

## LA VISTA CITY COUNCIL MEETING AGENDA

December 5, 2023

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**
- **Police Department Life Saving Award: Seth Howard and Tommy Robb**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the November 21, 2023 City Council Meeting**
3. **Request for Payment - NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$102,562.70**
4. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$957.50**
5. **Request for Payment – Fisher Parking & Security – Equipment – Parking Garage #2 Project – \$10,138.00**
6. **Approval of Claims**

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

**B. Collective Bargaining Agreement – La Vista Fraternal Order of Police**

1. **Resolution – Approve the Proposed Agreement**
2. **Ordinance – Amend the Compensation Ordinance**

**C. Resolution – Amend Keno Operator Agreement**

**D. Resolution – Approve Purchase – Pickup**

**E. Resolution – Declare Equipment Surplus**

**F. Discussion – Cimarron Woods Proposed Interlocal – Library Cards**

**G. Discussion – Workforce Planning**

**H. Executive Session – Personnel**

- **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.

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## MINUTE RECORD

No. 729 - REDFIELD DIRECT E2106195KV

**LA VISTA CITY COUNCIL  
MEETING  
November 21, 2023**

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on November 21, 2023. Present were Mayor Kindig and Councilmembers: Ronan, Sheehan, Thomas, Quick, Sell and Hale. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Finance Director Harris, Library Director Barcal, Police Captain Barcal, Recreation Director Boller, Human Resources Director Lowery, City Engineer Dowse, Director of Public Works Soucie and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on November 8, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

**SERVICE AWARD: KATIE SPENCER – 5 YEARS**

Mayor Kindig recognized Katie Spencer for 5 years of service to the City.

**APPOINTMENT – CIVIL SERVICE COMMISSION – REAPPOINT MARY HEWITT –  
5 YEAR TERM**

Mayor Kindig stated, with the approval of the City Council, he would like to reappoint Mary Hewitt to the Civil Service Commission for a 5 year term. Councilmember Thomas motioned the approval, seconded by Councilmember Quick. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

**A. CONSENT AGENDA**

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE NOVEMBER 7, 2023 CITY COUNCIL  
MEETING
3. MONTHLY FINANCIAL REPORT – SEPTEMBER 2023
4. MONTHLY FINANCIAL REPORT – OCTOBER 2023
5. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL  
SERVICES – 84<sup>TH</sup> STREET BRIDGE – \$1,500.00
6. REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO –  
CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE  
IMPROVEMENTS – \$115,052.00
7. REQUEST FOR PAYMENT – HGM ASSOCIATES INC – PROFESSIONAL  
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –  
PHASE 2 FINAL DESIGN – \$24,648.64
8. REQUEST FOR PAYMENT – HGM ASSOCIATES INC – PROFESSIONAL  
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –  
PHASE 2 FINAL DESIGN – \$38,008.28
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$3,552.50
10. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL  
SERVICES – PLACEMAKING PHASE 1 – \$4,956.50
11. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION  
SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 –  
\$751,673.00

**12. APPROVAL OF CLAIMS**

1-800 RADIATOR, maint.	4,268.00
ABM INDUSTRIES INC, services	16,643.70
ACTIVE NETWORK LLC, services	142.45
ALEGENT CREIGHTON HEALTH, services	1,390.23

# MINUTE RECORD

AMAZON, supplies	475.64
AMERICAN HERITAGE, insurance	1,396.91
ASPEN EQUIPMENT CO, maint.	1,245.95
AT&T MOBILITY LLC, phones	98.38
BERENS-TATE CONSULTING GRP, services	3,000.00
BERGANKDV LLC, services	637.50
BIBLIOTHECA LLC, books	38.56
BIG RED LOCKSMITHS, services	21.00
BISHOP BUSINESS EQUIPMENT, supplies	1,373.86
BLACK HILLS ENERGY, utilities	2,964.47
B. MATHEW, supplies	68.97
BRITE IDEAS DECORATING, bldg&grnds	1,601.50
CENTER POINT, books	236.10
CENTURY LINK/LUMEN, phones	246.15
CHARGEPOINT INC, services	18,112.00
CINTAS CORPORATION, services	625.34
CITY OF OMAHA, services	306,221.60
CITY OF PAPILLION, services	237,694.00
COMP CHOICE INC, services	495.00
CONCRETE SUPPLY, INC, services	1,743.13
CONSOLIDATED MANAGEMENT CO, services	5.50
CONVERGINT TECHNOLOGIES LLC, services	410.53
COX COMMUNICATIONS, services	147.03
CULLIGAN OF OMAHA, services	23.60
CUMMINS SALES AND SERVICE, maint.	4,567.79
D & K PRODUCTS, supplies	7,232.50
DEARBORN NATIONAL LIFE, services	7,897.80
DEMCO INC, supplies	96.27
DULTMEIER SALES LLC, maint.	1,344.00
ESSENTIAL SCREENS, services	255.78
EYMAN PLUMBING INC, maint.	188.40
FASTENAL CO, maint.	586.81
FITZGERALD SCHORR BARMETTLER, services	33,260.65
GALLS LLC, supplies	344.31
GATEWAY COLLISION CENTER, services	1,000.00
GENUINE PARTS COMPANY-OMAHA, supplies	352.59
GRASS PAD, bldg&grnds	125.72
GREAT PLAINS COMMUNICATION, services	1,083.09
GREAT PLAINS UNIFORMS, apparel	273.48
GROSSENBACHER BROTHERS, supplies	885.00
HAMPTON INN-KEARNEY, services	809.70
HOBBY LOBBY, supplies	32.13
HY-VEE, services	1,206.81
INDUSTRIAL SALES CO, maint.	1,981.15
INGRAM LIBRARY SERVICES LLC, books	447.17
J&M DISPLAYS, services	5,000.00
JE DUNN CONSTRUCTION CO, services	1,179,143.00
KANOPIY INC, media	140.00
KIMBALL MIDWEST, supplies	121.68
KRIHA FLUID POWER CO, maint.	355.03
KRIS SCHWARZ, services	150.00
LABRIE, DONALD P, services	300.00
LAMP RYNEARSON & ASSOCIATES, services	34,285.45
LERNER PUBLISHING GROUP, books	1,282.57
LIBRARY IDEAS, books	3,785.00

