use MS Office products.
3. Good organizational skills and the ability to prioritize and handle multiple tasks.
4. Conflict resolution skills.
5. Good public relations and customer service skills.
6. Basic business letter writing, report preparation and record keeping skills.
7. Basic English usage, spelling, grammar and punctuation skills.
8. Basic alphabetization and filing skills.
9. Basic mathematical skills.
10. Ability to maintain confidentiality.
11. Ability to type 65 words per minute.
12. Ability to effectively communicate and provide information to supervisors, peers and subordinates in person, by telephone, in writing and via email.
13. Ability to be pleasant with supervisors, peers and subordinates and display a good-natured , cooperative attitude.
14. Ability to work effectively as part of a team, making positive contributions to the group and supporting other members.
15. Ability to apply common sense understanding in carrying out written and oral instructions.
16. Ability to communicate effectively, both orally and in writing.
17. Ability to work independently, prioritize work, meet deadlines, and make decisions on the basis of established policies and procedures.
18. Ability to operate office equipment such as personal computer, postage meter, photocopier and fax machine.
19. Good telephone and customer service skills.
20. Ability to work a varying schedule, including evenings and weekends.
21. Ability to develop constructive and cooperative working relationships with supervisors, peers and subordinates and maintain them over time.
22. Ability to establish and maintain effective working relations with elected and appointed officials and the public.
23. Ability to maintain regular and dependable attendance on the job.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Secretary/Receptionist  
**POSITION REPORTS TO:** ~~Office Manager~~/City Clerk  
**POSITION SUPERVISES:**

**DESCRIPTION:**

Under the direction of the ~~City Clerk~~~~Office Manager~~, serves as lead receptionist and performs a wide variety of clerical functions.

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

1. Answers telephone and directs calls to appropriate parties or takes messages.
2. Greets visitors, determines nature and purpose of visit in order to direct them appropriately.
3. Receives and responds to citizen inquiries via telephone or in person.
4. Responsible for computerized receipts of all money for permits, parking violations, etc.
5. Opens and processes incoming mail and oversees out-going mail as relates to postage meter operation.
6. Assists with the issuance of various city permits.
7. Performs data entry as assigned. Orders and manages office supplies and makes necessary arrangements for office equipment repair.
8. Provides clerical support for City Administration staff.
9. Receives, processes and reports on handicap parking applications.
10. Prepares monthly reports including: apartment sewer billings, M.U.D. exempt sewer accounts report, yellow tag violation report.
11. In the absence of ~~Permit Technician~~~~Secretary II~~, performs duties including: issuing permits and licenses, processing billings and general clerical support of ~~the~~ Community Development ~~Department~~.
12. Performs general filing assignments, including time cards, pink slips, and accounts payable copies.
13. Stuffs payroll checks for distribution and accounts payable checks for mailing.
14. Performs clerical staff backup as required.
15. Conducts or assists with special projects as required.
16. Performs other duties as directed or as the situation dictates.

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

**ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

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

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- 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. Hearing abilities correctable to levels adequate to perform the essential functions.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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

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

1. Graduation from an accredited high school or GED.
2. Secretarial/receptionist (including cash handling) experience.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of modern office procedures, methods and equipment including personal computer.
2. Computer skills, including basic word-processing, spreadsheet and database skills and ability to use MS Office products.
3. Good public relations, customer service skills and telephone etiquette.
4. Basic alphabetization and filing skills.
5. Basic English usage, spelling, grammar and punctuation skills.
6. Basic money changing skills.
7. Ability to type 45 words per minute.
8. Basic mathematical skills.
9. Ability to effectively communicate and provide information to supervisors, peers and subordinates in person, by telephone, in writing and via email.
10. Ability to be pleasant with supervisors, peers and subordinates and display a good-natured, cooperative attitude.
11. Ability to work effectively as part of a team, making positive contributions to the group and supporting other members.
12. Good telephone and customer service skills.
13. Ability to maintain confidentiality.
14. Ability to apply common sense understanding in carrying out written and oral instructions.
15. Ability to follow instruction.
16. Ability to read and write proficiently.
17. Ability to work independently without direct supervision.
18. Ability to operate office equipment such as personal computer, postage meter, telephones, photocopier and fax machine.
19. Ability to develop constructive and cooperative working relationships with supervisors, peers and subordinates and maintain them over time.
20. Ability to establish and maintain effective working relations with elected and appointed officials and the public.
21. Ability to maintain regular and dependable attendance on the job.

