

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**December 17, 2019**  
**6:00 P.M.**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
  
- **Service Award: Mitch Beaumont – 10 Years**
  
- **Proclamations**
  - ReRuns R Fun
  - Werner Blue Brigade
  
- **Appointments**
  - Parks & Recreation Advisory Committee – Reappoint Jeff Kupfer, Pat Lodes – 2 year term

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
  2. **Approval of the Minutes of the December 3, 2019 City Council Meeting**
  3. **Monthly Financial Report – October 2019**
  4. **Request for Payment – Commercial Seeding Contractors – Construction Services – 84th Street Redevelopment – \$2,662.50**
  5. **Request for Payment – HDR Engineering Inc. – Professional Services – Project Management for Public Improvements and Other Works – \$1,049.58**
  6. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$7,115.72**
  7. **Request for Payment – Water’s Edge Aquatic Design, LLC – Professional Services – Concept Planning – \$21,540.00**
  8. **Request for Payment – Wellington – Professional Services – 60th Anniversary Celebration – \$9,000.00**
  9. **Approval of Claims**
- 
- **Reports from City Administrator and Department Heads**
  - **Presentation – La Vista Brandprint**
- B. Resolution – Authorize Installation of Stop Sign – 118th Street and Peel Circle**
- C. Resolution – Professional Services Agreement – Pavement Assessment**
- D. Resolution – Authorize Request for Proposals – Community Event Guide – Printing and Mailing Services**
- E. Resolution – Authorize Request for Proposals – 96th Street and 108th Street Pavement Rehabilitation**
- F. Resolution – Authorize Purchase – Two (2) Medium Duty Trucks**
- G. Position Description Update**
- H. Ordinance – Amend Compensation Ordinance**
- **Comments from the Floor**
  - **Comments from Mayor and Council**
  - **Adjournment**

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



**CITY OF LA VISTA**

***CERTIFICATE OF APPRECIATION***

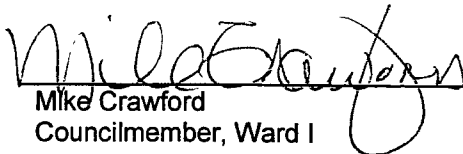
A CERTIFICATE OF APPRECIATION PRESENTED TO **MITCH BEAUMONT OF THE LA VISTA ADMINISTRATION DEPARTMENT**, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

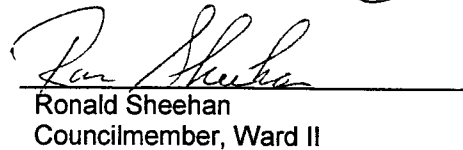
WHEREAS, **Mitch Beaumont** has served the City of La Vista since December 14, 2009; and

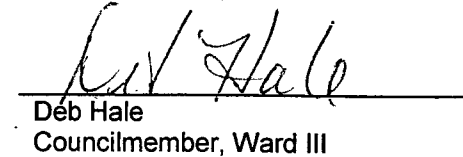
WHEREAS, **Mitch Beaumont's** input and contributions to the City of La Vista have contributed to the success of the City;

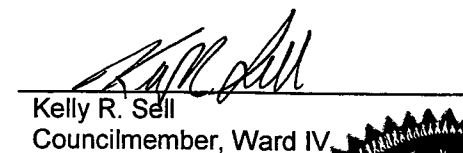
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Mitch Beaumont** on behalf of the City of La Vista for 10 years of service to the City.

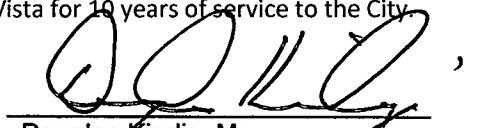
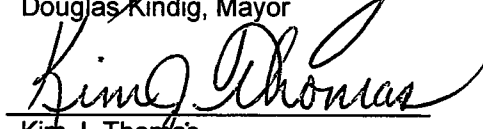
DATED THIS 17TH DAY OF DECEMBER 2019.

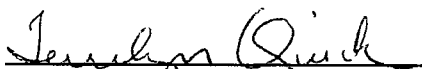
  
Mike Crawford  
Councilmember, Ward I

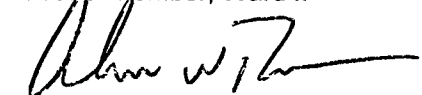
  
Ronald Sheehan  
Councilmember, Ward II

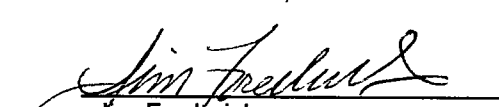
  
Deb Hale  
Councilmember, Ward III

  
Kelly R. Sell  
Councilmember, Ward IV

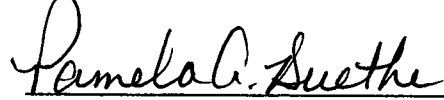
  
Douglas Kindig, Mayor  
  
Kim J. Thomas  
Councilmember, Ward I

  
Terrilyn Quick  
Councilmember, Ward II

  
Alan W. Ronan  
Councilmember, Ward III

  
Jim Frederick  
Councilmember, Ward IV

ATTEST:

  
Pamela A. Buethe, CMC  
City Clerk





## ***PROCLAMATION***

WHEREAS, ReRuns has been a part of this community for over fifteen years; and

WHEREAS, during this time ReRuns has donated over \$4,000,000 to the community at large; and

WHEREAS, when approached about hosting the coat drive distribution last year, ReRuns readily stepped up to host the event and to work with volunteers to sort the donations; and

WHEREAS, by hosting the distribution events, ReRuns has helped provide warmth for local families and significantly contributed to the overall health and wellbeing on the community at large while also maintaining the dignity of and showing respect for those who need a little extra help;

WHEREAS, the City of La Vista wishes to acknowledge and express appreciation for ReRuns' support of our community;

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby recognize ReRuns R Fun for their outstanding contributions to this community.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 17th day of December, 2019.



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Douglas Kindig  
Mayor La Vista

ATTEST:

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Pamela A Buethe, CMC  
City Clerk



## *PROCLAMATION*

WHEREAS, the Werner Blue Brigade is a team of compassionate and committed associates who volunteer their time and talent to serve the community; and

WHEREAS, collectively the Blue Brigade has volunteered countless hours at La Vista community events including the Salute to Summer Community Cookout, the Tree Lighting Soup Supper, and Annual Easter Egg Hunt; and

WHEREAS, their service has contributed greatly to the quality of life, health, and wellbeing of the residents of La Vista and the greater metro area; and

WHEREAS, the City of La Vista wishes to acknowledge and express appreciation for the the Blue Brigade's support of our community;

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby recognize the Werner Blue Brigade for their outstanding contributions to this community.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 17th day of December, 2019.



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Douglas Kindig  
Mayor La Vista

ATTEST:

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Pamela A Buethe, CMC  
City Clerk

# MINUTE RECORD

A-2

No. 729 -- REDFIELD & COMPANY, INC. OMAHA E1310556LD

## LA VISTA CITY COUNCIL MEETING DECEMBER 3, 2019

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on December 3, 2019. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, Finance Director Miserez, Director of Public Works Soucie, City Engineer Dowse, Human Resources Director Trail, and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Times on November 20, 2019. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order, led the audience in the Pledge of Allegiance, and made the announcements

### CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE NOVEMBER 19, 2019 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE NOVEMBER 21, 2019 PLANNING COMMISSION MEETING
4. APPROVAL OF THE MINUTES OF THE NOVEMBER 14, 2019 LIBRARY ADVISORY BOARD MEETING
5. REQUEST FOR PAYMENT – COMMERCIAL SEEDING CONTRACTORS – CONSTRUCTION SERVICES – 84TH ST. REDEVELOPMENT – \$4,471.00
6. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE PARKING FACILITY CA – \$686.82
7. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE PARKING FACILITY CA – \$4,603.36
8. REQUEST FOR PAYMENT – NEBRASKA DEPARTMENT OF TRANSPORTATION – PROFESSIONAL SERVICES – APPLEWOOD CREEK TRAIL – \$69,063.67
9. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTRE PARKING GARAGE NUMBER 2 – \$3,576.00
10. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – CIVIC CENTER PARK PHASE 1 – \$339.71
11. REQUEST FOR PAYMENT – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION – PROFESSIONAL SERVICES – 2019 ANNUAL INVESTMENT VISIONARY LEVEL – \$8,500
12. RESOLUTION NO. 19-157 – CHANGE ORDER NO. 3 (FINAL) – 84TH STREET ACCESS IMPROVEMENTS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 3 TO THE 84TH STREET ACCESS IMPROVEMENTS CONTRACT WITH SWAIN CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR A REDUCTION IN THE FINAL PROJECT AMOUNT OF \$1,273.57 DUE TO THE FINAL PROJECT CALCULATIONS.

WHEREAS, the City has determined it is necessary to reduce the final project contract amount due to final project quantity calculations; and

WHEREAS, the FY19/20 Biennial Budget provides funding for this project; and

WHEREAS, the change order will decrease the contract price by \$1,273.57 to a total of \$546,564.54;

# MINUTE RECORD

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NO. 729 — REDEILD & COMPANY, INC. OMAHA E1310556LD

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 3 to the 84th Street Access Improvements contract with Swain Construction Inc., Omaha, Nebraska, to provide for a reduction in the final project amount of \$1,273.57 due to the final project quantity calculations.

**13. REQUEST FOR PAYMENT – SWAIN CONSTRUCTION – CONSTRUCTION SERVICES – 84TH STREET ACCESS IMPROVEMENTS – \$148,321.63**

**14. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 2 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$1,078.70**

**15. APPROVAL OF CLAIMS**

A & D TECHNICAL, supplies	46.00
AIM INSTITUTE, services	3,539.00
A-RELIEF, services	108.99
ASCAP, services	365.64
ASPEN EQUIPMENT CO, maint.	187.86
AT&T MOBILITY LLC, phones	93.82
BADGER BODY & TRUCK, maint.	104.00
BAUER BUILT INC, maint.	637.36
BLACK HILLS ENERGY, utilities	2,790.89
BLADE MASTERS GROUNDS MNTNC, services	189,534.09
BOOT BARN, apparel	300.00
BS&A SOFTWARE, services	2,500.00
BUETHE, P., services	82.00
CATHERINE DEMES MAYDEW, services	1,495.00
CECILIA RAMIREZ, refund	65.00
CENTURY LINK, phones	401.54
CENTURY LINK BUSN SVCS, phones	328.40
CINTAS CORP, services	353.55
CITY OF OMAHA, services	66,712.80
CITY OF PAPILLION, services	188,687.00
CIVICPLUS, services	530.64
CONTROL MASTERS INC, services	145.00
COX COMMUNICATIONS, INC, services	147.03
CPS HUMAN RESOURCE, services	385.00
D & K PRODUCTS, bld&grnds	850.00
DATASHIELD CORP, services	80.00
DAVID SPARKS, refund	55.00
FASTENAL CO, maint.	28.87
FIRST NAT'L BANK FREMONT, bonds	2,028,997.50
FITZGERALD SCHORR BARMETTLER, services	29,141.50
FOCUS PRINTING, services	13,074.98
GCR TIRES & SERVICE, maint.	360.00
GENERAL FIRE & SAFETY, services	876.00
GREATAMERICA FINANCIAL, services	1,127.00
GROSS BELGIANS INC, services	1,400.00
GT DISTRIBUTORS, INC., services	3,549.40
GUSTAFSON, M., travel	80.17
HAMPTON INN-KEARNEY, travel	2,279.13
HAWKINS CONSTRUCTION CO, services	453,438.29
HDR ENGINEERING INC, services	6,072.45
HEARTLAND TIRES AND TREADS, maint.	1,046.66
HERITAGE CRYSTAL CLEAN LLC, supplies	391.68
J & J SMALL ENGINE SERVICE, maint.	481.78
KIESLER POLICE SUPPLY, services	115.00
KRIHA FLUID POWER CO INC, maint.	535.98
LARSEN SUPPLY CO, supplies	691.08
LAUSTEN JR ROBERT S, services	960.00
LEADS ONLINE LLC, services	2,848.00

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MARCO INC, services	243.54
MENARDS-RALSTON, bld&grnds	358.10
MUD, utilities	2,950.77
MIDWEST RIGHT OF WAY, services	196.96
MOBILITY CENTERS OF NE LLC, maint.	210.00
NE IOWA INDL FASTENERS INC, maint.	2.18
NMC EXCHANGE LLC, maint.	363.07
OFFICE DEPOT INC, supplies	737.70
OMAHA UNITED SOCCER, refund	120.00
OVERHEAD DOOR CO, bld&grnds	457.50
PAPILLION SANITATION, services	1,170.41
PAPILLION TIRE INC, maint.	51.00
ROBEY, P, travel	132.33
PAY-LESS OFFICE, supplies	100.05
PER MAR SECURITY, services	126.00
PITNEY BOWES, services	526.71
PLAINS EQUIPMENT GROUP, maint.	497.35
RDG PLANNING & DESIGN, services	17,337.09
REGAL AWARDS INC, services	44.00
RUFFNER, J., travel	100.50
SCHEMMER ASSOCIATES INC, services	3,985.88
SECURITY EQUIPMENT INC, bld&grnds	389.50
SEFFRON, R., travel	100.50
SUBSURFACE SOLUTIONS, supplies	372.00
SUBURBAN NEWSPAPERS INC, services	1,429.46
SWAIN CONSTRUCTION INC, services	108,800.35
TRACTOR SUPPLY, bld&grnds	205.01
TRADE WELL PALLET, bld&grnds	135.00
TRUCK CENTER COMPANIES, maint.	158.80
UNITE PRIVATE NETWORKS LLC, services	4,896.77
VAN-WALL EQUIPMENT INC, maint.	1,046.32
VERIZON CONNECT NWF, INC, phones	731.25
VIERREGGER ELECTRIC CO, services	709.50
WAL-MART, supplies	651.10

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

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

There were no reports from the City Administrator and Department Heads.

## **SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION - 3RD QUARTER REPORT**

Sarpy County Economic Development Corporation Executive Director Andrew Rainbolt presented the 3rd Quarter Report.

## **B. NEBRASKA MULTI-SPORT COMPLEX - CONDITIONAL USE PERMIT - PRIVATE RECREATIONAL FACILITY**

### **1. PUBLIC HEARING**

At 6:13 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed conditional use permit. Craig Scriven and David Levy, representing the Nebraska Multi-Sport Complex, presented the plan to Council. Discussion was held.

At 7:05 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan,

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

## **2. RESOLUTION**

Councilmember Crawford moved to table this item to an upcoming meeting. Councilmember Thomas seconded the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **C. RESOLUTION – AUTHORIZE EXECUTION OF CONSENT LETTER – EXECUTIVE ORDER 13888**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 19-159 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A CONSENT LETTER AS REQUIRED BY EXECUTIVE ORDER 13888 TO CONTINUE LOCAL REFUGEE RESETTLEMENT.