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LINCOLN NATIONAL LIFE INS CO, services	6,940.84
MARCO INC, services	147.87
MATHESON TRI-GAS INC, bldg&grnds	265.60
MEDICA INSURANCE CO, services	133,799.97
MENARDS-RALSTON, supplies	343.45
METLIFE, services	1,148.98
METRO AREA TRANSIT, services	2,460.00
MICROFILM IMAGING SYSTEMS INC, services	180.00
MID-AMERICAN BENEFITS INC, services	11,159.57
MIDWEST TAPE, media	66.98
MSC INDUSTRIAL SUPPLY CO, supplies	649.56
MUNICIPAL PIPE TOOL CO, maint	208.89
NE DEPT OF REVENUE, taxes	25.00
NE IA DOOR, services	192.00
NE LAW ENFORCEMENT, services	25.00
NMC GROUP INC, maint.	3,479.15
NSG LOGISTICS, LLC, services	2,035.13
OFFICE DEPOT, supplies	611.33
OLSSON, INC, services	1,192.50
OMAHA WINNELSON SUPPLY, maint.	49.20
OMNI ENGINEERING, services	635.25
O'REILLY AUTO PARTS, supplies	2,719.58
PAPILLION SANITATION, services	2,817.12
PAPILLION TIRE INC, maint.	1,927.64
PAYROLL MAXX, payroll & taxes	439,440.20
PETTY CASH, supplies	364.13
PITNEY BOWES, services	1,750.00
PORT-A-JOHNS, service	320.00
RAINBOW GLASS & SUPPLY, maint.	105.00
RDG PLANNING & DESIGN, services	15,057.04
RIVER CITY RECYCLING, services	252.00
ROSARIO CANIGILA, supplies	10,270.00
RTG BUILDING SERVICES INC, bldg&grnds	6,765.00
SAPP BROS, services	1,055.46
SARPY COUNTY, services	13,625.90
SCHWARTZ, DEREK, reimbursement	108.27
SIGN IT, supplies	777.50
SITE ONE LANDSCAPE SUPPLY, maint.	2,894.60
SOUTHERN UNIFORM & TACTICAL, apparel	195.75
SUBURBAN NEWSPAPERS INC, services	851.45
SUN VALLEY LANDSCAPING, bldg&grnds	1,734.10
TED'S MOWER SALES, maint.	947.96
THE ASTRO THEATER, services	916.64
THE COLONIAL PRESS, services	7,070.95
THE PANCAKE MAN, services	1,306.80
THOMAS & THOMAS COURT REPORTERS, services	273.00
THREE RIVERS LIBRARY SYSTEM, media	5.00
TORNADO WASH LLC, services	217.00
TRAVELERS, services	316,629.50
UNITE PRIVATE NETWORKS LLC, services	4,950.00
US BANK NAT'L ASSOC, supplies/services	44,822.84
UPS, services	12.56
USI EDUCATION & GOV SALES, media	89.27
VAN-WALL EQUIPMENT INC, maint	233.91
VERIZON WIRELESS, phones	1,599.85

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VIERREGGER ELECTRIC CO, services	1,792.00
WASTE MANAGEMENT NE, services	125.00
WELDON PARTS INC, maint.	512.59
WHITE CAP LP, supplies	649.37

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris provided an update on new monthly financial reports.

Library Director Barcal reported on comparison programming from FY22 to FY23.

Park Superintendent Allen provided an update on Central Park playground equipment.

## B. RESOLUTION – INSURANCE BROKER AGREEMENT – ADDENDUM ONE

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-142 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING ADDENDUM ONE TO THE AGREEMENT WITH FIRST INSURANCE GROUP LLC DBA FNIC (FORMERLY THE HARRY A. KOCH COMPANY) TO EXTEND THE EXPIRATION DATE OF THE INSURANCE BROKER SERVICES AGREEMENT THROUGH SEPTEMBER 30, 2024.

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

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

WHEREAS, The City of La Vista and First Insurance Group LLC dba FNIC (formerly The Harry A. Koch Company) wish to execute Addendum One to extend the expiration date of the Agreement to September 30, 2024

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approves Addendum One to the agreement with First Insurance Group LLC dba FNIC (formerly The Harry A. Koch Company) to extend the expiration date of the Agreement to September 30, 2024 and authorizes the Mayor to execute said addendum.

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

## C. ZONING MAP AMENDMENTS – SECTIONS 2.04 – DEFINITIONS: C, 2.07 – DEFINITIONS F: & 5.13 LIGHT INDUSTRIAL

### 1. PUBLIC HEARING

At 6:36 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Zoning Map Amendments – Sections 2.04 – Definitions: C, 2.07 – definitions F: & 5.13 Light Industrial.

At 6:38 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

### 2. ORDINANCE

# MINUTE RECORD

November 21, 2023

No. 729 — REDFIELD DIRECT E2106195KV

Councilmember Quick introduced Ordinance No. 1500 entitled: AN ORDINANCE TO AMEND SECTIONS 2.04, 2.07 AND 5.13 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 2.04, 2.07 AND 5.13 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1500. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **D. EXPAND THE CITY'S EXTRATERRITORIAL JURISDICTION (ETJ)**

### **1. PUBLIC HEARING**

At 6:40 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the expansion of the City's Extraterritorial Jurisdiction (ETJ). Deputy Community Development Director Solberg gave an overview.

At 6:47 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

### **2. ORDINANCE**

Councilmember Hale introduced Ordinance No. 1501 entitled: AN ORDINANCE TO EXTEND AND REVISE BOUNDARIES OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LA VISTA NEBRASKA; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1501. Councilmember Hale seconded the motion. Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **E. FUTURE LAND USE MAP AMENDMENT**

### **1. PUBLIC HEARING**

At 6:48 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Future Land Use Map Amendment.

# MINUTE RECORD

At 6:48 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

## 2. ORDINANCE

Councilmember Hale introduced Ordinance No. 1502 entitled: AN ORDINANCE TO AMEND SECTIONS 1 AND 2 OF ORDINANCE NO. 1404 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 TO UPDATE THE COMPREHENSIVE DEVELOPMENT PLAN AND RELATED FUTURE LAND USE MAP; TO REPEAL SECTIONS 1 AND 2 OF ORDINANCE NO. 1404 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY OTHER CONFLICTING ORDINANCES AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1502. Councilmember Hale seconded the motion. Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## F. ZONING MAP AMENDMENT

### 1. PUBLIC HEARING

At 6:50 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Zoning Map Amendment.