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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:** Accountant  
**POSITION REPORTS TO:** Finance Director  
**POSITION SUPERVISES:**

**DESCRIPTION:**

Under the direction of the Finance Director, performs a wide variety of accounting functions.

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

1. Prepares month-end bank account reconciliations.
2. Prepares and processes month-end journal entries.
3. Maintains fixed asset financial module and reports.
4. Prepares and distributes monthly Council reports.
5. Maintains special assessment files.
6. Assists in designing computer generated special reports.
7. Assists with the annual audit.
8. Assists with annual budget.
9. Assists with account reconciliations.
- 9-10. In the absence of the Accounting Clerk prepares and processes biweekly payroll information, including direct deposit transmission and issuing checks.
- 10-11. Assists with special projects as required.
12. Performs other duties as directed or as the situation dictates.
13. Updates payroll maintenance bi-weekly
14. 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.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- 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.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job 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 levels.

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

1. Professional level accountant with a Bachelor's degree in accounting
2. Minimum of two years of accounting experience or any equivalent of education and experience.

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

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of Generally Accepted Accounting Principles.
2. Knowledge of the municipal budgeting process.
3. Knowledge of standard office policies and procedures.
4. Knowledge of auditing and reconciliation processes.
5. Basic mathematical skills.
6. Ability to maintain confidentiality.
7. Basic knowledge of word-processing, spreadsheets and databases, preferably MS Office, Word, Excel and Access.
8. Ability to read and write proficiently.
9. Ability to apply common sense understanding in carrying out written and oral instructions.
10. Ability to communicate effectively, both orally and in writing.
11. Ability to work independently without direct supervision.
12. Ability to prioritize work, meet deadlines and make decisions on the basis of established policies and procedures.
13. Telephone and customer service skills.
14. Ability to operate office equipment such as personal computer, postage meter, photocopier and fax machine.
15. Ability to establish and maintain effective working relations with City officials, fellow employees, patrons and the general public.
16. Ability to maintain regular and dependable attendance on the job.

**Disclaimer:**

16. 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)



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## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Accounting Clerk  
**POSITION REPORTS TO:** ~~Office Manager~~/Finance Director/City Clerk  
**POSITION SUPERVISES:**

**DESCRIPTION:**

Under the direction of the Finance Director, performs a wide variety of accounting functions. Under the direction of the City Clerk~~Office Manager~~, performs general front office duties and provides back-up support.

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

1. Prepares and processes accounts payable information and issues checks.
2. Maintains vendor files and information.
3. Processes purchase orders.
4. Updates payroll maintenance bi-weekly.
5. Prepares and processes biweekly payroll information, including direct deposit transmission and issuing checks.
6. Processes the bi-weekly pension.
7. Performs data entry, including journal entry input.
8. Reviews daily bank deposits and balances to daily cash receipt reports.
9. Assists with account reconciliations.
10. Prepares annual W2's and 1099 miscellaneous forms.
11. Assists departments with financial software package.
12. Maintains fixed asset records.
13. Ensures the accuracy of accounting and maintains financial data computer input.
14. Assists in annual audit.
15. Prepares and processes all tax statements.
16. A working knowledge of the general ledger system in order to assist in the absence of Finance Director.
17. Answers telephone and directs calls to appropriate parties or takes messages.
18. Greets visitors, determines nature and purpose of visit in order to direct them appropriately.
19. Receives and responds to citizen inquiries via telephone or in person.
20. Addresses inquiries from vendors and staff relating to payments of claims.
21. Addresses inquiries from City employees regarding direct deposit and paycheck issues.
22. Conducts or assists with special projects as required.
23. Performs other duties as directed or as the situation dictates.