WHEREAS, on September 26, 2019 President Trump issued Executive Order 13888 requiring written consent from governor and mayors for future resettlement; and

WHEREAS, the City has determined that it is desirable to consent to the resettlement of refugees in La Vista under the Department of State's Reception and Placement Program, and

WHEREAS, there is at least one refugee with family ties in La Vista that has been vetted and cleared for resettlement in the future; and

WHEREAS, three resettlement agencies in Nebraska (Lutheran Family Services of Nebraska, Catholic Social Services of Southern Nebraska and Refugee Empowerment Center) are requesting the consent of the elected chief official of La Vista;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, does hereby authorize the Mayor to execute a consent letter as required by executive order 13888 to continue local refugee resettlement.

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

### **D. RESOLUTION – AUTHORIZE REQUEST FOR PROPOSALS – COMPENSATION STUDY**

Councilmember Crawford introduced and moved for the adoption of Resolution No. 19-160 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR A CLASSIFICATION, COMPENSATION AND BENEFIT STUDY.

WHEREAS, the Mayor and Council have determined that a classification, compensation and benefit study is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for the proposed study; and

WHEREAS, proposals will be due January 3, 2020 with the approval of selected firm by the City Council on February 18, 2020, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for a classification, compensation and benefit study.



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

## **E. RESOLUTION – UPDATE CAPITAL OUTLAY LIST**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 19-161 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING UPDATES TO THE PUBLIC WORKS CAPITAL OUTLAY EQUIPMENT PURCHASES FOR FY20.

WHEREAS, the City Council of the City of La Vista has determined that updating the Public Works capital outlay equipment list for FY20 would benefit the City; and

WHEREAS, the FY19/FY20 Biennial Budget provides funding for the capital equipment purchases; and

WHEREAS, the updates to the Public Works capital outlay equipment list will result in a savings of approximately \$59,600;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska approve updates to the Public Works capital outlay equipment purchases for FY20.

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

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Quick thanked the Council for the opportunity for her and Councilmember Hale to attend the National League of Cities Conference.

Councilmember Frederick thanked staff for their work on the Santa's Sleigh ride activities.

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

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER 2019.

CITY OF LA VISTA

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

ATTEST:

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

A-3

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

**Total All Funds**

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b>OPERATING REVENUES</b>					
General Fund	\$ 19,268,775	\$ 1,008,067	\$ 1,008,067	\$ (18,260,708)	5%
Sewer Fund	4,410,092	362,772	362,772	(4,047,320)	8%
Debt Service Fund	4,037,476	254,417	254,417	(3,783,059)	6%
Capital Improvement Program Fund	22,411	-	-	(22,411)	0%
Lottery Fund	1,206,420	86,068	86,068	(1,120,352)	7%
Economic Development Fund	517	-	-	(517)	0%
Off Street Parking Fund	115,771	950	950	(114,821)	
Redevelopment Fund	2,441,569	207,042	207,042	(2,234,527)	8%
Police Academy	100,083	60,000	60,000	(40,083)	60%
TIF 1A	541,612	-	-	(541,612)	0%
TIF 1B	-	-	-	-	0%
Sewer Reserve Fund	8,937	699	699	(8,238)	8%
Qualified Sinking Fund	625	58	58	(567)	9%
<b>Total Operating Revenues</b>	<b>32,154,288</b>	<b>1,980,074</b>	<b>1,980,074</b>	<b>(30,174,214)</b>	<b>6%</b>

**OPERATING EXPENDITURES**

General Fund	18,932,599	1,208,483	1,208,483	(17,724,116)	6%
Sewer Fund	3,737,941	72,943	72,943	(3,664,998)	2%
Debt Service Fund	3,153,682	35,371	35,371	(3,118,311)	1%
Capital Improvement Program Fund	-	-	-	-	0%
Lottery Fund	710,076	24,906	24,906	(685,170)	4%
Economic Development Fund	137,466	-	-	(137,466)	0%
Off Street Parking Fund	1,241,698	725	725	(1,240,973)	0%
Redevelopment Fund	1,533,687	-	-	(1,533,687)	0%
Police Academy	98,596	9,132	9,132	(89,464)	9%
TIF 1A	541,612	-	-	(541,612)	0%
TIF 1B	-	-	-	-	0%
Sewer Reserve Fund	-	-	-	-	0%
Qualified Sinking Fund	-	-	-	-	0%
<b>Total Operating Expenditures</b>	<b>30,087,357</b>	<b>1,351,559</b>	<b>1,351,559</b>	<b>(28,735,798)</b>	<b>4%</b>

**OPERATING REVENUES NET OF EXPENDITURES**

General Fund	336,176	(200,416)	(200,416)	(536,592)
Sewer Fund	672,151	289,829	289,829	(382,322)
Debt Service Fund	883,794	219,046	219,046	(664,748)
Capital Improvement Program Fund	22,411	-	-	(22,411)
Lottery Fund	496,344	61,162	61,162	(435,182)
Economic Development Fund	(136,949)	-	-	136,949
Off Street Parking Fund	(1,125,927)	226	226	1,126,153
Redevelopment Fund	907,882	207,042	207,042	(700,840)
Police Academy	1,487	50,868	50,868	49,381
TIF 1A	-	-	-	-
TIF 1B	-	-	-	-
Sewer Reserve Fund	8,937	699	699	(8,238)
Qualified Sinking Fund	625	58	58	(567)
<b>Operating Revenues Net of Expenditures</b>	<b>2,066,931</b>	<b>628,515</b>	<b>628,515</b>	<b>(1,438,416)</b>
	-	-	-	-

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

**Total All Funds**

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b>OTHER FINANCING SOURCES &amp; USES</b>					
<b>TRANSFERS IN</b>					
General Fund	100,293	-	-	(100,293)	0%
Sewer Fund	3,000	-	-	(3,000)	0%
Debt Service Fund	214,782	88,131	88,131	(126,651)	41%
Capital Improvement Program Fund	1,142,500	-	-	(1,142,500)	0%
Lottery Fund	-	-	-	-	
Economic Development Fund	-	-	-	-	
Off Street Parking Fund	1,396,911	100	100	(1,396,811)	0%
Redevelopment Fund	200,000	-	-	(200,000)	0%
Police Academy	-	-	-	-	
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	728,630	-	-	(728,630)	0%
Qualified Sinking Fund	450,000	-	-	(450,000)	0%
<b>Total Transfers In</b>	<b>4,236,116</b>	<b>88,231</b>	<b>88,231</b>	<b>(4,147,885)</b>	<b>2%</b>

**TRANSFERS OUT**

General Fund	(1,430,161)	(88,231)	(88,231)	1,341,930	6%
Sewer Fund	(728,630)	-	-	728,630	0%
Debt Service Fund	(1,255,003)	-	-	1,255,003	0%
Capital Improvement Program Fund	-	-	-	-	
Lottery Fund	(822,322)	-	-	822,322	0%
Economic Development Fund	-	-	-	-	
Off Street Parking Fund	-	-	-	-	
Redevelopment Fund	-	-	-	-	
Police Academy	-	-	-	-	
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	-	-	-	-	
Qualified Sinking Fund	-	-	-	-	
<b>Total Transfers Out</b>	<b>(4,236,116)</b>	<b>(88,231)</b>	<b>(88,231)</b>	<b>4,147,885</b>	<b>2%</b>

**NET TRANSFERS**

General Fund	(1,329,868)	(88,231)	(88,231)	1,241,637	7%
Sewer Fund	(725,630)	-	-	725,630	0%
Debt Service Fund	(1,040,221)	88,131	88,131	1,128,352	
Capital Improvement Program Fund	1,142,500	-	-	(1,142,500)	0%
Lottery Fund	(822,322)	-	-	822,322	0%
Economic Development Fund	-	-	-	-	
Off Street Parking Fund	1,396,911	100	100	(1,396,811)	0%
Redevelopment Fund	200,000	-	-	(200,000)	0%
Police Academy	-	-	-	-	
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	728,630	-	-	(728,630)	0%
Qualified Sinking Fund	450,000	-	-	(450,000)	0%
<b>Total Net Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

**Total All Funds**

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b><u>OTHER REVENUE: BOND PROCEEDS</u></b>					
Sewer Fund	-	-	-	-	
Capital Improvement Program Fund	8,500,000	-	-	(8,500,000)	0%
Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
Off Street Parking Fund	-	-	-	-	
Redevelopment Fund	6,500,000	-	-	(6,500,000)	0%
<b>Total Bond Proceeds</b>	<b>18,000,000</b>	<b>-</b>	<b>-</b>	<b>(18,000,000)</b>	<b>0%</b>

**OTHER EXPENDITURES: CAPITAL IMPROVEMENT PROGRAM**

Sewer Fund	50,000	-	-	(50,000)	0%
Capital Improvement Program Fund	9,979,512	467	467	(9,979,045)	0%
Off Street Parking Fund	750,000	48,450	48,450	(701,550)	6%
Redevelopment Fund	10,700,000	25,440	25,440	(10,674,560)	0%
<b>Total Capital Improvement Program</b>	<b>21,479,512</b>	<b>74,356</b>	<b>74,356</b>	<b>(21,405,156)</b>	<b>0%</b>

**OTHER EXPENDITURES: EDP GRANT**

Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
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**NET FUND ACTIVITY**

General Fund	(993,692)	(288,646)	(288,646)	705,046
Sewer Fund	(103,479)	289,829	289,829	393,308
Debt Service Fund	(156,427)	307,177	307,177	463,604
Capital Improvement Program Fund	(314,601)	(467)	(467)	314,134
Lottery Fund	(325,978)	61,162	61,162	387,140
Economic Development Fund	(136,949)	-	-	136,949
Off Street Parking Fund	(479,016)	(48,124)	(48,124)	430,892
Redevelopment Fund	(3,092,118)	181,602	181,602	3,273,720
Police Academy	1,487	50,868	50,868	49,381
TIF 1A	-	-	-	-
TIF 1B	-	-	-	-
Sewer Reserve Fund	737,567	699	699	(736,868)
Qualified Sinking Fund	450,625	58	58	(450,567)
<b>Net Activity</b>	<b>\$ (4,412,581)</b>	<b>554,159</b>	<b>554,159</b>	<b>4,966,740</b>
	-	-	-	-

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

	<b>Total All Funds</b>				<b>% of Budget Used</b>
	<b><u>Budget</u></b> <b><u>(12 month)</u></b>	<b><u>MTD</u></b> <b><u>Actual</u></b>	<b><u>YTD</u></b> <b><u>Actual</u></b>	<b><u>Over(under)</u></b> <b><u>Budget</u></b>	
<b><u>FUND BALANCE</u></b>	<b><u>As of FYE 9/30/20</u></b>		<b><u>As of 10/31/20</u></b>	<b><u>Variance</u></b>	<b><u>Notes</u></b>
General Fund	4,688,168		6,620,134	1,931,966	
Sewer Fund	978,985		1,267,660	288,675	
Debt Service Fund	2,354,279		4,099,359	1,745,080	
Capital Improvement Program Fund	(41,847)		(154,605)	(112,758)	
Lottery Fund	2,900,404		3,572,131	671,727	
Economic Development Fund	70,019		7,043	(62,976)	
Off Street Parking Fund	234,504		1,188,655	954,151	
Redevelopment Fund	2,416,093		6,069,941	3,653,848	
Police Academy	26,360		97,253	70,893	
TIF 1A	(3,420)		5,523	8,943	
TIF 1B	(19,136)		(19,136)	(0)	
Sewer Reserve Fund	1,944,692		1,210,434	(734,258)	
Qualified Sinking Fund	551,125		100,775	(450,350)	
<b>Net Fund Balance</b>	<b>16,100,226</b>	<b>-</b>	<b>24,065,167</b>	<b>7,964,941</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

**General Fund**

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Property Taxes	\$ 8,673,516	\$ 85,755	85,755	\$ (8,587,761)	1%
Sales and use taxes	4,691,663	406,676	406,676	(4,284,987)	9%
Payments in Lieu of taxes	288,922	-	-	(288,922)	0%
State revenue	1,958,268	192,521	192,521	(1,765,747)	10%
Occupation and franchise taxes	883,900	42,938	42,938	(840,962)	5%
Hotel Occupation Tax	1,017,550	157,592	157,592	(859,958)	15%
Licenses and permits	440,250	41,759	41,759	(398,491)	9%
Interest income	28,708	3,037	3,037	(25,671)	11%
Recreation fees	172,710	28,409	28,409	(144,301)	16%
Special Services	19,500	2,246	2,246	(17,254)	12%
Grant Income	150,575	9,513	9,513	(141,062)	6%
Other	943,213	37,622	37,622	(905,591)	4%
<b>Total Revenues</b>	<b>19,268,775</b>	<b>1,008,067</b>	<b>1,008,067</b>	<b>(18,260,708)</b>	<b>5%</b>
<b><u>EXPENDITURES</u></b>					
Administrative Services	555,523	40,978	40,978	(514,545)	7%
Mayor and Council	258,001	25,518	25,518	(232,483)	10%
Boards & Commissions	10,544	89	89	(10,455)	1%
Public Buildings & Grounds	666,644	23,201	23,201	(643,443)	3%
Administration	814,815	54,364	54,364	(760,451)	7%
Police and Animal Control	5,316,825	366,133	366,133	(4,950,692)	7%
Fire	2,181,863	179,661	179,661	(2,002,202)	8%
Community Development	687,211	32,130	32,130	(655,081)	5%
Public Works	3,982,560	275,900	275,900	(3,706,660)	7%
Recreation	887,273	44,685	44,685	(842,588)	5%
Library	908,468	62,723	62,723	(845,745)	7%
Information Technology	289,745	11,347	11,347	(278,398)	4%
Human Resources	1,023,722	47,957	47,957	(975,765)	5%
Public Transportation	109,385	5,564	5,564	(103,821)	5%
Finance	489,213	22,000	22,000	(467,213)	4%
Capital outlay	750,807	16,234	16,234	(734,573)	2%
<b>Total Expenditures</b>	<b>18,932,599</b>	<b>1,208,483</b>	<b>1,208,483</b>	<b>(17,724,116)</b>	<b>6%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>336,176</b>	<b>(200,416)</b>	<b>(200,416)</b>	<b>(536,592)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (Lottery)	100,293	-	-	(100,293)	0%
Operating transfers out (DSF, OSP, CIP)	(1,430,161)	(88,231)	(88,231)	1,341,930	6%
<b>Total other Financing Sources (Uses)</b>	<b>(1,329,868)</b>	<b>(88,231)</b>	<b>(88,231)</b>	<b>1,241,637</b>	
<b><u>NET FUND ACTIVITY</u></b>	<b>\$ (993,692)</b>	<b>\$ (288,646)</b>	<b>\$ (288,646)</b>	<b>\$ 705,046</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