At 6:50 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

## 2. ORDINANCE

Councilmember Hale introduced Ordinance No. 1503 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1503. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## G. RESOLUTION – AUTHORIZE 90 DAY EXTENSION TO RECORD A FINAL PLAT – MAYFAIR 2<sup>ND</sup> ADDITION REPLAT EIGHT

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-143 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA

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November 21, 2023

No. 729 — REDFIELD DIRECT E2106195KV

VISTA, NEBRASKA, GRANTING APPROVAL OF A 90-DAY EXTENSION TO RECORD THE FINAL PLAT FOR LOT 1 MAYFAIR 2<sup>ND</sup> ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 2, MAYFAIR 2<sup>ND</sup> ADDITION REPLAT SEVEN AND LOT 2 MAYFAIR 2<sup>ND</sup> ADDITION REPLAT THREE, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above-described piece of property have submitted a letter requesting an extension to the filing deadline for Lot 1 Mayfair 2<sup>nd</sup> Addition Replat Eight final plat; and

WHEREAS, the City Planner has reviewed the request and recommends approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the 90-day extension to record the final plat for Lot 1 Mayfair 2<sup>nd</sup> Addition Replat Eight being a replatting of Lot 2 Mayfair 2<sup>nd</sup> Addition Replat Three, together with Lots 1, 2, and 3 Mayfair 2<sup>nd</sup> Addition Replat Seven, a subdivision located in the southeast quarter of the southeast quarter of Section 16, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northeast of the intersection of S 99<sup>th</sup> Street and Hillcrest Plaza, be, and hereby is, approved, subject to execution of the corresponding Subdivision Agreement presented at this Council meeting.

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

## H. RESOLUTION – AUTHORIZE PURCHASE – FLEX WING ROTARY CUTTER

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-144 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) JOHN DEERE FLEX WING ROTARY CUTTER FROM AKRS EQUIPMENT SOLUTIONS, GRETNA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$21,832.36.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Flex Wing Rotary Cutter is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed 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 purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a one (1) John Deere Flex Wing Rotary Cutter from AKRS Equipment Solutions, Gretna, Nebraska in an amount not to exceed \$21,832.36.

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

## I. RESOLUTION – AUTHORIZE PURCHASE – SINGLE AXLE DUMP TRUCK

Councilmember Quick introduced and moved for the adoption of Resolution No. 23-145 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) 2025 WESTERN STAR 47X SINGLE AXLE DUMP TRUCK FROM TRUCK CENTER COMPANIES, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$302,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Single Axle Dump Truck is necessary; and

# MINUTE RECORD

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed 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 purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a one (1) 2025 Western Star 47X Single Axle Dump Truck from Truck Center Companies, Omaha, Nebraska in an amount not to exceed \$302,000.00.

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

## J. RESOLUTION – AUTHORIZE PURCHASE – EMERGENCY LIGHTING MOTORCYCLES

Councilmember Quick introduced and moved for the adoption of Resolution No. 23-146 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF EMERGENCY LIGHTING AND SIGNALING EQUIPMENT FOR TWO (2) POLICE MOTORCYCLES FROM JONES AUTOMOTIVE, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$10,200.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of emergency lighting and signaling equipment for two (2) police motorcycles is necessary, and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase., and

WHEREAS, Jones Automotive is a sole source vendor and will extend that price to the City of La Vista, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of emergency lighting and signaling equipment for two (2) police motorcycles from Jones Automotive, Omaha, Nebraska in an amount not to exceed \$10,200.00.

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

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

## COMMENTS FROM THE FLOOR

Clayton Monical 8810 Granville Parkway addressed the Council about the noise during events at The Astro and damage in his yard due to fiber optics.

## K. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS; PERSONNEL

At 7:08 p.m. Councilmember Quick made a motion to go into executive session for protection of the public interest for contract negotiations and for the protection of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. Mayor Kindig

# MINUTE RECORD

November 21, 2023

No. 729 — REDFIELD DIRECT E2106195KV

stated the executive session would be limited to the subject matters contained in the motion.

At 7:28 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Quick thanked Council for sending them to NLC.

At 7:31 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF DECEMBER 2023.

CITY OF LA VISTA

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

ATTEST:

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

City of Omaha  
Public Works Department  
Construction Division

## WEEKLY PROGRESS REPORT

Page 1 of 12

CONTRACTOR NL &amp; L

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 11/04/23

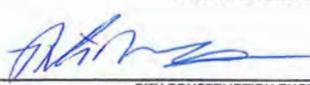
PROJECT NO. M376(228)

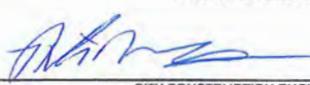
REPORT NO. 31

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY		
SUNDAY 10/29/23	Temp 35/20, wintery mix forecasted, No work on Sunday's	0	Y	Paving - Total Value of Work This Period	\$294.00	
				Sewer - Total Value of Work This Period	\$1,554.02	
				Paving - Total Value of Work To Date	\$491,079.42	
				Sewer - Total Value of Work To Date	\$733,564.47	
MONDAY 10/30/23	Temp 42/22, NLL no work on site, progress meeting, HGM 0800-0900, No pay items for the day, Rock was installed last Friday on S 70th St. in the sewer repair openings for a total of 14.70 tons, item 52 14.70 tons of rock.	1	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00	
				Total Value of Stored Materials Remaining To Date	\$0.00	
TUESDAY 10/31/23	Temp 37/22, NLL no work on site, HGM no work on site, No pay items	0	Y	Estimated Contract Value	\$ 4,746,349.05	
				Percent Complete By Value	26%	
WEDNESDAY 11/01/23	Temp 52/20, NLL 0700-1530, HGM 0800-1330. Contractor vac'd utility locations for upcoming sewer lateral repair work on S 70th st 7334 going south to S 69th St. Started working on 7334 service lateral, contractor suspended work at 1330 barricaded opening on SB side of road, NB open to traffic. No pay items	8	Y	Contract Calendar / Work Days	211	
				Calendar / Work Days This Period	7	
THURSDAY 11/02/23	Temp 58/27, NLL 0700-1600, HGM 0800-1530, Finished work on 7334 S 70th Service lateral. No paving crews on site. Pay items 2S rem pavement 40.82 SY, 33 rem serv lat 13', 34 inst serv lat 13', 52 Temp agg surface cours, no pay salvaged material.	8	Y	Calendar / Work Days Used To Date	216	
				Percent Time Used	102%	
FRIDAY 11/03/23	Temp 59/38 NLL 0730-1200, HGM 0800-1200, No sewer lateral work on site, general project clean up. No pay items	5	Y	% Retained Paving/Sewer	10.0000%	
				Amount Retained to Date Paving	\$49,107.94	
				Amount Retained To Date Sewer	\$73,356.45	
SATURDAY 11/04/23	temp 60/30 - No work on site, no pay items	0	Y	Net Amount Due To Date	\$1,102,179.50	
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00	
Other Comments				Net Amount Due To Date Including Incentive Earned / Disincentive Assessed	\$1,102,179.50	
				Total Previous Payments To Date	\$999,616.80	
				Amount Due To Date	\$102,562.70	