**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.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- 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.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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

1. Graduation from an approved high school or GED equivalency,
2. Two years of accounting/bookkeeping experience,

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge of Generally Accepted Accounting Principles.
2. Knowledge of the municipal budgeting process.
3. Knowledge of standard office policies and procedures.
4. Knowledge of auditing and reconciliation processes.
5. Basic mathematical and money changing skills.
6. Basic knowledge of word-processing, spreadsheets and databases, preferably MS Office, Word, Excel and Access.
7. Ability to read and write proficiently.
8. Ability to effectively communicate and provide information to supervisors, peers and subordinates in person, by telephone, in writing and via email.
9. Ability to be pleasant with supervisors, peers and subordinates and display a good-natured, cooperative attitude.
10. Ability to work effectively as part of a team, making positive contributions to the group and supporting other members.
11. Ability to work independently without direct supervision.
12. Good telephone and customer service skills.
13. Ability to operate office equipment such as personal computer, postage meter, photocopier and fax machine.
14. Ability to develop constructive and cooperative working relationships with supervisors, peers and subordinates and maintain them over time.
15. Ability to establish and maintain effective working relations with elected and appointed officials and the public.
16. Ability to maintain regular and dependable attendance on the job.

**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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Human Resources Generalist  
POSITION REPORTS TO: ~~Assistant City Administrator~~ Human Resources Manager  
POSITION SUPERVISES:

### DESCRIPTION:

Under the direction of the ~~\_Human Resources Manager~~ Assistant City Administrator, assists in the provision of human resource services through the performance of administrative support functions involving a variety of highly responsible, confidential, technical and complex duties relating to recruitment, employee maintenance and administration of classification, compensation and benefits programs.

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

1. ~~Assists with~~ is responsible for coordinating all aspects of the recruitment process including posting and advertising vacancies, application review and follow up, testing and interviews, and offers of employment.
2. Coordinates the appropriate paperwork to facilitate the hiring process including background checks, pre-employment drug screens and physicals as applicable.
3. Oversees employee enrollment and orientation in all benefit programs, explaining basic plan provisions, ensuring all forms are completed, and answering inquiries.
4. Develops and maintains a working knowledge of all group benefit programs and establishes and maintains a good working relationship with representatives of the various benefit programs.
5. Coordinates all aspects of benefits administration with the payroll division of the Finance Department.
6. Creates, maintains and closes the official employee personnel files for all full and part-time employees and seasonal employees, ensuring that all appropriate documentation is obtained.
7. Develops and maintains a working knowledge of the City's Personnel Manual and the relationships among personnel rules, departmental rules, labor agreements, administrative policies and employment laws.
8. Assists with coordinating amendments and revisions to the City's Personnel Manual, including issuing approved revisions to departments and helping with employee education regarding changes.
9. Assists in the development of a more extensive New Employee Orientation Program, including familiarizing new employees with the aspects of City government.
10. Oversees the performance evaluation system to ensure all departments receive a monthly employee evaluation list and that evaluations are returned in a timely manner, including related salary adjustment documentation.
11. ~~Assists with a~~ Answers human resource related telephone calls, and, ~~with supervisor discretion,~~ handles inquiries, provides information and assistance to employees and job applicants.
12. ~~Provides clerical support to City Clerk as it pertains to human resource services, including the p~~ Preparation of reports, correspondence and other written documentation as it pertains to human resource services.
13. Assists in the development and update of organizational position descriptions.
14. Conducts or assists with special projects as required.
15. Provides backup assistance in the front office.
16. Performs other duties as directed or as the situation dictates.

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.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- 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.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job 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 conversational levels.

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

1. Prefer graduation from an accredited four-year college or university with major course study in human resources, personnel administration, organizational development or related field; Associate Degree or Specialized Certification in human resources, personnel administration, organizational development and combined position related experience may also be considered.
2. Two years of increasingly responsible office and computer experience is preferred.

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

1. Knowledge of modern office procedures, methods and equipment, including personal computer.
2. Computer skills, including basic word-processing, spreadsheet and database skills and ability to use MS Office products.
3. Good organizational skills and the ability to prioritize and handle multiple tasks.
4. Ability to follow instruction.
5. Basic business letter writing, report preparation, and record keeping skills.
6. Basic English usage, spelling, grammar and punctuation skills.
7. Basic alphabetization and filing skills.
8. Basic mathematical skills.
9. Ability to communicate clearly and concisely, both orally and in writing
10. Ability to listen, demonstrate compassion and relate to employees at all levels.
11. Ability to maintain confidentiality.
12. Ability to type 50 words per minute.
13. Ability to apply common sense understanding in carrying out written and oral instructions.
14. Ability to read and write proficiently.
15. Ability to work independently, prioritize work, meet deadlines, and make decisions on the basis of established policies and procedures.
16. Ability to establish and maintain effective working relations with City officials, fellow employees, and patrons.
17. Ability to maintain regular and dependable attendance on the job.