**Sewer Fund**

	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b><u>REVENUES</u></b>					
User fees	\$ 4,277,805	\$ 356,155	356,155	\$ (3,921,650)	8%
Service charge and hook-up fees	128,210	5,770	5,770	(122,440)	5%
Miscellaneous	18	23	23	5	
<b>Total Revenues</b>	<b>4,406,033</b>	<b>361,948</b>	<b>361,948</b>	<b>(4,044,085)</b>	<b>8%</b>
<b><u>EXPENDITURES</u></b>					
Personnel Services	581,719	53,514	53,514	(528,205)	9%
Commodities	39,200	5,516	5,516	(33,684)	14%
Contract Services	2,989,841	6,088	6,088	(2,983,753)	0%
Maintenance	38,584	4,187	4,187	(34,397)	11%
Other	228	-	-	(228)	0%
Storm Water Grant	54,540	-	-	(54,540)	0%
Capital Outlay	33,829	3,637	3,637	(30,192)	11%
<b>Total Expenditures</b>	<b>3,737,941</b>	<b>72,943</b>	<b>72,943</b>	<b>(3,664,998)</b>	<b>2%</b>
<b><u>OPERATING INCOME (LOSS)</u></b>	<b>668,092</b>	<b>289,005</b>	<b>289,005</b>	<b>(379,087)</b>	<b>Note 1</b>
<b><u>NON-OPERATING REVENUE (EXPENSE)</u></b>					
Interest income	4,059	824	824	(3,235)	20%
	4,059	824	824	(3,235)	20%
<b><u>INCOME (LOSS) BEFORE</u></b>					
<b><u>OPERATING TRANSFERS</u></b>	<b>672,151</b>	<b>289,829</b>	<b>289,829</b>	<b>(382,322)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (Lottery Events)	3,000	-	-	(3,000)	0%
Operating transfers out (CIP)	(728,630)	-	-	728,630	0%
Capital Improvement	(50,000)	-	-	50,000	0%
<b>Total other Financing Sources (Uses)</b>	<b>(775,630)</b>	<b>-</b>	<b>-</b>	<b>775,630</b>	<b>0%</b>
<b><u>NET INCOME (LOSS)</u></b>	<b>\$ (103,479)</b>	<b>\$ 289,829</b>	<b>\$ 289,829</b>	<b>\$ 393,308</b>	

**Note 1: Restatement of Operating Income Variance**

Operating Income Variance	289,005
City of Omaha billing in arrears -1 months	(200,000)
Adjusted Operating Income Variance	<u>89,005</u>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

	<b>Debt Service Fund</b>				
	<b><u>Budget</u></b>	<b><u>MTD Actual</u></b>	<b><u>YTD Actual</u></b>	<b><u>Over(under) Budget</u></b>	<b><u>% of Budget Used</u></b>
<b><u>REVENUES</u></b>					
Property Taxes	\$ 1,004,487	\$ 5,068	5,068	\$ (999,419)	1%
Sales and use taxes	2,345,832	203,338	203,338	(2,142,494)	9%
Payments in Lieu of taxes	93,506	-	-	(93,506)	0%
Other (Special Assessments; Fire Reimbursmt)	581,714	42,519	42,519	(539,195)	7%
Interest income	11,937	3,493	3,493	(8,444)	29%
<b>Total Revenues</b>	<b>4,037,476</b>	<b>254,417</b>	<b>254,417</b>	<b>(3,783,059)</b>	<b>6%</b>
<b><u>EXPENDITURES</u></b>					
Administration	12,834	54	54	(12,780)	0%
Fire Contract Bond	121,611	10,008	10,008	(111,603)	8%
Debt service					
Principal	2,605,000	-	-	(2,605,000)	0%
Interest	414,237	25,309	25,309	(388,928)	6%
<b>Total Expenditures</b>	<b>3,153,682</b>	<b>35,371</b>	<b>35,371</b>	<b>(3,118,311)</b>	<b>1%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>883,794</b>	<b>219,046</b>	<b>219,046</b>	<b>(664,748)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF Hwy Alloc)	214,782	88,131	88,131	(126,651)	41%
Operating transfers out (CIP, OSP)	(1,255,003)	-	-	1,255,003	0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,040,221)</b>	<b>88,131</b>	<b>88,131</b>	<b>1,128,352</b>	
<b><u>NET FUND ACTIVITY</u></b>	<b>\$ (156,427)</b>	<b>\$ 307,177</b>	<b>\$ 307,177</b>	<b>\$ 463,604</b>	



**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

	<b>Capital Fund</b>				
	<b><u>Budget</u></b>	<b><u>MTD Actual</u></b>	<b><u>YTD Actual</u></b>	<b><u>Over(under) Budget</u></b>	<b><u>% of Budget Used</u></b>
<b><u>REVENUES</u></b>					
Interest income	\$ 22,411	\$ -	\$ -	\$ (22,411)	0%
Grant Income	-	-	-	-	0%
Special Assessment	-	-	-	-	0%
Interagency	-	-	-	-	0%
<b>Total Revenues</b>	<b>22,411</b>	<b>-</b>	<b>-</b>	<b>(22,411)</b>	<b>0%</b>
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>22,411</b>	<b>-</b>	<b>-</b>	<b>(22,411)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF, DSF)	1,142,500	-	-	(1,142,500)	0%
Operating transfers out (DSF)	-	-	-	-	0%
Bond/registered warrant proceeds	8,500,000	-	-	(8,500,000)	0%
Capital outlay	(9,979,512)	(467)	(467)	9,979,045	0%
<b>Total other Financing Sources (Uses)</b>	<b>(337,012)</b>	<b>(467)</b>	<b>(467)</b>	<b>336,545</b>	<b>0%</b>
<b><u>NET FUND ACTIVITY</u></b>	<b>\$ (314,601)</b>	<b>\$ (467)</b>	<b>\$ (467)</b>	<b>\$ 314,134</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

**Lottery Fund**

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Lottery Rev/Community Betterment	\$ 850,000	\$ 59,315	59,315	\$ (790,685)	7%
Lottery Tax Form 51	340,000	23,684	23,684	(316,316)	7%
Event Revenue	-	-	-	-	0%
Interest income	16,420	3,069	3,069	(13,351)	19%
Miscellaneous / Other	-	-	-	-	0%
<b>Total Revenues</b>	<b>1,206,420</b>	<b>86,068</b>	<b>86,068</b>	<b>(1,120,352)</b>	<b>7%</b>
<b><u>EXPENDITURES</u></b>					
Professional Services	219,149	149	149	(219,000)	0%
Salute to Summer	33,693	-	-	(33,693)	0%
Community Events	11,613	459	459	(11,154)	4%
Events - Marketing	29,734	317	317	(29,417)	1%
Recreation Events	4,642	139	139	(4,503)	3%
Concert & Movie Nights	11,145	158	158	(10,987)	1%
City Anniversary Celebration	50,000	-	-	(50,000)	0%
Travel & Training	-	-	-	-	0%
State Taxes	350,000	23,684	23,684	(326,316)	7%
Other	100	-	-	(100)	0%
Capital outlay	-	-	-	-	0%
<b>Total Expenditures</b>	<b>710,076</b>	<b>24,906</b>	<b>24,906</b>	<b>(685,170)</b>	<b>4%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>496,344</b>	<b>61,162</b>	<b>61,162</b>	<b>(435,182)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	-	-	-	-	
Operating transfers out (GF, SF, DSF)	(822,322)	-	-	822,322	0%
<b>Total other Financing Sources (Uses)</b>	<b>(822,322)</b>	<b>-</b>	<b>-</b>	<b>822,322</b>	<b>0%</b>
<b><u>NET FUND ACTIVITY</u></b>	<b>\$ (325,978)</b>	<b>\$ 61,162</b>	<b>\$ 61,162</b>	<b>\$ 387,140</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

	<b>Economic Development</b>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Other Income	\$ -	-	-	-	
Interest income	517	-	-	(517)	
<b>Total Revenues</b>	<u>517</u>	<u>-</u>	<u>-</u>	<u>(517)</u>	
<b><u>EXPENDITURES</u></b>					
Professional Services	75,000	-	-	(75,000)	0%
Debt service: (Warrants)					0%
Principal	-	-	-	-	0%
Interest	62,466	-	-	(62,466)	0%
<b>Total Expenditures</b>	<u>137,466</u>	<u>-</u>	<u>-</u>	<u>(137,466)</u>	<u>0%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>(136,949)</u>	<u>-</u>	<u>-</u>	<u>136,949</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF, DSF)	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	3,000,000	-	-	(3,000,000)	0%
Community Development - Grant	(3,000,000)	-	-	3,000,000	0%
<b>Total other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<b><u>NET FUND ACTIVITY</u></b>	<u>\$ (136,949)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 136,949</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

<b>Off Street Parking</b>					
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Interest income	\$ 771	950	950	179	123%
Other Income	115,000	-	-	(115,000)	0%
<b>Total Revenues</b>	<u>115,771</u>	<u>950</u>	<u>950</u>	<u>(114,821)</u>	<u>1%</u>
<b><u>EXPENDITURES</u></b>					
General & Administrative	220,518	-	-	(220,518)	0%
Professional Services	76,500	641	641	(75,859)	1%
Maintenance	48,769	84	84	(48,685)	0%
Debt service: (Warrants)					
Principal	685,000	-	-	(685,000)	0%
Interest	210,911	-	-	(210,911)	0%
<b>Total Expenditures</b>	<u>1,241,698</u>	<u>725</u>	<u>725</u>	<u>(1,240,973)</u>	<u>0%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>(1,125,927)</u>	<u>226</u>	<u>226</u>	<u>1,126,153</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF, DSF, RDF)	1,396,911	100	100	(1,396,811)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Capital Improvement	(750,000)	(48,450)	(48,450)	701,550	6%
<b>Total other Financing Sources (Uses)</b>	<u>646,911</u>	<u>(48,350)</u>	<u>(48,350)</u>	<u>(695,261)</u>	<u>-7%</u>
<b><u>NET FUND ACTIVITY</u></b>	<u>\$ (479,016)</u>	<u>\$ (48,124)</u>	<u>\$ (48,124)</u>	<u>\$ 430,892</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

<b>Redevelopment Fund</b>					
	<b>Budget</b> <b>(12 month)</b>	<b>MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b><u>REVENUES</u></b>					
Sales and use taxes	\$ 2,345,832	203,338	203,338	(2,142,494)	9%
Franchise Fee & Occupation Tax	29,485	-	-	(29,485)	0%
Interest income	66,252	3,704	3,704	(62,548)	6%
<b>Total Revenues</b>	<b>2,441,569</b>	<b>207,042</b>	<b>207,042</b>	<b>(2,234,527)</b>	<b>8%</b>
<b><u>EXPENDITURES</u></b>					
Community Development	-	-	-	-	0%
Professional Services	200,000	-	-	(200,000)	0%
Financial / Legal Fees	100,500	-	-	(100,500)	0%
Debt service: (Warrants)	-	-	-	-	0%
Principal	505,000	-	-	(505,000)	0%
Interest	728,187	-	-	(728,187)	0%
<b>Total Expenditures</b>	<b>1,533,687</b>	<b>-</b>	<b>-</b>	<b>(1,533,687)</b>	<b>0%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>907,882</b>	<b>207,042</b>	<b>207,042</b>	<b>(700,840)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	200,000	-	-	(200,000)	0%
Operating transfers out (OSP)	-	-	-	-	0%
Bond/registered warrant proceeds	6,500,000	-	-	(6,500,000)	0%
Capital Improvement	(10,700,000)	(25,440)	(25,440)	10,674,560	0%
<b>Total other Financing Sources (Uses)</b>	<b>(4,000,000)</b>	<b>(25,440)</b>	<b>(25,440)</b>	<b>3,974,560</b>	
<b><u>NET FUND ACTIVITY</u></b>	<b>\$ (3,092,118)</b>	<b>\$ 181,602</b>	<b>\$ 181,602</b>	<b>\$ 3,273,720</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

<b>Police Academy Fund</b>					
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Other Income	\$ 100,000	60,000	60,000	(40,000)	60%
Interest income	83	-	-	(83)	0%
<b>Total Revenues</b>	<u>100,083</u>	<u>60,000</u>	<u>60,000</u>	<u>(40,083)</u>	<u>60%</u>
<b><u>EXPENDITURES</u></b>					
Personnel Services	79,672	6,026	6,026	(73,646)	8%
Commodities	3,535	225	225	(3,310)	6%
Contract Services	11,854	2,551	2,551	(9,303)	22%
Other Charges	3,535	330	330	(3,205)	9%
<b>Total Expenditures</b>	<u>98,596</u>	<u>9,132</u>	<u>9,132</u>	<u>(89,464)</u>	<u>9%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>1,487</u>	<u>50,868</u>	<u>50,868</u>	<u>49,381</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF)	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b><u>NET FUND ACTIVITY</u></b>	<u>\$ 1,487</u>	<u>\$ 50,868</u>	<u>\$ 50,868</u>	<u>\$ 49,381</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

	<b>TIF 1A</b>				
	<b><u>Budget</u></b> <b><u>(12 month)</u></b>	<b><u>MTD</u></b> <b><u>Actual</u></b>	<b><u>YTD</u></b> <b><u>Actual</u></b>	<b><u>Over(under)</u></b> <b><u>Budget</u></b>	<b><u>% of Budget</u></b> <b><u>Used</u></b>
<b><u>REVENUES</u></b>					
Property Tax	\$ 541,612	-	-	(541,612)	0%
Interest income	-	-	-	-	0%
<b>Total Revenues</b>	<b>541,612</b>	<b>-</b>	<b>-</b>	<b>(541,612)</b>	<b>0%</b>
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
Contract Services	5,416	-	-	(5,416)	0%
Debt service: (Warrants)					
Principal	313,710	-	-	(313,710)	0%
Interest	222,486	-	-	(222,486)	0%
<b>Total Expenditures</b>	<b>541,612</b>	<b>-</b>	<b>-</b>	<b>(541,612)</b>	
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b><u>NET FUND ACTIVITY</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

	<b>TIF 1B</b>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Property Tax	\$			-	0%
Interest income				-	0%
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
Contract Services	-	-	-	-	0%
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in				-	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b><u>NET FUND ACTIVITY</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	



**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

<b>Sewer Reserve Fund</b>					
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Interest income	\$ 8,937	699	699	(8,238)	8%
<b>Total Revenues</b>	<u>8,937</u>	<u>699</u>	<u>699</u>	<u>(8,238)</u>	<u>8%</u>
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>8,937</u>	<u>699</u>	<u>699</u>	<u>(8,238)</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	728,630	-	-	(728,630)	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>728,630</u>	<u>-</u>	<u>-</u>	<u>(728,630)</u>	
<b><u>NET FUND ACTIVITY</u></b>	\$ <u>737,567</u>	\$ <u>699</u>	\$ <u>699</u>	\$ <u>(736,868)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the one month ending October 31, 2019**  
**8% of the Fiscal Year 2020**