  
CONTRACTOR / DATE  
11-05-23

Paula Pogge HGM Associates 09 Nov 2023  
PROJECT REPRESENTATIVE / DATE

  
Paula Pogge, HGM Associates, 20 Nov 2023  
PROJECT MANAGER / DATE

  
11/04/23  
CITY CONSTRUCTION ENGINEER / DATE

OK TO PA-1  
PMD 11/10/23  
02.71.0917.CCC-SEUR13CC1  
SEWER = \$ 67,609.00  
STREET = \$ 34,953.70

## WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$156,000.00	LS	-	\$0.00	50.0%	0.50	\$78,000.00
2	Paving 2	Remove Pavement	7,830.00	\$11.00	SY	-	\$0.00	33.0%	2,610.22	\$28,712.42
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	1.0%	4.53	\$49.83
4	Paving 4	Remove Sidewalk - Paving	7,396.00	\$2.00	SF	-	\$0.00	53.0%	3,926.05	\$7,852.10
5	5	Remove Concrete Curb and Gutter	1,850.00	\$12.00	LF	-	\$0.00	20.0%	361.70	\$4,340.40
6	6	Perform Cold Planning-Asphalt	28,390.00	\$6.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	3,130.00	\$187.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	5,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L65 - Paving	7,658.00	\$75.00	SY	-	\$0.00	37.0%	2,849.40	\$213,705.00
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	96.00	\$92.00	SY	-	\$0.00	35.0%	33.33	\$3,066.36
14	14	Construct Concrete Curb and Gutter	1,850.00	\$42.00	LF	-	\$0.00	20.0%	371.70	\$15,611.40
15	Paving 15	Construct 6" Driveway - Type L65 - Paving	841.00	\$59.00	SY	-	\$0.00	1.0%	4.53	\$267.27
16	16	Construct 6" Driveway - Type L85	50.00	\$62.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	-	\$0.00	1.0%	86.94	\$304.29
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	25.0%	3.00	\$2,400.00
19	19	Adjust Manhole to Grade	32.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
20	20	Remove & Replace Curb inlet Top	5.00	\$3,200.00	EA	-	\$0.00	60.0%	3.00	\$9,600.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	25.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	14.0%	0.1428	\$7,140.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$6.75	SF	-	\$0.00	72.0%	3,596.70	\$24,277.73
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	38.0%	200.80	\$1,506.00
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	40.0%	550.61	\$7,708.54
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	-	\$0.00	38.0%	168.00	\$7,560.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	226.0%	544.50	\$21,780.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	46.0%	879.29	\$3,297.34
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	53.0%	1,020.12	\$3,060.36

**PAYMENT FOR WORK PERFORMED**

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	250.0%	5.00	\$625.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	14.70	\$294.00	504.0%	1,008.52	\$20,170.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	50.0%	0.50	\$72,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,998.00	\$11.00	SY	40.82	\$449.02	87.0%	5,222.30	\$57,445.30
S3	Sewer 3	Remove Concrete Driveway - Sewer	1,915.00	\$11.00	SY	-	\$0.00	23.0%	447.78	\$4,925.58
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	13.0%	908.60	\$1,817.20
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	5,998.00	\$75.00	SY	-	\$0.00	76.0%	4,581.35	\$343,601.25
S15	Sewer 15	Construct 6" Driveway - Sewer	1,915.00	\$59.00	SY	-	\$0.00	22.0%	429.46	\$25,338.14
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	0.0%	-	\$0.00
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$6.75	SF	-	\$0.00	12.0%	848.60	\$5,728.05
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	13.00	\$260.00	43.0%	2,314.09	\$46,281.80
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$65.00	LF	13.00	\$845.00	43.0%	2,118.76	\$137,719.40
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	0.0%	-	\$0.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	26.00	\$175.00	LF	-	\$0.00	824.0%	214.33	\$37,507.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs , Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,867.00	\$45.00	LF	-	\$0.00	0.0%	-	\$0.00
40	40	Install 15"CIPP Liner	927.00	\$65.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Instate Service lines	332.00	\$100.00	EA	-	\$0.00	0.0%	-	\$0.00
42	42	CIPP End Seal, 8-in	83.00	\$195.00	EA	-	\$0.00	0.0%	-	\$0.00
43	43	CIPP End Seal, 15-in	9.00	\$260.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline inspection	11,794.00	\$4.50	LF	-	\$0.00	0.0%	-	\$0.00
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,794.00	\$3.00	LF	-	\$0.00	0.0%	-	\$0.00
46	46	Jet Existing Sanitary Sewer	11,794.00	\$2.75	LF	-	\$0.00	0.0%	-	\$0.00
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	0.0%	-	\$0.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	0.0%	-	\$0.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	0.0%	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	90.0%	88.00	\$6,424.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	73.0%	16.00	\$3,200.00
63	CO1 55	3/4" Limestone Pipe Bedding	48.00	\$29.50	Ton	-	\$0.00	51.0%	24.44	\$720.98
64	CO1A 56	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	-	\$0.00	100.0%	4.00	\$16,800.00
65	CO1A 57	Remove existing inlets	3.00	\$500.00	ea	-	\$0.00	100.0%	3.00	\$1,500.00
66	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
67	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
68	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
69	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
70	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
71	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
72	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
73	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
74	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
75	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
76	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
77	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
78	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
79	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
80	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
81	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
82	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
83	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
84	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
85	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
86	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
87	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
88	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
89	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
90	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
91	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
92	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
93	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
94	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
95	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
96	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
97	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
98	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
99	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
100	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
101	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
102	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
103	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
104	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
105	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
106	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
107	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
108	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
109	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
110	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
111	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
112	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
113	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
114	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
115	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
116	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
117	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
118	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
119	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
120	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
121	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
122	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
123	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
124	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
125	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
126	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
127	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
128	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
129	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
130	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
131	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
132	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
133	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
134	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
135	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
136	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
137	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
138	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
139	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
140	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
141	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
142	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
143	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
144	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
145	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
146	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
147	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
148	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
149	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
150	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
151	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
152	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
153	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
154	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
155	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
156	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
157	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
158	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
159	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
160	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
161	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
162	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
163	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
164	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
165	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
166	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
167	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
168	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
169	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
170	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
171	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
172	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
173	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
174	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
175	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
176	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
177	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
178	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
179	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
180	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
181	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
182	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
183	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
184	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
185	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
186	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
187	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
188	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
189	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
190	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
191	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
192	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
193	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
194	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
195	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
196	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
197	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
198	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
199	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
200	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
201	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
202	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
203	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
204	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
205	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
206	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
207	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
208	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
209	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
210	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
211	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
212	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
213	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
214	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
215	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
216	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
217	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
218	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
219	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
220	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
221	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
222	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
223	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
224	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
225	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
226	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
227	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
228	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
229	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
230	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
231	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
232	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
233	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
234	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
235	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
236	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
237	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
238	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
239	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
240	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
241	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
242	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
243	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
244	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
245	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
246	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
247	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
248	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
249	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
250	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
251	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
252	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
253	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
254	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
255	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
256	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
257	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
258	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
259	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
260	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
261	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
262	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
263	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
264	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
265	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
266	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
267	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
268	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
269	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
270	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
271	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
272	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
273	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
274	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
275	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
276	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
277	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
278	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
279	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
280	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
281	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
282	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
283	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
284	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
285	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
286	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
287	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
288	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
289	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
290	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
291	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
292	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
293	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
294	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
295	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
296	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
297	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
298	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
299	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
300	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
301	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
302	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
303	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
304	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
305	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
306	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
307	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
308	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
309	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
310	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
311	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
312	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
313	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
314	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
315	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
316	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
317	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
318	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
319	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
320	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
321	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
322	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
323	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
324	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
325	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
326	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
327	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
328	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
329	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
330	0 0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