### **Disclaimer:**

17. 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INSURANCE BROKER AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared approving an agreement with Arthur J. Gallagher & Co. to provide broker services for property, casualty, liability and workers compensation insurance coverages.

**FISCAL IMPACT**

Funding was included in the FY 2014 General Fund budget for insurance consultant/broker fees to facilitate the acquisition and management of insurance coverages as noted above. La Vista's portion of the broker cost will be \$26,615.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On September 3, 2013 the Council authorized that a notice of termination be given to the League Association of Risk Management (LARM), the insurance pool that currently provides the City's property, casualty, liability and workers compensation coverages. The City's commitment with LARM expires on September 30, 2014. Giving this notice was necessary to put the City in a position to explore other insurance coverage options.

An interlocal cooperation agreement between the cities of Hastings, Holdrege, Papillion and La Vista was approved by Council on March 4, 2014. This agreement created an Insurance Service Group and authorized the cities to work collectively with an insurance consultant to jointly select an insurance broker who would market and manage insurance coverages for said cities. The goal of the interlocal is to create an opportunity to improve the product quality and cost efficiency of the insurance coverage for all parties.

Through the insurance consultant, the cities collectively issued a Request for Proposals for Insurance Agency/Broker Services dated March 14, 2014. The RFP described the cities' desired scope of work for an insurance broker. Six proposals were submitted and four brokers were interviewed. Total cost (to be prorated among the four cities) ranged from \$99,750 to \$175,000. The consensus of the interview panel was that a contract be awarded to Arthur J. Gallagher & Co. based on their significant public sector experience, which

includes putting together a cooperative purchasing group of cities in Illinois similar to what we are doing with other cities in Nebraska. Their total proposal cost was \$138,500. A copy of the agreement is attached and copies of the RFP and Gallagher's proposal, which are referenced in the agreement, are available for review in the office of the City Clerk and will be available for review at the City Council meeting.

The next step in the process will be for the broker to issue an RFP on behalf of the cities for insurance coverages based on each city's specifications.

K:/apps/cityhall/cnclrpt/14 ADM Insurance Broker Agreement

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF AN AGREEMENT WITH ARTHUR J. GALLAGHER & CO. FOR INSURANCE BROKER SERVICES THAT INCLUDE MARKETING AND MANAGING INSURANCE COVERAGES FOR THE CITY IN AN AMOUNT NOT TO EXCEED \$26,615.

WHEREAS, Council approved an Interlocal Cooperation Agreement creating an Insurance Service Group with the cities of Hastings, Holdrege, and Papillion on March 4, 2014; and

WHEREAS, said Interlocal Cooperation Agreement called for the cities to work with an insurance consultant to select an insurance broker who would market and manage insurance coverages for said cities; and

WHEREAS, the cities collectively issued an RFP for insurance broker services on March 14 2014; and

WHEREAS, six proposals were received in response to the RFP and four brokers were interviewed; and

WHEREAS, it was the consensus of the interview panel, which consisted of representatives from the four cities, in conjunction with the insurance consultant, that Arthur J. Gallagher & Co. submitted be awarded a contract for broker services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista, Nebraska, hereby approves the broker agreement with Arthur J. Gallagher & Co. in an amount not to exceed \$26,615 and authorizes the Mayor to execute said agreement.

PASSED AND APPROVED THIS 6TH DAY OF MAY 2014.

CITY OF LA VISTA

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

ATTEST:

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



**AGREEMENT FOR  
INSURANCE AGENCY / BROKER SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of La Vista , a Nebraska municipal corporation (hereinafter referred to as "City") and Arthur J. Gallagher Risk Management Services, Inc. (hereinafter referred to as "Broker") (collectively, hereinafter referred to as the "Parties").