		Qualified Sinking Fund				
		<u>Budget</u> <u>(12 month)</u>	MTD <u>Actual</u>	YTD <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>
<u>REVENUES</u>						
Interest income	\$	<u>625</u>	<u>58</u>	<u>58</u>	<u>(567)</u>	<u>9%</u>
Total Revenues		<u>625</u>	<u>58</u>	<u>58</u>	<u>(567)</u>	<u>9%</u>
<u>EXPENDITURES</u>						
Other		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<u>REVENUES NET OF EXPENDITURES</u>		<u>625</u>	<u>58</u>	<u>58</u>	<u>(567)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>						
Operating transfers in		450,000	-	-	(450,000)	0%
Operating transfers out		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total other Financing Sources (Uses)		<u>450,000</u>	<u>-</u>	<u>-</u>	<u>(450,000)</u>	
<u>NET FUND ACTIVITY</u>		\$ <u>450,625</u>	\$ <u>58</u>	\$ <u>58</u>	\$ <u>(450,567)</u>	

Commercial Seeding Contractors  
26365 Reichmuth Circle  
Valley, NE 68064

A-4 Invoice

Date	Invoice #
11/26/2019	22552

Bill To
City of LaVista Attn: Pat Dowse 8116 Park View Boulevard LaVista, NE 68128



P.O. No.	Terms	Project			
		84th St Redevelopment			
Quantity	Description	U/M	Rate	Amount	
1	1. Mobilization (Each) - 11/26/19		500.00	500.00	
10	2. Clean Inlet Filters (Each) - 11/26/19		50.00	500.00	
150	6. Straw Wattles 9" (LF) - 11/26/19		2.75	412.50	
5	3. Remove and Replace Inlet Filter - 11/26/19		250.00	1,250.00	
			<b>Total</b>	\$2,662.50	

Consent Agenda 12/17/19  
(Ks)

OK to pay  
pmd 12/14/19  
16.71.6917.000 - PARK 17005

A-5



# Invoice

Reference Invoice Number with Payment

**HDR Engineering Inc.**  
**Omaha, NE 68106-2973**  
**Phone: (402) 399-1000**

HDR Invoice No. 1200231948  
 Invoice Date 02-DEC-2019  
 Invoice Amount Due \$1,049.58  
 Payment Terms 30 NET  
 Remit To PO Box 74008202  
 Chicago, IL 60674-8202  
 ACH/EFT Payments Bank of America ML US  
 ABA# 081000032  
 Account# 355004076604

**City of La Vista**  
**Rita Ramirez**  
**8116 Park View Blvd**  
**La Vista, NE 68128**

Project Management for Services for Public Improvements and Other Works.

Professional Services  
 From: 27-OCT-2019 To: 23-NOV-2019

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	0.50		30.05
Civil Engineer	4.00		467.40
Communications Coordinator	2.00		174.00
Graphic Designer	0.50		48.00
Project Controller	0.50		52.47
Project Manager	1.00		234.21
	<b>8.50</b>		<b>\$1,006.13</b>
	<b>Total Professional Services</b>		<b>\$1,006.13</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	72.00		41.76
Printing/Reprographics			1.69
	<b>Total Expenses</b>		<b>\$43.45</b>

**Amount Due This Invoice (USD) \$1,049.58**

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$495,106.19
Fee Remaining	\$175,588.81

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

PO # 20-008348  
 R. Ramirez  
 12/19/19

Consent Agenda 12/17/19  
 (100)

# Invoice

HDR Invoice No. 1200231948  
Invoice Date 02-DEC-2019

## Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs  
Task Number: 1.0 Task Description: Project Management

Professional Services		Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.	4.00	116.85	467.40
Project Controller	Clifton, Rachel M	0.50	104.94	52.47
Project Manager	Koenig, Christopher J	1.00	234.21	234.21
		<b>5.50</b>		<b>\$754.08</b>
		<b>Total Professional Services</b>		<b>\$754.08</b>

Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	24.00	0.58	13.92
Printing/Reprographics	ARC Document Solutions LLC			1.69

**Total Expense \$15.61**

**Total Task \$769.69**

## Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs  
Task Number: 2.0 Task Description: Construction Team Coordination

Professional Services		Hours	Billing Rate	Amount
Administrative	Anderson, Scott D	0.50	60.09	30.05
		<b>0.50</b>		<b>\$30.05</b>
		<b>Total Professional Services</b>		<b>\$30.05</b>

Expense		Qty	Billing Rate	Amount
Mileage Personal	Cain, Christopher A	48.00	0.58	27.84

**Total Expense \$27.84**

**Total Task \$57.89**

# Invoice

HDR Invoice No. 1200231948  
Invoice Date 02-DEC-2019

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**Professional Services and Expense Detail**

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Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	3.0	Task Description:	Public Outreach

---

<b>Professional Services</b>		<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
Communications Coordinator	Veldhouse, Kristen Lynn	2.00	87.00	174.00
Graphic Designer	Rodriguez, Christina Anne Rolfes	0.50	96.00	48.00
		<b>2.50</b>		<b>\$222.00</b>
		<b>Total Professional Services</b>		<b>\$222.00</b>
				<b>Total Task</b>
				<b>\$222.00</b>

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A-6



November 30, 2019

Project No: R3003.066.00

Invoice No: 46515

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

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs

**Professional Services through November 30, 2019**

**Fee**

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	55.00	130,442.12	123,327.10	7,115.02
Schematic Design	12,482.50	0.00	0.00	0.00	0.00
Total Fee	249,650.00		130,442.12	123,327.10	7,115.02
<b>Total Fee</b>					<b>7,115.02</b>

**Reimbursable Expenses**

Printing					.70
<b>Total Reimbursables</b>					<b>.70</b>
<b>Total this Invoice</b>					<b>\$7,115.72</b>

PO # 20-008351  
R. Ramirez  
12/9/19

Consent Agenda 12/17/19  
(R)



A-7

**waters edge**  
**AQUATIC DESIGN**  
 11205 W 79th St. Lenexa, KS 66214  
 913-438-4338 -- wesignpools.com

Water's Edge Aquatic Design, LLC

# Invoice

Date	Invoice #
12/10/2019	4123

<b>Bill To</b>
Brenda Gunn, City Administrator Scott Stopak, Project Manager

Terms	Due Date	Rep
Net 30	1/9/2020	JAB

Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
LaVista, NE #18-540-B - Planning Phase - Public Input	12,000.00	1,200.00	10.00%	90.00%	100.00%	10,800.00
Site Confirmation/Concept Plan	26,250.00	2,625.00	10.00%	40.00%	50.00%	10,500.00
Cost Estimating	5,750.00			0.00%	0.00%	0.00
Expense Allowance	3,000.00	240.00	8.00%	8.00%	16.00%	240.00
<p>P.O. # 19-008103</p> <p><i>Scott Stopak</i></p> <p>12/11/19</p>						
<b>Total</b>						\$21,540.00
<b>Payments/Credits</b>						\$0.00
<b>Balance Due</b>						\$21,540.00

Phone #	Fax #	E-mail	Web Site
913-438-4338	913-438-1465	cschwartz@wesignpools.com	www.wesignpools.com

Consent Agenda 12/17/19



**INVOICE**

wellington

7304 W 130th St, Ste 370

Overland Park, KS 66213

913.402.1881

www.WellingtonExperience.com

**Program Name: City of La Vista 60th Anniversary Celebration**

Prepared by: Denise Barron

Date: 10.17.19

**Bill To**

City of La Vista

Crystal Larson

Phone: 402-593-6424

Email: clarson@cityoflavista.org

**Invoice Summary**

Account # 1953

PO N/A

Invoice # 6512

Due Date 12/21/19

Description of Services	Amount
Extension	
Initial Deposit	\$9,000.00

**Amount Due: \$9,000.00**

Always a pleasure doing business with you.



Note: A minimum delinquent fee of 1.5% may be charged on invoices 30 days or more past due.

There is a 3% processing fee for credit card payments.

08.81.0303.002

Consent Agenda 12/17/19  
(12)

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
131197	12/06/2019	CITY OF OMAHA	244,370.55	N
131198	12/06/2019	COMMERCIAL SEEDING CONTRACTOR	4,471.00	N
131199	12/06/2019	DLR GROUP	5,290.18	N
131200	12/06/2019	DOUGLAS COUNTY SHERIFF'S OFC	237.50	N
131201	12/06/2019	FIRST NATIONAL BANK OF OMAHA	34.20	N
131202	12/06/2019	FOCUS PRINTING	225.00	N
131203	12/06/2019	MARK A KLINKER	200.00	N
131204	12/06/2019	MOTOROLA SOLUTIONS INC	400.02	N
131205	12/06/2019	NE DEPT OF TRANSPORTATION	69,063.67	N
131206	12/06/2019	OLSSON, INC.	3,576.00	N
131207	12/06/2019	RDG PLANNING & DESIGN	339.71	N
131208	12/06/2019	SARPY COUNTY ECONOMIC DEV. COR	8,500.00	N
131209	12/06/2019	SWAIN CONSTRUCTION INC	148,321.63	N
131210	12/06/2019	THOMPSON DREESSEN & DORNER, IN	1,078.70	N
131211	12/06/2019	TOSHIBA FINANCIAL SERVICES	138.00	N
131212	12/17/2019	ALL FLAGS ETC INC	199.01	N
131213	12/17/2019	AMAZON CAPITAL SERVICES, INC.	2,245.17	N
131214	12/17/2019	ARBOR DAY FOUNDATION	15.00	N
131215	12/17/2019	BIBLIOTHECA LLC	1,006.97	N
131216	12/17/2019	BISHOP BUSINESS EQUIPMENT COMPA	1,551.10	N
131217	12/17/2019	BKD LLP	2,835.00	N
131218	12/17/2019	BOOT BARN	123.24	N
131219	12/17/2019	BRITE IDEAS DECORATING	395.00	N
131220	12/17/2019	BROWNELLS INC	181.62	N
131221	12/17/2019	CARL JARL LOCKSMITHS	83.75	N
131222	12/17/2019	CENTER POINT, INC.	408.66	N
131223	12/17/2019	CENTURY LINK	586.85	N
131224	12/17/2019	CENTURY LINK BUSN SVCS	168.05	N
131225	12/17/2019	CINTAS CORPORTATION	172.78	N
131226	12/17/2019	CITY OF OMAHA	235,152.38	N
131227	12/17/2019	CITY OF PAPILLION PARKS/RECREATIO	450.00	N
131228	12/17/2019	CONTINENTAL RESEARCH CORPORATI	2,284.63	N
131229	12/17/2019	CORNHUSKER INTL TRUCKS INC	222.81	N
131230	12/17/2019	COX COMMUNICATIONS, INC.	277.40	N
131231	12/17/2019	CREATIVE PRODUCT SOURCE INC	117.35	N
131232	12/17/2019	CULLIGAN OF OMAHA	16.50	N
131233	12/17/2019	DATASHIELD CORPORATION	60.00	N
131234	12/17/2019	DEBRA HALE	129.53	N
131235	12/17/2019	DELL MARKETING L.P.	850.07	N
131236	12/17/2019	DIAMOND VOGEL PAINTS	259.83	N
131237	12/17/2019	DULTMEIER SALES LLC	128.25	N
131238	12/17/2019	DXP ENTERPRISES INC	60.46	N
131239	12/17/2019	EBSCO INFORMATION SERVICES	1,613.00	N
131240	12/17/2019	FASTENAL COMPANY	13.38	N
131241	12/17/2019	FBG SERVICE CORPORATION	5,965.00	N
131242	12/17/2019	FEDEX	13.66	N
131243	12/17/2019	FELSBURG HOLT & ULLEVIG INC	1,050.00	N
131244	12/17/2019	FERGUSON ENTERPRISES INC #226	124.25	N
131245	12/17/2019	FERRELLGAS	386.87	N
131246	12/17/2019	FIRST NATIONAL BANK FREMONT	315,343.75	N
131247	12/17/2019	FIRST WIRELESS INC	940.00	N
131248	12/17/2019	FOCUS PRINTING	75.00	N
131249	12/17/2019	GALE	360.60	N
131250	12/17/2019	GENUINE PARTS COMPANY-OMAHA	2,338.40	N
131251	12/17/2019	GLOCK, INC	130.00	N
131252	12/17/2019	GREATAMERICA FINANCIAL SERVICES	1,127.00	N
131253	12/17/2019	GREYHOUSE PUBLISHING	262.00	N
131254	12/17/2019	HARTS AUTO SUPPLY	578.00	N
131255	12/17/2019	HEARTLAND TIRES AND TREADS	437.90	N
131256	12/17/2019	HERRICK, ANGELA DAWN	40.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
131257	12/17/2019	HOBBY LOBBY STORES INC	258.53	N
131258	12/17/2019	HONEYMAN RENT-ALL #1	468.70	N
131259	12/17/2019	HUMANITIES NEBRASKA	50.00	N
131260	12/17/2019	INGRAM LIBRARY SERVICES	1,483.94	N
131261	12/17/2019	J RETZ LANDSCAPE, INC	4,733.51	N
131262	12/17/2019	KANOPY, INC.	38.00	N
131263	12/17/2019	KINDIG, DOUGLAS	98.02	N
131264	12/17/2019	KRIHA FLUID POWER CO INC	459.47	N
131265	12/17/2019	LA VISTA COMMUNITY FOUNDATION	150.00	N
131266	12/17/2019	LABRIE, DONALD P	150.00	N
131267	12/17/2019	LARSON, CRYSTAL	448.00	N
131268	12/17/2019	LERNER PUBLISHING GROUP INC	1,221.29	N
131269	12/17/2019	LIBRARY IDEAS LLC	3,855.70	N
131270	12/17/2019	MARK A KLINKER	200.00	N
131271	12/17/2019	MENARDS-RALSTON	638.66	N
131272	12/17/2019	METROPOLITAN COMMUNITY COLLEG	14,000.82	N
131273	12/17/2019	MICHAEL D SCHAWANG	1,050.00	N
131274	12/17/2019	MIDWEST SERVICE AND SALES CO	1,610.40	N
131275	12/17/2019	MIDWEST TAPE	419.01	N
131276	12/17/2019	MONKSON INC	200.00	N
131277	12/17/2019	MONTANEZ, FERNANDO	295.00	N
131278	12/17/2019	MR. PICNIC	875.00	N
131279	12/17/2019	NADGWICK, STUART	97.00	N
131280	12/17/2019	NE DEPT OF TRANSPORTATION	408.00	N
131281	12/17/2019	NEBRASKA IOWA INDL FASTENERS INC	13.55	N
131282	12/17/2019	NEBRASKA LIBRARY COMMISSION	1,714.30	N
131283	12/17/2019	NEBRASKA TURFGRASS ASSOCIATION	2,250.00	N
131284	12/17/2019	NORTON, JODI	17.57	N
131285	12/17/2019	NOVA FITNESS EQUIPMENT CO	222.00	N
131286	12/17/2019	O'REILLY AUTO ENTERPRISES, LLC	1,500.02	N
131287	12/17/2019	OCLC INC	161.21	N
131288	12/17/2019	OFFICE DEPOT INC	679.34	N
131289	12/17/2019	OMAHA PUBLIC POWER DISTRICT	48,469.67	N
131292	12/17/2019	OMAHA WINNELSON SUPPLY	955.43	N
131293	12/17/2019	OMAHA WORLD-HERALD	246.93	N
131294	12/17/2019	OMNI ENGINEERING	332.28	N
131295	12/17/2019	ONE CALL CONCEPTS INC	264.09	N
131296	12/17/2019	PAPILLION SANITATION	2,819.48	N
131297	12/17/2019	PARK YOUR PAWZ INC	160.00	N
131298	12/17/2019	PAY-LESS OFFICE PRODUCTS INC	190.10	N
131299	12/17/2019	PLAINS EQUIPMENT GROUP	4,182.71	N
131300	12/17/2019	PROFESSIONAL GROUNDS MGMT SOC	500.00	N
131301	12/17/2019	QUICK, TERRILYN	117.09	N
131302	12/17/2019	RAINBOW GLASS & SUPPLY INC	40.00	N
131303	12/17/2019	READING EQUIPMENT & DIST LLC	946.00	N
131304	12/17/2019	READY MIXED CONCRETE COMPANY	2,326.95	N
131305	12/17/2019	REF'S SPORTS BAR & GRILL	1,444.01	N
131306	12/17/2019	SARPY COUNTY COURTHOUSE	8,415.36	N
131307	12/17/2019	SIRCHIE ACQUISITION COMPANY, LLC	75.01	N
131308	12/17/2019	SOUTHERN UNIFORM & EQUIPMENT	116.99	N
131309	12/17/2019	SUBURBAN NEWSPAPERS INC	580.35	N
131310	12/17/2019	SUSPENSION SHOP INCORPORATED	998.33	N
131311	12/17/2019	THEATRICAL MEDIA SERVICES INC	694.00	N
131312	12/17/2019	THORPE'S BODY SHOP	3,813.08	N
131313	12/17/2019	TOSHIBA FINANCIAL SERVICES	138.00	N
131314	12/17/2019	TRANS UNION RISK AND ALT. DATA S	50.00	N
131315	12/17/2019	TRUCK CENTER COMPANIES	276.51	N
131316	12/17/2019	TY'S OUTDOOR POWER & SVC INC	1,964.43	N
131317	12/17/2019	U.S. CELLULAR	2,417.03	N
131318	12/17/2019	UNITE PRIVATE NETWORKS LLC	4,400.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
131319	12/17/2019	UNITED PARCEL SERVICE	9.62	N
131320	12/17/2019	VIERREGGER ELECTRIC COMPANY	11,326.80	N
131321	12/17/2019	WESTLAKE HARDWARE INC NE-022	12.45	N
131322	12/17/2019	WESTLAKE HARDWARE INC NE-022	1,012.08	N
TOTAL:			1,206,088.20	