## Invoice

# olsson

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

November 14, 2023  
 Invoice No: 476838

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

**Invoice Total** **\$957.50**

Olsson Project # 022-03277

La Vista City Park Pavilion Testing

Professional services rendered through November 4, 2023 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 400 Project Management  
**Labor**

		Hours	Rate	Amount
Project Manager		.50	115.00	57.50
Totals		.50		57.50
<b>Total Labor</b>				<b>57.50</b>
				<b>Total this Phase</b> <b>\$57.50</b>

Phase 500 SWPPP  
**Fee**

Number of internal units	1.00	
Fee Each	900.00	
Subtotal	900.00	
	<b>Subtotal</b>	<b>900.00</b>
	<b>Total this Phase</b>	<b>\$900.00</b>
	<b>AMOUNT DUE THIS INVOICE</b>	<b>\$957.50</b>

Email invoices to: pdowse@cityoflavista.org

Authorized By: Douglas Carey

OKAY PAY  
 PMD 11/17/23  
 16.71.0919.001-PARK18601



Fisher Parking &amp; Security, Inc.

(816) 630-2730  
 accounting@parking-security.com  
 http://www.parking-security.com

## Proposal

ADDRESS  
 City of La Vista  
 8116 Park View Blvd  
 La Vista, NE 68128  
 United States

SHIP TO  
 City of La Vista  
 8116 Park View Blvd  
 La Vista, NE 68128  
 United States

PROPOSAL # 6696  
 DATE 10/17/2023

SHIP VIA  
 GND

CUSTOMER P.O.  
 EMV

DATE	ACTIVITY	QTY	UNIT PRICE	EXTENDED PRICE
	<b>T-209-0030-19</b> Credit Card RDR, EMV Chip Only	2	2,275.00	4,550.00T
	<b>T-209-0030-62-A10</b> EMV PX Contactless Reader	2	522.00	1,044.00T
	<b>IM-0204-1123</b> X60 MP EMV Retrofit Kit	2	572.00	1,144.00T
	<b>IB-0402-1094</b> MP-60 Standard Graphic Panel	2	280.00	560.00T
	<b>91-1212</b> Fisher Parking & Security, Inc. Professional Services Installation and Programming of EMV Entry reader kits.	1	2,480.00	2,480.00
	<b>T-SPK-EMV</b> [SPARK Suite Cloud] TIBAPay EMV - Add Payment Device Monthly, Per Device over 5 Total	60	5.00	300.00

TERMS: Terms of sale, unless stated elsewhere shall be strictly followed in accordance with these terms. Terms are as such: Projects under \$25K require 20% down payment, net 20. Projects over \$25K require a 50% down payment. In the event terms are extended and Seller is not paid when due, all overdue payments shall bear interest until paid at eighteen (18%) percent or at the highest rate permitted by applicable law from date payment is due. Review all T&C here:  
<https://bit.ly/2ZL3MSz>