**WITNESSETH:**

WHEREAS, insurance agency broker services are necessary to gain access to property, workers' compensation, and liability insurers; and

WHEREAS, the City of Papillion, the City of La Vista (hereinafter referred to as "La Vista"), the City of Holdrege (hereinafter referred to as "Holdrege"), the City of Hastings (hereinafter referred to as "Hastings") (collectively, hereinafter referred to as the "Cities of Nebraska") issued a Request for Proposals for Insurance Agency/Broker Services dated March 14, 2014 ("RFP") attached to this Agreement as **Attachment A**, which describes the Cities of Nebraska's desired scope of work for an insurance broker, as specifically stated in the Scope of Work Section 2-1 ("Services") of the RFP; and

WHEREAS, Broker submitted a Proposal dated March 28, 2014 ("Proposal") attached to this Agreement as **Attachment B**, in response to the Cities of Nebraska's RFP; and

WHEREAS, Broker represents that it is capable and prepared to provide such Services.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

**ARTICLE 1 - TERM**

The term of this Agreement shall commence October 1, 2014 and extend through September 30, 2015 unless otherwise terminated as provided in this Agreement. This Agreement may be extended by mutual agreement of the Parties for up to four (4) additional one (1) year terms by executing an Addendum at least twenty-one (21) days prior to expiration of this or any subsequent term.

**ARTICLE 2 – AGREEMENT ADMINISTRATION**

The Agreement shall be administered by Broker on behalf of City. Broker shall report directly to the Assistant City Administrator or his/her designee.

### **ARTICLE 3 - SERVICE TO BE PERFORMED BY BROKER**

Broker shall perform the Services, as specifically stated in the RFP, and in accordance with provisions of Broker's Proposal, which shall be considered to be approved by City through the award of this Agreement to Broker, such that the insurance coverage for City shall become effective October 1, 2014. Not in limitation of the foregoing sentence, if any provision of Broker's Proposal is contrary to any part of the RFP and not expressly approved by City in this Agreement, said provision shall be deemed rejected by City and not part of this Agreement.

### **ARTICLE 4 – BROKER'S FEES AND PREMIUM PAYMENTS**

City, in consideration of Broker's performance in accordance with this Agreement and the provision of Services outlined in the RFP, agrees to pay Broker a fee of \$26,615, which is City's pro rata share of the total flat annual brokerage fee of \$138,500 as set forth in the Proposal, for all services performed during the initial term of this Agreement. Broker shall bill City for its Services and duties herein quarterly in four (4) equal installments coinciding with City's fiscal year for budget purposes and City shall pay within thirty (30) days of receipt of each quarterly billing. The first bill for Broker's fee and any additional expenses, if any, shall be due no earlier than October 15<sup>th</sup> of any term as set forth in Article 1. If City should extend the Agreement for an additional term or terms as provided herein, the fee to Broker for terms 2 through 5 shall be the same as for the initial term. Invoicing and payment shall be handled in the same manner for all terms.

Broker shall issue a single invoice to City for the total of City's annual insurance premiums, unless otherwise agreed by the Parties. Payments for the insurance premiums shall be considered to be separate from Broker's fees. All insurance premium invoices shall be billed no later than forty-five (45) days prior to the due date to allow adequate time for City's payment. Thereafter, upon receipt of City's payment, made payable to Broker, Broker shall promptly pay the applicable insurance premium to guarantee that all premium payments remain current with the insurance carrier. Broker shall provide City with a receipt of payment within fifteen (15) days of such payment. The first bill for the insurance premiums shall be due no earlier than October 15<sup>th</sup> of any coverage year.

### **ARTICLE 5 - INDEMNIFICATION**

Broker shall, in addition to any other obligation, indemnify City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless City, their agents, elected officials and employees, and each of them, from and against all claims, actions, liabilities, and costs (including without limitation attorney's fees and litigation costs) either in whole or in part arising out of or resulting from any act or omission of Broker, any sub-consultant, or anyone directly or indirectly employed by Broker or for whose acts any of them may be liable in the performance of the Services and the provisions of this Agreement. Any cost or expenses, including attorney's fees, incurred by City to enforce this Agreement shall be borne by Broker.

Upon completion of the Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

## **ARTICLE 6 - INDEPENDENT CONTRACTOR**

Broker undertakes performance of the Services and duties as provided herein as an independent contractor and shall be wholly responsible for the methods of performance. Broker is not and shall not be considered an employee of City. Broker is responsible for all federal, state and local taxes, if any, relating to its compensation hereunder.

## **ARTICLE 7 - COMPLIANCE WITH LAWS**

In performance of the Services and duties herein, Broker shall comply with all applicable regulatory requirements, federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.