APPROVED BY COUNCIL MEMBERS ON: 12/17/2019

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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

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
853(E)	11/30/2019	AMERICAN HERITAGE LIFE INSURANCE	1,431.85	N
854(E)	11/30/2019	BLUE CROSS BLUE SHIELD OF NEBR	108,467.94	N
855(E)	11/30/2019	CCAP AUTO LEASE LTD	449.00	N
856(E)	11/30/2019	ELAN FINANCIAL SERVICES	22,074.80	N
869(E)	11/30/2019	ESSENTIAL SCREENS	38.00	N
870(E)	11/30/2019	LINCOLN NATIONAL LIFE INS CO	6,348.88	N
871(E)	11/30/2019	NE DEPT OF REVENUE-SALES TAX	105.46	N
872(E)	11/30/2019	TASC	3,037.50	N
873(E)	11/30/2019	TSYS	40.67	N
874(E)	11/30/2019	UNITED HEALTHCARE INSURANCE CO	890.82	N
TOTAL:			142,884.92	

APPROVED BY COUNCIL MEMBERS ON: 12/17/2019

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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  
DECEMBER 17, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INSTALLATION OF STOP SIGN 118 <sup>TH</sup> STREET AND PEEL CIRCLE INTERSECTION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to authorize Public Works to install one stop sign on Peel Circle at its intersection with 118<sup>th</sup> Street at the approximate location shown on the attached exhibit

**FISCAL IMPACT**

The Public Works Department has all signage factored into the current 2019/20 budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

The installation of this stop sign is justified on the basis of the guidelines in the MUTCD. In this location, 118<sup>th</sup> Street is considered the main road, and Peel Circle should be stop controlled as to give 118<sup>th</sup> Street the right of way. Therefore, the installation of a stop sign on Peel Circle is recommended.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE INSTALLATION OF ONE (1) STOP SIGN ON PEEL CIRCLE AT ITS INTERSECTION WITH 118TH STREET.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that installing one (1) stop sign on Peel Circle at its intersection with 118th Street is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for sign purchases; and

WHEREAS, the City Engineer has recommended this stop sign based on the guidelines in the MUTCD; and

WHEREAS, Section 70.072 of the La Vista Municipal Code requires City Council approval prior to the placement of any regulatory traffic sign, signal or mechanical devices;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the installation of one (1) stop sign on Peel Circle at its intersection with 118th Street.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2019.

CITY OF LA VISTA

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

ATTEST:

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





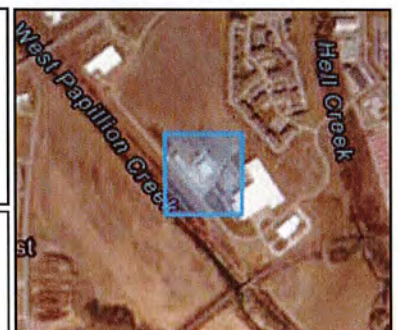
Douglas and Sarpy Co., NE, Douglas County, NE, Sarpy County, Nebraska, Microsoft | Sarpy County, Nebraska | Esri, Inc., Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois

**Notes** Install R1-1 Stop Sign at Minor Leg of Peel Cir & 118th Street Per MUTCD Requirements



0 250 500  
ft

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.





**CITY OF LA VISTA  
MAYOR & CITY COUNCIL  
DECEMBER 17, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT — PAVEMENT ASSESSMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve a professional services agreement with Lamp Rynearson services related to the collection of pavement assessment data and street-related asset data in an amount not to exceed \$69,065.95.

**FISCAL IMPACT**

The FY19/20 Biennial Budget includes funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

As we continue to address the City's aging infrastructure, funding has been earmarked over the next several years of the Capital Improvement Program (CIP) to facilitate a significant amount of street rehabilitation work throughout the City. In order to prioritize the use of those funds in the most effective and efficient manner, a comprehensive analysis of the current condition of the City's road infrastructure is needed.

Although there are various methods for doing pavement analysis, most use a visual inspection process.. Lamp Rynearson partners with Stantec (*from the KC metro area*), a company that will drive all of the City streets using a sophisticated data collection van. This van utilizes high definition cameras, laser road imaging systems, and profile sensors to capture large amounts of data regarding the current condition of the road surface. This data is then analyzed by Lamp Rynearson and all City streets are rated on a pavement condition index (PCI) of 0-100. This rating system can then be used to provide objective recommendations to the City Council on how funds dedicated for street improvements can best be utilized. Also during this process, the van will capture an inventory of street related assets such as street signs, pavement markings, traffic signals, storm water inlets and manholes which, in addition to being valuable information, can also be incorporated into the GIS system.

There are a limited number of firms that provide this type of comprehensive data collection system. Because the City of Papillion has also partnered with Lamp Rynearson/Stantec to do this work in the spring, our contract price reflects a savings in mobilization charges as a result.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LAMP RYNEARSON FOR THE COLLECTION OF PAVEMENT ASSESSMENT DATA AND STREET RELATED ASSET DATA IN AN AMOUNT NOT TO EXCEED \$69,065.95.

WHEREAS, the City Council of the City of La Vista has determined that the collection of pavement assessment data and street related asset data are necessary; and

WHEREAS, the FY 19/20 Biennial Budget includes funding for these services; and

WHEREAS, the agreement has a not-to-exceed cost of \$69,065.95 for the scope of services;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, authorize the execution of a professional services agreement with Lamp Rynearson for the collection of pavement assessment data and street related asset data in an amount not to exceed \$69,065.95, an initial draft of which is presented at this meeting, subject to any additions, subtractions, or modifications the City Administrator or the City Administrator's designee determines necessary or advisable.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**ABBREVIATED AGREEMENT BETWEEN  
CLIENT AND LAMP RYNEARSON, INC.**

Page 1 of 3

**CLIENT:** City of La Vista, Nebraska

**PROJECT DESCRIPTION:** La Vista Data Collection to PAVER Database

**LOCATION OF PROJECT:** La Vista, Nebraska

**PROJECT TITLE:** La Vista Asset Management

**JOB NUMBER:** \_\_\_\_\_

**DATE ISSUED:** 11-1-19

**INITIATED BY:** \_\_\_\_\_ ☐ CLIENT ☒

**DETAILED DESCRIPTION OF WORK TO BE PERFORMED:** **STARTING DATE: EST.** 11-1-19 **COMPL. DATE:** 4-30-20  
(Attached additional page(s) or detailed Letter Proposal if this space is too limited.)

- System Additions to PAVER Database
  - Integrate PCI GIS Base Map
  - Populate Street Segments
  - Populate Right-of-way Assets
  - Summary Report
  - Subconsultant Coordination
- Hourly not to exceed fee for services of \$12,136.95

**Stantec Services**

- Pavement and Image Data Collection
- Distress/Roughness Data Processing and QA
- Data Formatting/Loading for MicroPaver
- Asset Collection

Lump Sum Fee \$56,929.00

The above fee is assuming Stantec must mobilize twice for data collection in Papillion and La Vista. If they can mobilize just once then a discount of \$1,000 will be credited to each City.

**This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.**

**BILLING INSTRUCTIONS:**

☐ % of Construction Contracts

☐ % of Construction By Phase

☐ Special \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_

☐ Cost + \_\_\_\_\_% + Expense \$ \_\_\_\_\_

☒ Hourly Rates Up to a Maximum + Expenses \$ 69,065.95

☐ Cost plus fixed fee \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

**SIGNATURES:**

☐ Lamp Rynearson, Inc. Authorized Representative(s) with Title(s)

Dalton A 11/1/2019  
Date

☐ Client/Client Authorized Representative with Title

Date

**DISTRIBUTION:**

☐ CLIENT

☐ LAMP RYNEARSON

☐ OTHER \_\_\_\_\_

☐ OTHER \_\_\_\_\_

**LAMP  
RYNEARSON**

9001 State Line Road, Suite 200  
Kansas City, Missouri 64114  
P | 816.361.0440

[www.lamprynearson.com](http://www.lamprynearson.com)

**BILLING INFORMATION**

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Rynearson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Rynearson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Rynearson's estimate of the proportion of the total services actually completed at the time of billing.

**GENERAL CONDITIONS**

Responsibility of Lamp Rynearson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Rynearson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Rynearson. In addition, Lamp Rynearson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Lamp Rynearson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Lamp Rynearson and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Lamp Rynearson's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Lamp Rynearson's fee represents specific consideration for this limitation.

Termination: Either the Client or Lamp Rynearson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Rynearson's final invoice, pay Lamp Rynearson for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Rynearson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Rynearson and are in no way contingent upon the Client obtaining funding. Lamp Rynearson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Rynearson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Rynearson who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or for any other project. Any reuse without specific written authorization by Lamp Rynearson is prohibited and Client shall indemnify and hold harmless Lamp Rynearson from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Lamp Rynearson to further compensation at rates to be agreed upon by Client and Lamp Rynearson.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Rynearson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Rynearson's qualifications and experience. Lamp Rynearson makes

no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that Lamp Rynearson's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. E-500 regarding such phases shall not be part of Basic Services unless such services are stated in and agreed to in the Abbreviated Agreement. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Lamp Rynearson that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Lamp Rynearson harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Lamp Rynearson's own alleged negligence.

If the Client requests in writing that Lamp Rynearson provide any specific construction phase services and if Lamp Rynearson agrees in writing to provide such services, then Lamp Rynearson shall be compensated as Additional Services, per Lamp Rynearson's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of Lamp Rynearson, nor the presence of Lamp Rynearson or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Lamp Rynearson and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Lamp Rynearson and Lamp Rynearson's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Lamp Rynearson agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

Hazardous Materials: It is acknowledged by both parties that Lamp Rynearson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Rynearson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Rynearson's services, Lamp Rynearson may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Lamp Rynearson makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Rynearson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.

## CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE La Vista 2020 Asset Management  
 LOCATION La Vista, NE  
 DATE 11/1/2019

PROJECT #  
 BY Greg Van Patten

Classification:	Department	Project	Senior Project	GIS Specialist		
	Manager	Engineer IV	Engineer I	III		
Associate:	Miller	Schleicher	Van Patten	DeBoer	Subtotal of	Subtotal of
Hourly Rate (Est. 2020):	\$229.00	\$119.00	\$119.00	\$126.00	Hrs per Item	Fee per Item

Design Services - La Vista						
In House Meetings (Kickoff, Progress)	3	3	3		9	\$1,401.00
PAVER Database Design/Build						
System Additions - PAVER Database	1	2	8		11	\$1,419.00
Integrate PCI GIS Base Map		12	4	2	18	\$2,156.00
Populate Street Segments						
Current PCI Data (2020)	1		8		9	\$1,181.00
Populate additional Right-of way Assets	1	12			13	\$1,657.00
Implementation Support	2				2	\$458.00
Summary Report (PCI Mapping, average, distributi	2	2	12		16	\$2,124.00
Subconsultant Coordination	2		2			\$696.00
Quality Assurance/ Quality Control	1	2			3	\$467.00
Subtotal of Hours per Associate	13	33	37	2	81	
Subtotal of Fee per Associate	\$2,977.00	\$3,927.00	\$4,403.00	\$252.00		
						\$11,559.00
				Reimbusables	5%	\$577.95
					Subtotal	\$12,136.95
Subconsultant (Stantec) Prices						
			Quantity	Units	Unit Rate	Total
(50% of 226 Im in La Vista)						
Project Intiation and Management			1	LS	\$ 2,000.00	\$2,000.00
Field Survey Preparation (LRA to provide predefined segmented GIS)			1	LS	\$ 1,500.00	\$1,500.00
RT 3000 Mobilization and Calibration			1	LS	\$ 3,000.00	\$3,000.00
Pavement and Image Data Collection			113	Test Miles	\$ 110.00	\$12,430.00
Distress/Roughness Data Processing and QA			113	Test Miles	\$ 35.00	\$3,955.00
Data formatting/Loading for MicroPAVER			1	LS	\$ 1,500.00	\$1,500.00
					La Vista Base Field Survey	\$24,385.00
La Vista Assets						
Street Sign/Supports			113	Test Miles	\$ 80.00	\$9,040.00
Pavement Markings and Striping			113	Test Miles	\$ 70.00	\$7,910.00
Sidewalks & Ramps			113	Test Miles	\$ 65.00	\$7,345.00
Storm Water Inlets			113	Test Miles	\$ 30.00	\$3,390.00
Signals /Flashers			113	Test Miles	\$ 13.00	\$1,469.00
Manholes			113	Test Miles	\$ 30.00	\$3,390.00
					La Vista Asset Collection	\$32,544.00
					PROJECT TOTAL	\$69,065.95

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE REQUEST FOR PROPOSALS COMMUNITY EVENT GUIDE PRINTING AND DISTRIBUTION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNITY RELATIONS COORDINATOR

**SYNOPSIS**

A resolution has been prepared authorizing the issuance of a Request for Proposals for the printing and distribution of a Community Event Guide.