SUBTOTAL	10,078.00
TAX (0)	0.00
SHIPPING	60.00
<b>TOTAL</b>	<b>\$10,138.00</b>

*Consent Agenda*

*15710917.000 of CM DV18002*

*Equipment - Parking Garage #2 project*

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140980	11/22/2023	DESIGN WORKSHOP INC	1,500.00	N
140981	11/22/2023	HGM ASSOCIATES, INC.	62,656.92	N
140982	11/22/2023	JE DUNN CONSTRUCTION COMPANY	115,052.00	N
140983	11/22/2023	RDG PLANNING & DESIGN	4,956.50	N
140984	11/22/2023	SAMPSON CONSTRUCTION CO., INC	751,673.00	N
140985	11/22/2023	THOMPSON DREESSEN & DORNER, INC.	3,552.50	N
2820(E)	11/30/2023	ACTIVE NETWORK LLC	272.09	N
2821(E)	11/30/2023	CENTURY LINK/LUMEN	841.24	N
2822(E)	11/30/2023	CENTURY LINK/LUMEN	91.01	N
2823(E)	11/30/2023	COX COMMUNICATIONS, INC.	467.15	N
2824(E)	11/30/2023	GREATAMERICA FINANCIAL SERVICES	1,581.73	N
2825(E)	11/30/2023	METROPOLITAN UTILITIES DISTRICT	10,599.05	N
2826(E)	11/30/2023	MID-AMERICAN BENEFITS INC	1,084.23	N
2827(E)	11/30/2023	OMAHA PUBLIC POWER DISTRICT	45,139.19	N
2828(E)	11/30/2023	PAYROLL MAXX	418,272.19	N
2829(E)	11/30/2023	U.S. CELLULAR	1,874.92	N
2830(A)	12/05/2023	CITY OF OMAHA	910.08	N
140986	12/05/2023	4IMPRINT	377.16	N
140987	12/05/2023	ALEGENT CREIGHTON HEALTH	1,476.00	N
140988	12/05/2023	AMAZON CAPITAL SERVICES, INC.	2,318.29	N
140990	12/05/2023	ARNOLD MOTOR SUPPLY	3,737.99	N
140991	12/05/2023	BARCO MUNICIPAL PRODUCTS INC	196.36	N
140992	12/05/2023	BARRINGTON LIBRARY	34.99	N
140993	12/05/2023	BJSA-BELLEVUE JR SPORTS ASSN	600.00	N
140994	12/05/2023	BRITE IDEAS DECORATING	3,834.10	N
140995	12/05/2023	CENTER POINT, INC.	46.74	N
140996	12/05/2023	CINTAS CORPORATION NO. 2	630.39	N
140997	12/05/2023	CITY OF PAPILLION	13,889.02	N
140998	12/05/2023	CONTROL MASTERS INCORPORATED	5,327.09	N
140999	12/05/2023	CULLIGAN OF OMAHA	50.15	N
141000	12/05/2023	D & K PRODUCTS	279.00	N
141001	12/05/2023	DEBRA HALE	202.45	N
141002	12/05/2023	DELL MARKETING L.P.	538.97	N
141003	12/05/2023	DIAMOND VOGEL PAINTS	112.49	N
141004	12/05/2023	DILLON BROS HARLEY DAVIDSON	154.95	N
141005	12/05/2023	DOG WASTE DEPOT	791.92	N
141006	12/05/2023	DULTMEIER SALES LLC	48.60	N
141007	12/05/2023	EYMAN PLUMBING INC	210.00	N
141008	12/05/2023	FERGUSON US HOLDINGS INC	207.46	N
141009	12/05/2023	FIKES COMMERCIAL HYGIENE LLC	31.00	N
141010	12/05/2023	FUN EXPRESS LLC	180.50	N
141011	12/05/2023	GALE	296.14	N
141012	12/05/2023	GENERAL FIRE & SAFETY EQUIP CO	1,290.50	N
141013	12/05/2023	GILMORE & BELL PC	2,500.00	N
141014	12/05/2023	GODFATHER'S PIZZA	64.00	N
141015	12/05/2023	GRAINGER	358.49	N
141016	12/05/2023	GREAT PLAINS UNIFORMS	220.00	N

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COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
141017	12/05/2023	GRETNA WELDING INC	2,500.00	N
141018	12/05/2023	HAMPTON INN-KEARNEY	269.90	N
141019	12/05/2023	HARM'S CONCRETE INC	199.50	N
141020	12/05/2023	HOBBY LOBBY STORES INC	143.49	N
141021	12/05/2023	HOME DEPOT CREDIT SERVICES	1,068.40	N
141022	12/05/2023	HY-VEE INC	230.64	N
141023	12/05/2023	INDUSTRIAL SALES COMPANY INC	645.82	N
141024	12/05/2023	INGRAM LIBRARY SERVICES LLC	2,342.71	N
141025	12/05/2023	INOTEK LLC	6,000.00	N
141026	12/05/2023	JONES AUTOMOTIVE INC	3,573.41	N
141027	12/05/2023	JUSTIN KOFOED LLC	300.00	N
141028	12/05/2023	K & J ELITE SPORTS TURF INC	2,250.00	N
141029	12/05/2023	LABRIE, DONALD P	525.00	N
141030	12/05/2023	LARSON, CRYSTAL	77.16	N
141031	12/05/2023	LEADS ONLINE LLC	4,037.00	N
141032	12/05/2023	LIBRA INDUSTRIES INC	77.00	N
141033	12/05/2023	LIBRARY IDEAS LLC	1,084.92	N
141034	12/05/2023	LOWE'S CREDIT SERVICES	114.38	N
141035	12/05/2023	LYMAN-RICHEY SAND & GRAVEL CO	904.17	N
141036	12/05/2023	MACQUEEN EQUIPMENT LLC	7,525.96	N
141037	12/05/2023	MENARDS-RALSTON	633.17	N
141038	12/05/2023	METROPOLITAN COMMUNITY COLLEGE	16,656.61	N
141039	12/05/2023	METROPOLITAN UTILITIES DISTRICT	178.43	N
141040	12/05/2023	MIDWEST FENCE - GUARDRAIL SYSTEMS	5,875.00	N
141041	12/05/2023	MIDWEST TAPE	360.82	N
141042	12/05/2023	MNJ TECHNOLOGIES DIRECT INC	1,655.00	N
141043	12/05/2023	NEWMAN SIGNS INC	1,642.29	N
141044	12/05/2023	OFFICE DEPOT INC	20.99	N
141045	12/05/2023	OLESIA REPICHOWSKY	100.00	N
141046	12/05/2023	OMAHA TACTICAL LLC	3,587.00	N
141047	12/05/2023	OMAHA UNITED SOCCER	280.00	N
141048	12/05/2023	OMNI ENGINEERING	94.05	N
141049	12/05/2023	ONE CALL CONCEPTS INC	473.30	N
141050	12/05/2023	PAPILLION SANITATION	1,945.55	N
141051	12/05/2023	PAPIO VALLEY NURSERY INC	230.00	N
141052	12/05/2023	PER MAR SECURITY SERVICES	325.33	N
141053	12/05/2023	QUALITY AUTO REPAIR & TOWING, INC.	100.00	N
141054	12/05/2023	REGAL AWARDS INC.	45.50	N
141055	12/05/2023	SIGN IT	119.25	N
141056	12/05/2023	SOUTH, RYAN	310.50	N
141057	12/05/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	586.59	N
141058	12/05/2023	THE COLONIAL PRESS, INC	1,780.69	N
141059	12/05/2023	THE FILTER SHOP, INC.	389.20	N
141060	12/05/2023	THE SCHEMMER ASSOCIATES INC	315.00	N
141061	12/05/2023	THOMPSON DREESSEN & DORNER, INC.	360.00	N
141062	12/05/2023	TY'S OUTDOOR POWER & SERVICE	4,306.00	N
141063	12/05/2023	UNITED PARCEL SERVICE	105.05	N