## **ARTICLE 8 – BROKER’S INSURANCE**

During the performance of this Agreement and thereafter for a period at least equal to the longest applicable statute of limitations period under Nebraska law, Broker at its sole cost shall maintain its own insurance policies, as listed below, and provide City with certificates of insurance confirming the required protection on standard Acord forms prior to commencing work under this Agreement. Any insurance policy required herein that is cancelled or non-renewed shall be replaced with no gap in protection coverage and a current certificate of insurance shall be provided to City. Broker shall provide written notice to City at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificates and Broker shall provide for uninterrupted coverage in accordance with this Agreement by obtaining equal or greater additional or replacement coverage or coverages. The following insurance coverages shall be written by an insurance company or companies authorized to do business in the State of Nebraska.

1. Workers’ Compensation Insurance: Broker shall procure and maintain Workers’ Compensation Insurance covering all of Broker’s employees with limits meeting all applicable state and federal laws. This coverage shall include Employer’s Liability in the minimum amount of \$500,000 each occurrence. Broker agrees to require any sub-consultant or subcontractors, if any, to maintain the workers’ compensation insurance coverage provided herein.

2. Commercial General Liability: Broker shall procure and maintain Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the general aggregate.

3. Business Automobile Liability: Broker shall procure and maintain Business Automobile Liability Insurance. The minimum limits of coverage shall be \$500,000 for any one accident or loss, combined single limit for bodily injury and property damage. This coverage shall include all owned, hired and non-owned autos.

4. Professional Liability: Broker shall procure and maintain Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this Agreement, including errors and omissions. The minimum limits of coverage shall be \$1,000,000 per occurrence. Any deductibles shall be the responsibility of the insured.

Any deductible amounts shall be the responsibility of Broker.

In the event that Broker's sub-consultants do not have insurance, or do not meet the insurance limits, Broker shall indemnify and hold City harmless for any claim in excess of the sub consultant's insurance coverage, arising out of negligent acts, errors or omissions, or intentional acts of the sub consultants.

#### **ARTICLE 9 - CITY'S RESPONSIBILITIES**

City shall work diligently to provide Broker with all necessary information needed by Broker to perform the duties of this Agreement.

#### **ARTICLE 10 - TERMINATION OF AGREEMENT**

City, notwithstanding anything in this Agreement or any renewal or extension of this Agreement to the contrary, reserves the right to terminate this Agreement with or without cause by providing thirty (30) days written notice of such termination to Broker. Fees payable to Broker under this Agreement shall be calculated on a pro-rata basis for the number of days to the termination date, with any applicable reimbursement remitted to City on or before the termination date. There is no obligation by City to provide written notice to Broker for the non-renewal of the Agreement or any extension hereof.

#### **ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Broker shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from Broker's performance of the Services and provisions of this Agreement to be proprietary unless such information is available from public sources. Broker shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of City or in response to legal process.



## **ARTICLE 12 - INTEGRATION AND MODIFICATION**

This Agreement is adopted by the Parties as a complete and exclusive statement of the terms of the Agreement between the Parties. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Parties pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced in writing signed by both the Parties.

The following documents are made an integral part of this Agreement and incorporated herein:

- A. RFP for Broker Services dated March 14, 2014, attached as Attachment A.
- B. Proposal of Arthur J Gallagher & Co. dated March 28, 2014, attached as Attachment B.

## **ARTICLE 13 – ADDITIONAL COMPENSATION**

City acknowledges that Broker may also be eligible to receive certain commissions and incentive compensation including contingency payments and bonuses as a result of being City's insurance broker (collectively, "Additional Compensations"). The Additional Compensations shall solely come from insurance companies, other intermediaries or other third parties and City shall not have any responsibility therefore. Except as otherwise provided in Article 14 of this Agreement, City consents and agrees to Broker's ability to receive such Additional Compensations, provided that all Additional Compensations directly attributable to City are fully disclosed by Broker on an annual basis at least thirty (30) days before the beginning of any term or renewal term to which the Additional Compensations relate.

## **ARTICLE 14 - COMMISSIONS**

Broker shall use its best efforts to make all insurance placements on behalf of City on a net of commission basis. In the event any insurance carrier will not comply with this request, or it is not in City's best interest, any such commissions shall be disclosed to City and deducted from Broker's fees billed to City. City acknowledges and agrees that any contemplated commission deduction, premium credit request or return of commission to a carrier or City shall be done to accomplish and maintain the total agreed-upon compensation to Broker and is not an inducement to purchase or renew coverage through Broker.