**FISCAL IMPACT**

The FY19/FY20 Biennial Budget contains funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

*City of La Vista Strategic Plan 2018-2020* identifies the goal of developing an annual community event guide, to provide a more comprehensive glimpse to residents of upcoming events and programs. Over the past year, a staff work group has been reviewing and evaluating examples from other communities, creating and compiling content, and ultimately formulating strategy for the frequency and timing of this publication. The content will include some basic City information along with facility, program and event info from the Recreation Department, Library and other departments that will host special events. The current intention is to publish twice a year covering the spring/summer months and fall/winter months.

This is a new publication of significant size, as such bids are being solicited for printing and distribution.

A copy of the RFP is attached.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR PRINTING AND MAILING SERVICES FOR THE COMMUNITY EVENT GUIDE.

WHEREAS, the Mayor and Council have determined that printing and mailing services are necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for the proposed services; and

WHEREAS, proposals will be due January 9, 2020 with the approval of selected firm by the City Council on January 21, 2020, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for printing and mailing services for the Community Event Guide.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2019.

CITY OF LA VISTA

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

ATTEST:

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



# **City of La Vista, Nebraska**



## **Request for Proposals**

# **Community Event Guide – Printing and Mailing Services**

### **ISSUE DATE:**

**December 18, 2019**

### **SUBMISSIONS DUE:**

**January 9, 2020 – 10:00 a.m. CST\***

**\*Late Proposals Will Be Rejected**

### **REPLY TO:**

Pamela A. Buethe  
City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128  
[pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org)  
402.331.4343

**CITY OF LA VISTA**  
**REQUEST FOR PROPOSAL AND BID SHEET ON:**  
**COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES**  
**NOT AN ORDER**

From: City of La Vista

City Clerk  
8116 Park View Blvd.  
La Vista, Nebraska 68128

Published:  
December 25, 2019

BID DEADLINE:  
January 9, 2020 at 10:00 a.m.  
La Vista City Hall  
8116 Park View Blvd.

(Contract Award Scheduled for January 21, 2020.)

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The City of La Vista is requesting proposals for printing and mailing services for the semiannual Community Event Guide.

**GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS**  
(Incorporated herein and made part of these specifications)

1. Any discount quoted will be deducted from the price when bill is paid. All appropriate government discounts should apply.
2. The owner reserves the right to reject any or all bids, and to waive informalities or irregularities in the bidding, and to negotiate contract terms with the various bidders when such is deemed by the owner to be in its best interest. The right is also reserved to accept or reject any part of bid unless otherwise indicated by vendor.
3. Instructions, manufacturer's catalog numbers, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard, quality, design, and performance desired and shall not be construed to exclude proposals based on furnishing other types of materials.
4. Any substitutions must equal or surpass the specifications. When submitting a substitute article as equal, full name and description must be given, the City reserving the right, however, of deciding upon its suitability for the purpose intended.
5. Prices quoted shall not be subject to increase during the entire term of the contract. However, should there be a reduction in the price of any one or more items covered by the contract, during the period of the contract, the price to the City of La Vista shall be reduced to equal the revised list price less the discount herein quoted.

6. The City shall have the right to inspect any material or services specified herein. Equipment, supplies or services that fail to comply with the specification herein as regards to design, material, or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City of La Vista at the expense of the vendor.
7. All prices and notations must be in ink or typewritten. Mistakes may be crossed out, and corrections typed adjacent and must be initialed in ink by person signing the proposal.
8. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.
9. Bids must be submitted on the forms provided in a sealed envelope plainly marked **"SEALED BID"** with material description, date and time of closing written thereon. All bid proposals must be signed by an authorized officer or employee of the company and include the firm name.
10. **Questions should be directed to Pam Buethe, City Clerk, at 402-331-4343 or by e-mail to [pbuethe@cityoflavista.org](mailto:pbuethe@cityoflavista.org) before quotation is submitted.** As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

## **ADDITIONAL REQUIREMENTS**

Notwithstanding anything in these specifications to the contrary:

1. Purchase Order. The City of La Vista shall issue a purchase order to the successful bidder that contains "Terms of Purchase." By submitting its bid, each bidder agrees to be bound by all terms and conditions of said purchase order if it becomes the successful bidder.

2. Taxes. Purchases by the City are exempt from the payment of federal excise taxes and Nebraska sales and use taxes and all such taxes shall be excluded from bids. Tax exemption certificates will be provided upon request.

3. Modifications. Bidder understands, acknowledges and agrees that no employee, agent or representative of the City has any authority to make any representations, statements, warranties, agreements or modifications to, of or regarding these specifications or any contract of the City without the written approval of the City Administrator; provided, however, that any representation, statement, warranty, agreement or modification that has any actual or potential impact to the City of more than \$5,000 shall require the prior written approval of the Mayor and City Council of the City of La Vista.

4. Fair Labor Standards. Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a bid, supplier hereby represents and certifies to the City of La Vista that supplier is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if supplier is the successful bidder, in the execution and performance of the contract on which it is bidding; and in the execution and performance of said contract, fair labor standards will be maintained.

**CITY OF LA VISTA**  
**REQUEST FOR PROPOSALS**  
**ON: COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES**

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THE UNDERSIGNED BIDDER HEREBY PROPOSES TO FURNISH AND DELIVER TO THE CITY OF LA VISTA, NEBRASKA THE FOLLOWING MATERIALS AND SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, BIDDING DOCUMENTS, AND OTHER CONTRACT DOCUMENTS, AND WITHIN THE TIME PERIOD SPECIFIED HEREIN, IN CONSIDERATION OF THE PRICES AS FOLLOWS:

***STANDARD BID***

Company Name:	
Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-Mail Address:	
Billing Contact:	
Printing Contact Person:	
Alternate Contact:	

***Remember to Include:***

- *Three (3) local references*
- *Three (3) print job samples comparable to the specifications of the Community Event Guide*
- *Guarantee of being continuously in business under same company name for at least three (3) years*

## PUBLICATION DETAILS

Alternate 1 – Publication Description		
	Count	Frequency
<b>Community Event Guide</b> - 44 pages including cover	8,100 Units	2 Issues per Year
<p>Description:</p> <ul style="list-style-type: none"><li>• 80# Gloss Book Weight, Self Cover<ul style="list-style-type: none"><li>▪ 11 x 17 folded to 8½ x 11</li></ul></li><li>• Printed Front &amp; Back<ul style="list-style-type: none"><li>▪ 4 Color</li><li>▪ Full Bleed</li></ul></li><li>• Saddle Stitch (Two Staples)</li><li>• Preparation and Delivery to Post Office of 7,900 Units<ul style="list-style-type: none"><li>▪ Apply Tabs to Close Mailer</li><li>▪ Publication to be Mailed Flat</li><li>▪ Mailed under Bulk Mail Permit</li><li>▪ Postage to be Paid by the City</li></ul></li><li>• Delivery of Remainder 200 Units to City Hall</li><li>• The City of La Vista shall own the rights to the deliverables produced under this agreement.</li></ul>		
<b>TOTAL COST PER ISSUE:</b>		\$

Alternate 2 – Publication Description		
	Count	Frequency
<b>Community Event Guide</b> - 48 pages including cover	8,100 Units	2 Issues per Year
<p>Description:</p> <ul style="list-style-type: none"><li>• 80# Gloss Book Weight, Self Cover<ul style="list-style-type: none"><li>▪ 11 x 17 folded to 8½ x 11</li></ul></li><li>• Printed Front &amp; Back<ul style="list-style-type: none"><li>▪ 4 Color Throughout</li><li>▪ Full Bleed</li></ul></li><li>• Saddle Stitch (Two Staples)</li><li>• Preparation and Delivery to Post Office of 7,900 Units<ul style="list-style-type: none"><li>▪ Apply Tabs to Close Mailer</li><li>▪ Publication to be Mailed Flat</li><li>▪ Mailed under Bulk Mail Permit</li><li>▪ Postage to be Paid by the City</li></ul></li><li>• Delivery of Remainder 200 Units to City Hall</li><li>• The City of La Vista shall own the rights to the deliverables produced under this agreement.</li></ul>		
<b>TOTAL COST PER ISSUE:</b>		\$

Alternate 3 – Publication Description		
	Count	Frequency
<b>Community Event Guide</b> - 52 pages including cover	8,100 Units	2 Issues per Year
Description: <ul style="list-style-type: none"> <li>• 80# Gloss Book Weight, Self Cover               <ul style="list-style-type: none"> <li>▪ 11 x 17 folded to 8½ x 11</li> </ul> </li> <li>• Printed Front &amp; Back               <ul style="list-style-type: none"> <li>▪ 4 Color</li> <li>▪ Full Bleed</li> </ul> </li> <li>• Saddle Stitch (Two Staples)</li> <li>• Preparation and Delivery to Post Office of 7,900 Units               <ul style="list-style-type: none"> <li>▪ Apply Tabs to Close Mailer</li> <li>▪ Publication to be Mailed Flat</li> <li>▪ Mailed under Bulk Mail Permit</li> <li>▪ Postage to be Paid by the City</li> </ul> </li> <li>• Delivery of Remainder 200 Units to City Hall</li> <li>• The City of La Vista shall own the rights to the deliverables produced under this agreement.</li> </ul>		
<b>TOTAL COST PER ISSUE:</b>		<b>\$</b>

**NOTE: The number of pages will be determined by content and may vary per issue.**

1. In submitting this bid, the undersigned declares that he/she is of lawful age and that he/she executed the accompanying bid on behalf of the bidder therein named. The undersigned declares that he/she has lawful authority to execute the bid, and said bidder has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bids or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons or any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof. He/she also declares that the bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him/her in said bid or bids, until after said sealed bid or bids are opened.
2. The undersigned further declares that he/she has carefully examined the General Conditions and Instructions for Bidders, Additional Requirements, Specifications, and other contract Documents, and that he/she has satisfied himself/herself as to all quantities, delivery and to the right of the City to order additional quantities of material at the unit bid prices.
3. It is understood the City will pay in a prompt and timely manner.
4. The undersigned acknowledges receipt of the following written addenda (insert "none" if none were received):  
  
\_\_\_\_\_  
  
\_\_\_\_\_
5. It is understood that the General Conditions and Instructions for Bidders, Additional Requirements, Specifications, Bid Form and Agreement all form the contract Documents and are fully a part of the contract Agreement as if each were fully repeated therein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Bidder/Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number



**SPECIFICATIONS  
FOR COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES**

The following specifications shall apply to purchases of Community Event Guide Printing and Mailing Services for the City of La Vista, Nebraska, herein called the City. At this time, the City has the following minimum quantities of electronic documents to be printed. The City reserves the right to waive minor technicalities under this Specification.

Publication Description	#Per Publication	Frequency of Publication
<i>Community Event Guide</i>	8,100 Units	2 Issues per Year

**1.0 GENERAL REQUIREMENTS:**

- 1.1 The vendor shall supply the City of La Vista with a minimum of three (3) local references that you have provided printing services to.
- 1.2 The vendor shall supply the City of La Vista with a minimum of three (3) print job samples comparable to the specifications of the Community Event Guide.
- 1.3 The vendor shall have been continuously in business under the same company name for at least three (3) years.
- 1.4 The vendor must be able to print quality black & white documents as well as quality spot color or four-color documents.
- 1.5 The vendor must be able to print digital camera photographs supplied in electronic format.

**2.0 SPECIFICATIONS:**

- 2.1 Printing of Desk Top Publishing documents in electronic format:
  - All documents will be supplied in electronic format. Documents will be created in the most-current version of Adobe InDesign.
- 2.2 Vendor shall provide one (1) proof to City for approval prior to printing and mailing of the publication.

**3.0 MATERIAL:**

- 3.1 All paper used for printing these documents shall be new and of the best quality and shall be applied in accordance with the manufacturer's recommendations and the

latest industry standards. The paper may contain recycled content, so long as the appearance of the paper is approved by the City of La Vista. Paper substitutions must be approved in writing.

**4.0 DELIVERY AND PACKAGING:**

- 4.1. All documents delivered shall be as they were provided electronically unless the City gives written authorization for a modification.
- 4.2. All delivery costs shall be included in the bid price for each publication.
- 4.1 All original documents shall be packaged to fully protect documents during shipment. Documents shall be packaged in quantities to allow for manual handling of the delivered packages.
- 4.2 Delivery of all material shall be made during normal working hours (8:00 a.m. – 4:30 p.m.) Monday through Friday, exclusive of holidays, unless special arrangements are made.
- 4.3 Slippage of delivery dates is not acceptable, unless the City of La Vista does not deliver the electronic document in accordance with the established schedule.
- 4.4 Delivery of all printed documents for *Community Event Guide* shall be made within twenty (20) working days of delivery of the electronic document.
- 4.5 A delivery schedule for all publications will be delivered to the successful bidder when the contract is signed.

**5.0 SETUP REQUIREMENTS:**

- 5.1 The vendor will supply their requirements for settings for color, graphics, fonts and other relevant settings for the preparation of the electronic documents in advance. The City of La Vista will provide the vendor with the electronic documents in final form.