12/1/2023 11:03:19 AM

## ACCOUNTS PAYABLE CHECK REGISTER

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DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
141064	12/05/2023	UNMC	45.00	N
141065	12/05/2023	WALMART COMMUNITY BRC	895.74	N
141066	12/05/2023	WEMHOFF, ASHLEY	95.07	N
141067	12/05/2023	WESTLAKE HARDWARE INC NE-022	55.36	N
141068	12/05/2023	WHITE CAP LP	1,325.00	N
141069	12/05/2023	WOODHOUSE FORD-BLAIR	29.17	N
100	CHECKS PRINTED		TOTAL CLAIM AMOUNT:	\$1,539,318.67
				0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 12/05/2023

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 5, 2023 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared to approve the proposed Collective Bargaining Agreement between the City of La Vista and the La Vista Fraternal Order of Police, Lodge No. 28 for FY24 through FY26 and authorizing the Mayor to execute said agreement. Amendments to the Compensation Ordinance have been prepared accordingly.

**FISCAL IMPACT**

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

Year	Police Officer	Police Sergeant
FY24	8.00%	5.50%
FY25	7.00%	5.00%
FY26	6.00%	5.00%

The FY24 budget includes funding to cover the costs associated with the new contract.

**RECOMMENDATION**

Approval and making the contract retroactive to October 1, 2023.

**BACKGROUND**

The existing Collective Bargaining Agreement with the La Vista Fraternal Order of Police expired on September 30, 2023. The terms of a new agreement have been negotiated and a copy is attached for your consideration.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE PROPOSED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE LA VISTA FRATERNAL ORDER OF POLICE, LODGE NO. 28 FOR FISCAL YEARS 2024, 2025, AND 2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

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

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

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

WHEREAS, the membership of the LVFOP did vote on and approve the tentative agreement reached by the City Administrator and the LVFOP's negotiating team with said votes being tabulated on November 27, 2023.

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

BE IT FURTHER RESOLVED that the Mayor and City Council hereby agree and declare that the effective date of the Agreement shall be October 1, 2023.

PASSED AND APPROVED THIS 5TH DAY OF DECEMBER. 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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

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

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

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

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

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

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

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

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Pay Grade
Accountant	19
Assistant Finance Director	21
Assistant to City Administrator	18
Assistant Recreation Director	19
Associate Planner (Planner II)	19
Building Superintendent	20
Chief Building Official	20
Communication Manager	20
Community Events Coordinator	18
Deputy City Clerk	16
Deputy Director Public Works	24
Deputy Community Development Director	21
Financial Analyst	18
Information Technology Manager	20
Librarian II – Inter-Library Loan/Public Services	16
Librarian III - Assistant Director/Youth Services	18
Park Superintendent	20
Police Captain	23

Police Records Manager/Office Manager	14
Senior Planner (Planner III)	20
Position (salaried exempt cont.)	Pay Grade
Police Training Director	20
Police Training Instructor	16
Senior Services Manager	18
Street Superintendent	20
Youth and Adult Sports Manager	17

**Section 6. Hourly Non-Exempt Employees.** The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Administrative Assistant I	5
Administrative Assistant II	8
Administrative Assistant III	10
Assistant Planner (Planner I)	17
Building Inspector II	16
Building Maintenance Worker I	9
Building Maintenance Worker II	11
Building Technician	13
Code Enforcement Officer	12
Communication Specialist	15
Engineer Assistant	18
Executive Assistant	13
Human Resources Generalist	15
Landscape Gardener	11
Librarian I	15
Librarian II – Computer/Reference Services	16
Maintenance Worker I	9
Maintenance Worker II	11
Mechanic	11
Park Foreman	14
Permit Technician	8
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	6
Sewer Foreman	14
Shop Foreman	15
Signal Technician	14
Street Foreman	14

**Section 7. Part-Time, Seasonal and Temporary Employees.** The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Assistant Pool Manager	D
Circulation Clerk I	A
Circulation Clerk II	D
Clerical Assistant/Receptionist	D
Custodian	C
Evidence Technician	F
Intern/Special Projects	D
Lifeguard	B
Part-time & Seasonal PW All Divisions	C
Pool Manager	F
Recreation Attendant	A
Recreation Attendant – Events	E
Shop Assistant	C
Special Services Bus Driver	C

Temporary/PT Professional (PW)

H

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

**Section 8. Pay for Performance.** Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 20 of this Ordinance. For Fiscal year 2023 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 overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's

"regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.

- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$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 that encompass the annual La Vista celebration outside of their normally scheduled workday. 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 be used in installments of 15 minute increments. 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 workday.

Section 19. Vacation Entitlement.

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

## Section 20. Wage Tables

### Full Time Wages

Grade		Minimum	Midpoint	Maximum
32	Hourly	73.85	88.63	103.42
	Annual	153,599	184,354	215,109
31	Hourly	68.96	82.77	96.58
	Annual	143,442	172,163	200,884
30	Hourly	64.43	77.34	90.24
	Annual	134,024	160,864	187,703
29	Hourly	60.26	72.33	84.41
	Annual	125,346	150,456	175,567
28	Hourly	56.37	67.66	78.95
	Annual	117,255	140,734	164,213
27	Hourly	52.81	63.38	73.96
	Annual	109,838	131,838	153,839
26	Hourly	49.48	59.39	69.31
	Annual	102,922	123,541	144,160
25	Hourly	46.39	55.68	64.97
	Annual	96,483	115,808	135,133
24	Hourly	43.56	52.28	61.00
	Annual	90,611	108,751	126,890
23	Hourly	40.90	49.09	57.28
	Annual	85,065	102,106	119,147
22	Hourly	38.46	46.16	53.86
	Annual	79,997	96,016	112,035
21	Hourly	36.21	43.46	50.72
	Annual	75,321	90,404	105,488
20	Hourly	34.12	40.96	47.80
	Annual	70,971	85,195	99,420
19	Hourly	32.18	38.62	45.07
	Annual	66,925	80,334	93,743
18	Hourly	30.40	36.48	42.57
	Annual	63,228	75,886	88,545
17	Hourly	28.72	34.48	40.23
	Annual	59,748	71,710	83,673