## **ARTICLE 15 - COOPERATION**

Broker shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form.

## **ARTICLE 16 – PERSONNEL / PRIMARY BROKER**

Part of the consideration for this Agreement is the understanding that Richard J. Stokluska and/or Jessica Govic shall be the broker primarily responsible for the services provided to City. Designation of Richard J. Stokluska and/or Jessica Govic as the primary broker for City may be changed only with the prior written approval of City. The departure of Richard J. Stokluska and/or Jessica Govic from Broker shall be considered a substantial failure by Broker to perform in accordance with the terms of this Agreement and shall constitute cause for City's immediate termination of this Agreement. This Agreement is not exclusive and this provision does not preclude City from utilizing the services of any other broker or consultant for risk management or insurance service or advice during the term of this Agreement.

## **ARTICLE 17 – AUDIT**

City shall be entitled to audit the books and records of Broker or any sub-consultant to the extent such book and records relate to the performance of this Agreement or any sub-contract to this Agreement.

Such books and records shall be maintained by Broker for a period of three (3) years from the date of the final payment under this Agreement and by sub-consultant for a period of three (3) years from the date of the final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

## **ARTICLE 18 – MISCELLANEOUS**

1. **Governing Law and Venue.** This Agreement is entered into, under and pursuant to, and is to be construed and enforceable solely in accordance with the laws of the State of Nebraska.
2. **Severability.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for any reason, such provision shall be null and void and severed from the Agreement. In such case, the other provisions shall be unaffected and shall continue to be valid and enforceable.
3. **Assignment.** Except as provided herein, the Parties hereto agree not to assign, sublet or transfer their interest in this Agreement without the written consent of the other and such consent shall not be unreasonably withheld. The Parties further agree that this Agreement binds the Parties, their successors, trustees, assignees and legal representatives.
4. **Titles and Subheadings.** Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5. **Notice.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**As to CITY:**

City of La Vista  
c/o City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128  
(402) 331-4343

**As to BROKER:**

Arthur J Gallagher Risk Management Services, Inc.  
c/o Richard J Stokluska  
The Gallagher Centre  
Two Pierce Place  
Itasca, IL 60143  
(630) 285-4012

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any Party by written notice to the other Party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, shall be deemed received on the next business day. The original of the notice also must be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Broker and City.

6. **Binding Authority.** Broker represents and warrants that the undersigned has authority to execute this Agreement and bind Broker to all terms and conditions therein.

[End of Agreement]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate the day and year first above written.

**City:**

CITY OF LA VISTA,  
A Municipal Corporation

\_\_\_\_\_  
Douglas D. Kindig, Mayor

Attest:

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

**BROKER:**

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

Its: \_\_\_\_\_

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

On \_\_\_\_\_, 2014 before me, Notary, personally appeared \_\_\_\_\_ personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of Arthur J. Gallagher Risk Management Services, Inc. and that by his/her signature on the instrument executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISCUSSION - ARTERIAL STREET IMPROVEMENT PROGRAM	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

Joe Soucie and John Kottmann will present information on a proposed Arterial Street Improvement Program. Revenue from this fee would be used to address an increasing backlog of street reconstruction and expansion projects.

**FISCAL IMPACT**

The Master Fee schedule would change to add this fee to be collected at time of building permit from affected properties. Proceeds, estimated at approximately \$200,000 per year, would be placed into a designated fund for road improvements.

**RECOMMENDATION**

For discussion only.

**BACKGROUND**

In 2004 a study was done by HDR of roadway needs in Douglas and Sarpy Counties. This study concluded that there was a need for \$30 million per year in 2004 dollars growing to \$42 million per year by 2025. This study had many assumptions and generalizations that could be debated but it is clear that funding falls far short of the needs if growth and development is to continue in the Omaha metro area. The base level of federal funding to the MAPA region is \$13 million per year for transportation projects. For several reasons this funding is not expected to increase and federal policies will prioritize this money for multimodal and environmental justice corridors rather than suburban development. Local sources of funds will be required in order to address roadway needs. Omaha and Douglas County implemented an ASIP program in 2006.