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**CITY OF LA VISTA, NEBRASKA**

**SAMPLE AGREEMENT BETWEEN CITY AND VENDOR**

**FOR COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES**

THIS AGREEMENT also referred to as "Contract" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of La Vista, Nebraska, hereinafter the "Vendor";

**WITNESSETH:**

WHEREAS, the City has caused to be prepared, General Conditions and Instructions for Bidders, Additional Requirements, Bid Form, this Agreement, Specifications and other contract Documents, for the materials and services herein described, and has approved and adopted these said Contract Documents and has caused to be published, an advertisement inviting sealed bids for furnishing materials, labor, tools, equipment and transportation necessary for, and in connection with this Agreement; and

WHEREAS, the Vendor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, the City, has opened, examined and reviewed the Bids submitted, and as a result of this review has, determined and declared the Vendor to be the lowest and most responsible bidder for providing the said materials and services, and has duly awarded to the said Vendor a contract therefore upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid Form attached to and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Vendor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Vendor will furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the work as designated, described and required by the Contract Documents, all in accordance with the General Conditions and Instructions for Bidders, Additional Requirements, Bid Form, this Agreement, Specifications and other contract Documents on file with the City Clerk of La Vista, Nebraska, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done and materials delivered in a good, substantial and workmanlike manner and to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Nebraska and the United States of America.

ARTICLE II. The City shall pay to the Vendor for the performance of the work embraced in this contract, and the Vendor will accept in full compensation therefore, the sum of money as noted below in the Publication Costs Chart. This will be referred to as contract Price, (subject to adjustment as provided by and in accordance with the Contract Documents) for all work covered by and included in the Contract award. The payment thereof to be made in cash or its equivalent and in the manner provided in the contract Documents. The City reserves the right to make additions and deletions to the contract Documents as provided in the Contract Documents.

**PUBLICATION COSTS CHART**

Publication	Frequency	Cost Per Issue
Community Event Guide – Alternate 1 – 44 Pages	2 Issues	\$
Community Event Guide – Alternate 2 – 48 Pages	2 Issues	\$
Community Event Guide – Alternate 3 – 52 Pages	2 Issues	\$

ARTICLE III. The Vendor shall commence work on \_\_\_\_\_, and will complete all work covered by this contract on or before \_\_\_\_\_.

ARTICLE IV. The Vendor shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof without previous written consent of the City. No subcontracts, or other transfer of Contract, shall release the Vendor of its liability under the Contract.

ARTICLE V. Vendor specifically acknowledges and confirms that it has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement, that the contract Documents are not intended to create any third party beneficiary relationship. Nor are they to authorize anyone, not a party to this Agreement, to maintain a suit for personal injuries or property damage, pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Nebraska.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents that apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

ARTICLE XI. Either party may at any time, upon forty-five (45) days prior written notice to the other party terminate this Agreement.

IN WITNESS WHEREOF, the City of La Vista, Nebraska has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Vendor has executed \_\_\_\_\_ counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF LA VISTA, NEBRASKA

(S E A L)

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

ATTEST:

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

\_\_\_\_\_  
Vendor

BY: \_\_\_\_\_  
Signature

( S E A L )

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

(If the president of the corporation or general partner of the partnership does not execute the Contract, please provide documentation, which authorizes the signatory to bind the corporation or partnership.)

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS – 96 <sup>TH</sup> ST. & 108 <sup>TH</sup> ST. REHAB	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the advertisement of a Request for Proposals (RFP) for consulting engineering services for design and construction phase of 96<sup>th</sup> St. and 108<sup>th</sup> St pavement rehabilitation.

**FISCAL IMPACT**

The FY 19/20 budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The concrete panels on 96<sup>th</sup> St. from Harrison St. to Portal Rd and 108<sup>th</sup> St. from Harrison St. to Giles Rd. have deteriorated to the point that rehabilitation options need to be explored. This RFP will allow various engineering firms to submit proposals for design and construction phase engineering services for this work. The selected firm will provide determinations of why the existing pavement failed, rehabilitation options and associated costs, traffic control with recommendations to mitigate peak hour impacts and public outreach and communication efforts.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND CONSTRUCTION PHASE OF 96TH STREET AND 108TH STREET PAVEMENT REHABILITATION.

WHEREAS, the Mayor and Council have determined that consulting engineering services are necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for the proposed services; and

WHEREAS, proposals will be due January 10, 2020 with the approval of selected firm by the City Council on February 4, 2020, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for consulting engineering services for the design and construction phase of 96th Street and 108th Street Pavement Rehabilitation.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2019.

CITY OF LA VISTA

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

ATTEST:

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





REQUEST FOR PROPOSAL  
FOR  
CONSULTING ENGINEERING SERVICES  
FOR  
DESIGN & CONSTRUCTION PHASE

96<sup>th</sup> St from Harrison St. to Portal Rd. Pavement Rehabilitation

108<sup>th</sup> St. from Harrison St. to Giles Rd. Pavement Rehabilitation

CITY OF LA VISTA, NEBRASKA

PROPOSALS DUE 3:30 PM, January 10, 2020

## PURPOSE

The City of La Vista, Nebraska (City) is hereby soliciting consultant proposals for professional services to provide design and construction phase services for the proposed pavement rehabilitation of 96<sup>th</sup> Street and 108<sup>th</sup> Street for the City of La Vista. This request invites qualified consultants to submit proposals for accomplishment of the work described below under Scope of Services. Once the firm is selected, a contract will be negotiated based upon a mutually agreed upon scope of services. This project is locally funded and does not involve federal aid.

## PROJECT DESCRIPTION

Provide professional engineering and surveying services to prepare opinions of probable construction costs, preliminary design, final design and construction phase services for the rehabilitation of existing concrete surfacing on 96<sup>th</sup> Street from Portal Road to Harrison Street and 108<sup>th</sup> Street from Giles Road to Harrison, utilities and coordination with utilities, drainage improvements and related improvements. The site maps are attached herewith as Exhibits "A and B" for 96<sup>th</sup> St and 108<sup>th</sup> St. respectively.

96<sup>th</sup> Street from Portal Road to Harrison Street is anticipated to consist of concrete panel repair of various failed panels, routing and sealing of certain cracked panels, replacement of concrete curb ramps, replacement of inlet tops from the City corporate limit on Portal Road to approximately nine hundred feet (900') south of the City corporate limit on Harrison Street. From approximately 900' south of Harrison Street north to the City corporate limit on Harrison Street, it is anticipated that a fair amount of the existing pavement will be removed and replaced in its entirety, and as a result will require the removal and replacement of median surfacing, sidewalks, curb ramps, inlet tops, signage and other appurtenances as to ensure an efficient work product. Geotechnical and construction materials evaluation aid in determining the course of action of the project. Evaluation of the existing bridge deck will also determine if any treatments should be utilized on the bridge deck along with this project.

108<sup>th</sup> Street from Giles Road to the City corporate limit on Harrison Street is anticipated to consist of full depth panel repair, full depth joint repair, mill and asphalt overlay, curb ramp reconstruction, and potential removal and replacement of other appurtenances as need to ensure an efficient work product. Geotechnical and construction materials evaluations will aid in the determining the course of action in terms of project design. Evaluation of the existing bridge deck will also determine if any treatments should be utilized on the bridge deck along with this project.

## SCOPE OF SERVICES

- Perform topographic survey of improvement areas, as necessary to ensure sufficient information in the design of the project, including but not limited to: vertical and horizontal control, existing geometry and elevations of the roadway and roadway appurtenances, section corner tie offs, etc.
- Obtain existing pavement and subsurface soils investigation and provide geotechnical and construction materials recommendations related to construction of the proposed pavement rehabilitation treatments. Analyze pavement cores from subsurface

investigations to attempt to identify potential failure mechanisms of existing pavement.

- Review all available reports, plans, maps and studies that the City has available for the project area and incorporate relevant information from such documents into the design work for the contemplated improvements.
- Meet with the City for the purpose of discussing designs, options, construction schedules, phasing relative to traffic control, permitting, alternatives and costs.
- Prepare a design plan of proposed rehabilitation treatments.
- Prepare an opinion of probable construction costs based upon the design plans including engineering fees and any other anticipated soft costs for design and construction phase services. The costs should include geotechnical investigations for the proposed construction areas.
- Prepare preliminary plans and specifications for the resurfacing improvements. Preliminary plans shall contain proposed vertical and horizontal alignment, typical cross sections, proposed construction limits and right of way limits.
- Conduct a plan in hand walk through with the City after the completion of the preliminary plans.
- Identify any existing utilities with the roadway Right of Way. Conduct at least two utility coordination meetings, one at time the completion of preliminary design, and one near the completion of the final with existing utilities within the roadway Right of Way to discuss potential coordination issues.
- Prepare a temporary traffic control plan for proposed improvements, including consideration of peak hour demand and coordination with other agencies and related projects.
- Analyze bridge decks and provide options for life extending treatments.
- Provide durability and life extending recommendations for rehabilitation treatments.
- Provide public outreach and communication services and recommendations as needed, anticipating at least one briefing during a City Council meeting.
- Prepare final plans and specifications. Final plans shall include additional details such as complete set of project cross sections, survey control, construction and removal plans, joints and grades, utilities coordination, traffic control, traffic signal detection system modifications/upgrades, construction phasing, quantities and bid items. The 2014, or most current edition, of the City of Omaha Standard Specifications for Public Works Construction shall be utilized.
- Finalize the plans and specifications for bidding purposes based upon review comments

provided by the City. Prepare an updated opinion of probable construction costs based upon the finalized plans and specifications.

- Construction phase engineering services will be provided by the selected engineering firm and will be negotiated in a separate agreement after receipt of bids for the construction work. Scoping of construction phase services is largely based on the outcome of the design, therefore provide a general description of available construction phase services, such as construction staking, material as testing, and contract administration and observation should be included as part of this RFP.

## PROJECT SCHEDULE

All firms submitting proposals must be prepared to initiate work on this project immediately upon Notice to Proceed. The selected firm must be able to complete the services in time to solicit bids in May 2020. A Notice to Proceed is anticipated to be issued on or about February 10, 2020. Only those firms able to perform the necessary work activities within this schedule should respond to this RFP.

## PROPOSAL REQUIREMENTS

In order to facilitate review of the project proposals by the City of La Vista, the following information must be included in the proposal in the order listed:

1. A letter of interest not to exceed 2 pages. This needs to identify the primary and secondary contact persons with phone and e-mail contact information.
2. The body of the proposal (Project Understanding and Approach) shall be limited to ten (10) pages, 8 1/2" by 11" single sided and up to three (3) additional pages, 11" by 17" single sided.
3. Listing of organization(s) included in the Project Team. This discussion should include the primary areas of responsibility of each team member and an estimated proportion of the total contract work to be performed by each team member/firm.
4. A listing of similar work performed within the last 3-years to include dollar value, project description, project team, and contacts for project owners. Each project description (maximum of four (4) allowed) will be limited to one single sided page.
5. A maximum of 2 pages of additional supportive material such as charts, tables, or photos.
6. The names of key personnel, qualifications, experience and the proposed project manager shall be provided. This should include a discussion of similar projects the key personnel and project manager have worked on. The availability of the key personnel and their redundancy to work on this project needs to be set forth in the Proposal.
7. A project schedule outlining the time frame and estimated completion date of each major task outlined in the project approach section. The project schedule should include estimated dates for deliverable products throughout the course of the design period.

8. Submit three (3) bound copies of the Proposal and one digital submittal containing a pdf copy of the Proposal.
9. Provide proof of professional liability insurance in the amount of not less than \$5,000,000.
10. A separate sealed fee estimate submittal. Include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated amount of time expected for each phase expressed in person-hours. Budget is to be presented as a not-to-exceed figure with all overhead and expenses included. The terms on payment, based on monthly billings to the City, should be outlined.

#### NOTES:

Due to the nature of the services sought, evaluation of proposals will in large part be subjective. Award of a contract will be based on a number of factors and may or may not be on the basis of lowest cost to the City. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers.

#### SELECTION CRITERIA

Proposals will be reviewed, evaluated, and ranked by an internal review committee. The review committee will evaluate and score the proposals to determine the consultant best qualified for the project. Negotiations will be held with the top ranked consultant to establish a fee for the project. In the event an agreement is not reached, then negotiations will take place with other consultants in the order of ranking if needed. Negotiations are anticipated to occur during February. The selection criteria, including their relative importance are:

Criteria	Point Range
1. Ability and experience of professional personnel and staff.	0 – 25
2. Past performance for La Vista or other agencies.	0 – 25
3. Adequate staff to perform the work and ability to meet time requirements.	0 - 25
4. Project understanding and approach	0 – 25
Total Points (Maximum)	100

## PROTOCOL

Proposals must be at the City of La Vista Public Works Department, 9900 Portal Road, La Vista, NE 68128 no later than 3:30 pm, January 10, 2020. No exceptions to this deadline will be given. Please provide the required copies of your proposal in an envelope or other sealed container clearly marked on the exterior as containing "Proposal for Engineering Consulting Services 96<sup>th</sup> St. and 108<sup>th</sup> St Resurfacing".

Firms interested in submitting proposals should contact Pat Dowse, City of La Vista Public Works Department, 9900 Portal Road, La Vista, NE (402) 331-8927, or [pdowse@cityoflavista.org](mailto:pdowse@cityoflavista.org) for any additional questions regarding the project.

Proposals must remain firm for sixty (60) days from the proposal due date. City of La Vista reserves the right to refuse any or all proposals and to waive technicalities in order to accept proposals that may be in the best interest of the City of La Vista, at its sole discretion.

The consultant, with regard to the services performed by it during the project, shall not discriminate on the grounds of race, color, national origin, sex, age and disability/handicap including selection of sub-consultants.

END OF RFP

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE - MEDIUM DUTY TRUCKS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of two (2) 2020 Ford F-550 Pickup Trucks with plows and sanders, from Andersen Ford, Lincoln, NE in an amount not to exceed \$170,290.00.

**FISCAL IMPACT**

The FY 19/20 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

These trucks will replace a 2005 Sterling dump truck and a 2007 Sterling dump truck. The trucks will be used for snow removal operations in Districts II and III during the winter and for asphalt/concrete operations during the summer.

These trucks are being purchased off the State of Nebraska Contract #14704.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TWO (2) 2020 FORD F550 PICKUP TRUCKS WITH PLOWS AND SANDERS FROM ANDERSON FORD, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$170,290.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) 2020 Ford F550 pickup trucks with plows and sanders is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of two (2) 2020 Ford F550 pickup trucks with plows and sanders from Anderson Ford, Lincoln, Nebraska in an amount not to exceed \$170,290.00.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2019.

CITY OF LA VISTA

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

ATTEST:

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



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
POSITION DESCRIPTION UPDATE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASST CITY ADMINISTRATOR/ COMMUNITY RELATIONS DIRECTOR

**SYNOPSIS**

A job description for the new position of Deputy Community Development Director has been prepared.