Currently Sarpy County is very close to enacting an Arterial Street Improvement Program (ASIP). The City of Papillion has indicated a desire to adopt an ASIP fee as well. Other communities in Sarpy County are less interested.

The program that is presented for discussion is the same as that being considered by Papillion. The fees proposed are the same as Sarpy County and Papillion. These were set to be very close to those being charged by Douglas County and the City of Omaha except that a lower fee is proposed for non-retail commercial and industrial development.

**CITY OF LA VISTA**  
**ARTERIAL STREET IMPROVEMENT PROGRAM (ASIP)**

DRAFT FOR DISCUSSION-APRIL 30, 2014

I. Purpose

In order to provide adequate, safe, and modern street infrastructure to serve the ongoing growth and economic development of the City of La Vista, an Arterial Street Improvement Program (ASIP) is necessary to fund the design and construction of street improvements and appurtenances within the City of La Vista's entire zoning jurisdiction and city limits.

II. Jurisdiction

The City of La Vista will enact the ASIP within its entire zoning jurisdiction and city limits. While the City has its own One & Six Year Road Plan for road improvements, these funds can be used within its corporate city limits and will also allow the City to participate in road improvements within its extra-territorial jurisdiction (ETJ) through an inter-local agreement process with either Sarpy County or another adjoining city or a sanitary and improvement district.

III. ASIP Fund

The City will establish an ASIP Fund in which all ASIP fees collected in the City's entire zoning jurisdiction, and within city limits, will be deposited in the ASIP Fund set up by the Finance Director. This ASIP Fund will be subject to the City's annual budget setting and auditing processes.

IV. Revenue

The following ASIP fees shall be charged and collected by the City of La Vista Building Department: (Note that these fees are still being reviewed by staff)

1. A fee of 0.75% of the building permit valuation shall be charged at the time the building permit is issued, on all new residential construction, including single family dwellings, town homes, and duplexes; and,
2. A fee for mobile home pads in the amount of \$1,000.00 per unit shall be charged when the site is permitted; and,
3. A fee in the amount of \$5,000.00 per development acre for multifamily projects shall be charged when the building permit is issued; and,

4. A fee in the amount of \$5,000.00 per development acre for retail commercial projects shall be charged when the building permit is issued; and,
5. A fee in the amount of \$2,000.00 per development acre for non-retail commercial and industrial projects shall be charged when the building permit is issued.

For the purposes of the ASIP, the term "development acre" shall mean only the area of land located within the lot lines of the lot for which the permit is sought. Development acre specifically excludes all land located within any street right-of-way, any dedicated land such as public parks, and any outlots.

If the City requests the developer to install public street improvements that are not adjacent or contiguous to the boundary of the development area or are not the result of the development's impact, then the ASIP fees generated by building permits issued in the subdivision may be used for such improvements or reimbursed to the subdivision developer. In such instances the City shall require a Subdivision Agreement for each development and shall specify the fees to be collected and may identify the use of such collected funds if a reimbursement is warranted.

## V. Projects

The City Engineer or Public Works Director will refer to the One and Six Year Plan and the Capital Improvement Program of the City or County to select projects and may choose to convene stakeholder groups to provide input on the selection of projects. The City Engineer or Public Works Director will program said projects in the annual ASIP Fund budget to be approved by the City Council.

## VI. Expenditure of ASIP Funds

The City may use any of the following procedures to expend ASIP Funds:

1. Revenue may be accumulated in the ASIP Fund until sufficient funds are accumulated to pay for a project.
2. Bonds may be issued to pay for the costs of projects and ASIP Funds may be used to retire principal and interest on the bonds.
3. Projects may be constructed in phases and ASIP Funds may be used to pay for construction costs as each phase is completed.
4. Funds may be used for matching funds for Federal Aid Projects.
5. Funds may be used for participation in projects through an interlocal agreement.

## VII. Construction Responsibilities and Supervision

The City Engineer shall be responsible for the entire construction process, including right-of-way acquisition, engineering consultant selection, bidding, construction observation, and project close-out and acceptance. The City Engineer will follow the City's standard accounting processes to drawdown ASIP Funds for projects. The City may designate a lead agency for any project with oversight by the City Engineer.

## VIII. Review of the Program

The ASIP shall be reviewed by the City Engineer and stakeholder groups not less often than every five (5) years for possible amendment to project priorities and fee adjustments.

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