**FISCAL IMPACT**

The current Senior Planner position would be reclassified to the position of Deputy Community Development Director. The FY20 budget contains funding for all personnel costs in the Community Development Department and is adequate to incorporate this change.

**RECOMMENDATION**

Approval

**BACKGROUND**

For the past several years, the Community Development Department has taken on the significant challenges of a growing community. The ability of the department to rise to these challenges represents an evolution in the level of expertise and leadership required for success. The job description for the Deputy Community Development Director reflects this evolution.

Additionally, due to the critical role the Community Development Department plays in the City, it is important to prepare for the future and ensure continuity of knowledge and experience. Creating this position is intended to recognize and plan for leadership succession within the department.

Our Senior Planner position has had duties and responsibilities associated with it that would typically be assigned to a higher level position such as a deputy or assistant director. This change will officially recognize the role this position is playing within the organization and the importance thereof. It should also be noted that Community Development is the only department in the City that currently does not have an assistant or deputy director position.

If the new position is approved, the current Senior Planner will be promoted to this position and that position will not be filled at this time. The Deputy Director will continue to perform high level planning duties and the Assistant Planner position will be utilized as well.

The Deputy Director position is being proposed at a salary range of 195. This range is comparable to Assistant and Deputy Community Development Director positions in several similar sized communities that we surveyed.

## **POSITION DESCRIPTION CITY OF LA VISTA**

**Position Title:** Deputy Community Development Director  
**Position Reports to:** Community Development Director  
**Position Supervises:** Assistant City Planner

### **Description**

The Deputy Community Development Director assists the Community Development Director with the leadership and management of the department including programs, goals, budgeting and personnel. This position oversees the Planning Division directly, and performs a wide variety of professional planning, zoning and land use related functions. The Deputy Director acts on behalf of or in lieu of the Director and the City at select management, community and regional meetings dealing with community development activities, and operates as the Department Director in his or her absence.

### **Essential Functions**

1. Assists in the development and implementation of goals, objectives, policies, procedures, priorities and budgets to assure the efficient and effective operation of the Planning Division and the Community Development Department.
2. Advise the Community Development Director on all planning-related matters.
3. Provide overall management of current planning division-related issues.
4. Prepare reports on department operations and activities and recommend improvements and modifications.
5. Serve as acting Community Development Director in his or her absence.
6. Implement and manage automated project tracking systems, geographic information systems, and other systems and processes to improve departmental effectiveness.
7. Review comprehensive plan amendments, regulation amendments, re-zonings, annexations, site plans, and plats and manage the implementation procedures.
8. Represent the City within regional organizations in program areas including transportation, natural/water resources planning, community development, hazard mitigation, regional planning, and others.
9. Oversee and/or perform research and prepare statistical reports on land use, physical, social & economic issues.
10. Review redevelopment applications, prepare revitalization plans, amendments, and contracts and manage the implementation process.
11. Provide, and assign staff support as necessary for the City Council, La Vista Community Development Agency, Planning Commission and Board of Adjustment; attend meetings as necessary to present staff reports and to answer questions; provide advice, information and suggestions and represent the Community Development Director in his/her absence.
12. Oversee the administration, interpretation, and changes to the zoning ordinances, sign code regulations, and subdivision regulations.
13. Write staff reports on rezoning and conditional use permit requests and proposals; conduct site reviews and evaluations of proposed projects; meet with developers, business owners, sign company officials to ensure compliance with regulations or assign said tasks as necessary.
14. Manage variance and appeal cases to the Board of Adjustment.
15. Administer design guideline regulations; meet with developers to review requirements of design guideline regulations, review building and landscaping design plans for conformance with design guidelines; organize and conduct design guideline review meetings.
16. Review commercial/industrial projects to ensure conformity with the principles of good planning and land use practices and for compliance with the city's development requirements and design guidelines.

## Deputy Community Development Director

### Position Description

11/27/19

17. As directed, conduct or oversee periodic special studies; coordinate study efforts with outside consultants; provide data, research and special reports upon request from other city departments, research demographic and economic conditions, land use and housing.
18. Hire, provide orientation, train, coach and evaluate the performance of team members. Assign, prioritize and review work. Mentor employees and provide for development and growth.
19. Oversee plan and document reviews by various City departments and external agencies.
20. Communicate and coordinate regularly with appropriate personnel to maximize the effectiveness and efficiency of interdepartmental operations and activities.
21. Meet with representatives, professionals, citizens and organizations to encourage action or resolve problems related to the Department's activities and projects.
22. Provide technical assistance to other departments including supervision of code enforcement issues and GIS management
23. Provide training and direction consistent with the City's commitment to exceptional customer service.
24. Keep abreast of current trends, events and issues concerning planning, land use and development, and inform the Community Development Director of significant matters to ensure proper and effective administration of the department.
25. Monitor and report to the Director on legislative issues impacting the Community Development Department.
26. Perform other duties and responsibilities as directed or as the situation dictates.

### **Essential Physical and Environmental Demands (required with or without accommodation)**

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

1. Work indoors and outdoors occasionally during periods of inclement weather including hot, cold or wet or dark environments.
2. Perform work on job sites or in areas that could be dusty, noisy, confined or present routine construction-related hazards.
3. Routinely walk, stand and sit.
4. Occasionally kneel, bend, crouch, reach, stoop or climb.
5. Occasionally lift objects weighing up to 25 pounds.
6. Operate a motor vehicle.
7. Occasionally traverse rough terrain.
8. Constantly view objects close-up or at a distance, perceive depth, perceive color and adjust vision focus.
9. Hear at a level that allows affective verbal communication.

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

1. Graduation from an accredited college or university with a Bachelor's degree in planning, urban design, geography, architecture, public administration, or a related field. A Master's degree in planning is preferred.
2. A minimum of four (4) years of progressively responsible public planning experience.
3. Four (4) years of supervisory or management experience.
4. Certification by the American Institute of Certified Planners (AICP) is preferred.
5. Must possess valid driver's license.
6. The City may accept any equivalent combination of education and experience.

**Knowledge, Skills and Abilities**

1. Knowledge of urban planning principles and practices as they pertain to zoning and other regulations, development proposals, and comprehensive planning.
2. Knowledge of zoning laws and comprehensive plans, including their formation, process of adoption and enforcement.
3. Ability to read and interpret plans and applicable development regulations and ordinances.
4. Knowledge of Federal, State and Local regulations.
5. Knowledge of research methods and data evaluation.
6. Knowledge of principles and practices of supervision, training, and personnel management.
7. Ability to utilize computers and various software applications in the performance of job duties.
8. Considerable experience with ArcView and the knowledge of the principles of Geographic Information Systems (GIS)
9. Ability to review and make recommendations related to the city's development regulations.
10. Ability to enforce regulations with firmness, tact and impartiality.
11. Ability to manage multiple, high-priority assignments.
12. Ability to manage projects effectively and meet firm deadlines.
13. Ability to utilize independent judgment in the performance of duties.
14. Ability to accurately perform mathematical calculations in the performance of job duties.
15. Ability to apply departmental policies and procedures in the performance of job duties.
16. Ability to accurately prepare and maintain various records, reports, correspondence and other departmental documents.
17. Ability to provide effective supervision and staff management.
18. Ability to work independently and effectively, as part of a team and with the public.
19. Ability to relate to the general public in a courteous and tactful manner.
20. Ability to perform job duties efficiently while managing frequent interruptions.
21. Ability to plan and organize a personal work schedule, set priorities and meet deadlines.
22. Ability to operate common office equipment and telephones.
23. Ability to communicate effectively both orally and in writing.
24. Ability to protect confidential information.
25. Ability to work a varying schedule, including evenings and weekends.
26. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons
27. Ability to affectively supervise and lead staff in creating a cohesive, motivated workgroup.
22. Ability to maintain regular and dependable attendance on the job.

**Contribution this Position Makes to the City**

The City of La Vista is proud to be a City that is better by design. Many of the City's attributes are directly related to work for which the Community Development Department has been responsible. This leadership position contributes to the City's success by working closely with and providing direction to the Community Development Team, City Administration and other City staff on complex and strategic initiatives dealing with planning, zoning, design, land use and other department operations.

**Disclaimer**

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

**NOTE: A drug screen will follow all conditional offers of employment.**

Deputy Community Development Director

Position Description

11/27/19

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 17, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDING THE COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect the new position of Deputy Community Development Director.

**FISCAL IMPACT**

The FY19/FY20 Biennial Budget provides funding for this position.

**RECOMMENDATION**

Approval

**BACKGROUND**

On this agenda of December 17, 2019 the City Council has been provided with a job description for a Deputy Community Development Director position. Provided the Council approves that position, the compensation ordinance is being amended to reflect this change.

ORDINANCE NO. 1376

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

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$8,000 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$16,000 per year.

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

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

Position	Pay Grade
Asst. City Administrator/Dir. Community Services	215
City Clerk	205
City Engineer	210
Deputy City Engineer	205
Community Development Director	210
Director of Administrative Services	215
Director of Public Works	215
Finance Director	210
Human Resources Director	210
Library Director	205
Police Chief/Director of Public Safety	215
Recreation Director	205

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

Position	Pay Grade
Asst. to City Administrator	175
Asst. Planner	160
Asst. Recreation Director	180
Building Superintendent	180
Chief Building Official	180
Community Relations Coordinator	175
Deputy City Clerk	165
Deputy Director Public Works	205
<u>Deputy Community Development Director</u>	<u>195</u>
Financial Analyst	175
Human Resources Generalist	165
Human Resources Manager	180
Librarian II – Inter-Library Loan/Public Services	160
Librarian III	175
Park Superintendent	180
Planner	175
Police Captain	205
Police Records Manager/Office Manager	165
Police Training Coordinator	165

Program Coordinator	160
Street Superintendent	180

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

Position	Pay Grade
Accountant	175
Accounting Clerk	130
Administrative Assistant I	120
Administrative Assistant II	130
Administrative Assistant III	140
Building Inspector I	140
Building Inspector II	160
Building Maintenance Worker I	130
Building Maintenance Worker II	140
Building Technician	165
Code Enforcement Officer	160
Executive Assistant	165
Librarian I	140
Librarian II – Computer/Reference Services	160
Maintenance Worker I	130
Maintenance Worker II	140
Mechanic	140
Park Foreman	165
Permit Technician	120
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	120
Sewer Foreman	165
Shop Foreman	165
Street Foreman	165

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

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

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

**Section 8. Pay for Performance.** Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City’s Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Table 100 and 200 of Section 21 of this Ordinance. For Fiscal



year 2019 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

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

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 11. Health, Dental Life and Long Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

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

Section 12. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 13. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2018 through September 30, 2023," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours over time pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.

- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$150.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked over forty in the pay periods that encompass the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective

Section 14. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

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

Section 15. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 16. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 17. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 18. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 19. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section 20. Wage Tables.

Table 100					
Salaried Exempt Employees			Hourly Non-Exempt Employees		
Rate	Minimum	Maximum	Rate	Minimum	Maximum
100 Pay Grade			140 Pay Grade		
Hourly	\$ 10.50	\$ 13.65	Hourly	\$ 17.20	\$ 24.25
Monthly	\$ 1,820	\$ 2,366	Monthly	\$ 2,981	\$ 4,203
Annually	\$ 21,840	\$ 28,392	Annually	\$ 35,776	\$ 50,440
105 Pay Grade			160 Pay Grade		
Hourly	\$ 12.05	\$ 15.67	Hourly	\$ 22.21	\$ 28.60
Monthly	\$ 2,088.67	\$ 2,716.13	Monthly	\$ 3,850	\$ 4,957
Annually	\$25,064.00	\$ 32,593.60	Annually	\$ 46,197	\$ 59,488
110 Pay Grade			165 Pay Grade		
Hourly	\$ 12.47	\$ 16.23	Hourly	\$ 23.16	\$ 29.37
Monthly	\$ 2,161.47	\$ 2,813.20	Monthly	\$ 4,014	\$ 5,091
Annually	\$25,937.60	\$ 33,758.40	Annually	\$ 48,173	\$ 61,090

115 Pay Grade			175 Pay Grade		
Hourly	\$ 13.10	\$ 17.03	Hourly	\$ 26.54	\$ 34.02
Monthly	\$ 2,270.67	\$ 2,951.87	Monthly	\$ 4,600	\$ 5,897
Annually	\$27,248.00	\$ 35,422.40	Annually	\$ 55,203	\$ 70,762
120 Pay Grade			180 Pay Grade		
Hourly	\$ 14.95	\$ 20.18	Hourly	\$ 29.11	\$ 37.92
Monthly	\$ 2,591.33	\$ 3,497.87	Monthly	\$ 5,046	\$ 6,573
Annually	\$31,096.00	\$ 41,974.40	Annually	\$ 60,549	\$ 78,874
130 Pay Grade			195 Pay Grade		
Hourly	\$ 15.64	\$ 22.05	Hourly	\$ 34.93	\$ 45.38
Monthly	\$ 2,710.93	\$ 3,822.00	Monthly	\$ 6,055	\$ 7,866
Annually	\$32,531.20	\$ 45,864.00	Annually	\$ 72,654	\$ 94,390

Table 200 Management Exempt Employees		
Rate	Minimum	Maximum
205 Pay Grade		
Hourly	\$ 36.34	\$ 50.59
Monthly	\$ 6,299	\$ 8,769
Annually	\$ 75,587	\$ 105,227
210 Pay Grade		
Hourly	\$ 38.62	\$ 54.92
Monthly	\$ 6,694	\$ 9,519
Annually	\$ 80,330	\$ 114,234
215 Pay Grade		
Hourly	\$ 42.66	\$ 64.00
Monthly	\$ 7,394	\$ 11,093
Annually	\$ 88,733	\$ 133,120

Table 400 FOP Collective Bargaining Hourly Non-Exempt						
Rate	A	B	C	D	E	F
426 Pay Grade						
Hourly				\$ 39.97	\$ 41.63	\$ 44.27
Monthly				\$ 6,928	\$ 7,216	\$ 7,673
Annually				\$83,138	\$86,590	\$92,082
423 Pay Grade						
Hourly	\$ 26.20	\$ 27.97	\$ 30.75	\$ 32.54	\$ 35.52	\$ 37.37
Monthly	\$ 4,541	\$ 4,848	\$ 5,330	\$ 5,640	\$ 6,157	\$ 6,477
Annually	\$ 54,496	\$ 58,178	\$ 63,960	\$ 67,683	\$ 73,882	\$ 77,730

Section 21. Repeal of Ordinance No. ~~4327-1376~~. Ordinance No. ~~4327-1376~~ originally passed and approved on the ~~4th-19th~~ day of ~~September-November 2018-2019~~ is hereby repealed.

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

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

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2019.

CITY OF LA VISTA

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

ATTEST:

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