Grade		Minimum	Midpoint	Maximum
16	Hourly	27.19	32.63	38.07
	Annual	56,550	67,871	79,192
15	Hourly	25.76	30.92	36.08
	Annual	53,571	64,304	75,038
14	Hourly	24.44	29.34	34.24
	Annual	50,830	61,020	71,210
13	Hourly	23.23	27.89	32.54
	Annual	48,329	58,008	67,686
12	Hourly	22.08	26.51	30.93
	Annual	45,936	55,137	64,337
11	Hourly	21.04	25.25	29.47
	Annual	43,761	52,527	61,292
10	Hourly	20.08	24.10	28.13
	Annual	41,760	50,134	58,508
9	Hourly	19.18	23.02	26.85
	Annual	39,890	47,872	55,854
8	Hourly	18.35	22.03	25.70
	Annual	38,171	45,817	53,462
7	Hourly	17.59	21.11	24.63
	Annual	36,584	43,903	51,222
6	Hourly	16.87	20.25	23.63
	Annual	35,083	42,119	49,155
5	Hourly	16.22	19.47	22.71
	Annual	33,734	40,488	47,241
4	Hourly	15.58	18.70	21.82
	Annual	32,408	38,900	45,392
3	Hourly	15.04	18.05	21.06
	Annual	31,277	37,541	43,805
2	Hourly	14.51	17.42	20.33
	Annual	30,189	36,236	42,282

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

Grade		Minimum	Midpoint	Maximum
A	Hourly	11.53	13.83	16.13
	Annual	11,992	14382.55	16,773
B	Hourly	13.23	15.87	18.52
	Annual	13,757	16508.33	19,260
C	Hourly	14.32	17.14	19.97
	Annual	14,888	17829.65	20,771
D	Hourly	14.39	17.25	20.12
	Annual	14,964	17943.84	20,924
E	Hourly	16.42	19.71	23.00
	Annual	17,074	20499.48	23,925
F	Hourly	17.17	20.64	24.10
	Annual	17,857	21461.92	25,067
G	Hourly	18.88	22.67	26.46
	Annual	19,640	23577.12	27,514
H	Hourly	24.39	29.49	34.60
	Annual	25,361	30672.55	35,984

Table 400 FOP Collective Bargaining Hourly Non-Exempt						
Rate	A	B	C	D	E	F
<b>426 Pay Grade</b>						
Hourly			\$44.1046 53	\$45.9348.4 6		\$48.8551.54
Monthly			\$ 7,6448.06 5	\$ 7,9618,400	\$ 8,4678,934	
Annually			\$91,72896 .782	\$95,53410 0.797	\$101,60810 7.203	
<b>423 Pay Grade</b>						
Hourly	\$ 28.9131. 22	\$ 30.8633. 33	\$ 33.9336. 64	\$ 35.0038.7 7	\$ 39.1942.33	\$ 41.2244.52
Monthly	\$ 5,0115.4 11	\$ 5,3495.7 77	\$ 5,8816.3 51	\$ 6,2236.72 1	\$ 6,7937,337	\$ 7,1457,717
Annually	\$ 60,13364 .938	\$ 64,18969 .326	\$ 70,57476 .211	\$ 74,67280. 656	\$ 81,51588.0 46	\$ 85,73892.60 2

Section 21. Repeal of Ordinance No. 1485-1494 Ordinance No.1485-1494 originally passed and approved on the 16th-5th day of May-September 2023 is hereby repealed.

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

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

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER-DECEMBER 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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

**FYE 2024 through 2026**

**OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026**

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## **Preamble**

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

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

### **Article 1 — Definitions**

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

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

(K) **Mayor** shall mean the Mayor of the City of La Vista, Nebraska.

(L) **Fiscal Year** shall mean the fiscal period commencing October 1 and ending September 30.

## **Article 2 — LVFOP Recognition**

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

Sergeant  
Police Officer

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

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

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

## **Article 3 — Bulletin Board and Ballot Boxes**

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

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

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

## **Article 4 — LVFOP Activity**

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

**Section 2.** Employees may use their individual vacation days, compensatory time off, or personal leave days for the purpose of attending conventions, educational conferences or conducting LVFOP business, subject to the needs of the Department with respect to the scheduling of vacations and required manpower. The use of compensatory time off for such purposes shall be subject to the provisions of Article 11, Section 7, of this Agreement. The City shall not refuse personal leave days off, vacation time off, or compensatory time off, solely because the employee intends to use such days for the purposes stated above.

## **Article 5 — Check Off**

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

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

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

**Section 4.** At the time of execution of this Agreement, the LVFOP shall advise the City in writing of the exact amount of regular monthly LVFOP dues. If, subsequently, the LVFOP requests the City to deduct additional monthly LVFOP dues, such request shall be effective only upon written assurance

by the LVFOP to the City that the amounts requested are regular monthly LVFOP dues duly approved in accordance with the LVFOP's constitution and by-laws.

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

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

## **Article 6 — Employee Rights**

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

### **Section 2.**

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

questioning of the employee; provided, that if the City so excludes the Advisor, the employee shall be entitled to request the presence of another LVFOP representative or LVFOP-designated counsel to serve as the Advisor, subject to all of the requirements and procedures of this subsection (B), during the remainder of the investigation or questioning of the employee. The employee shall not be entitled to have more than one person present as an Advisor under this provision. The City is not required to postpone a requested interview for more than ninety (90) minutes to await the arrival of the employee's requested Advisor and, after having waited ninety (90) minutes after the employee first informs the City that the employee would like for an Advisor to be present, or after having waited ninety (90) minutes after the employee first informs the City that the employee would like for a substitute Advisor to be present following exclusion by the City of the initial Advisor, the City may require the employee to submit to the questioning or investigation.

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

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

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

**Section 5.** If an employee has not received a written reprimand for a period of three (3) years, he/she may request that all reprimands over three (3) years old be removed from his/her personnel file maintained by the City. No copies or notations of reprimands so removed shall be maintained in the employee's personnel file. The City may retain such removed documents in a file maintained by the City separately from the employee's personnel file for the purpose of complying with the provisions of Neb. Rev. Stat. §§ 81-1456 and 81-1457 and any other applicable legal requirements. Documents so removed from the employee's personnel file will not be used against the employee in City disciplinary action, employee evaluation, or promotional decisions.

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

**Section 7.** The City may maintain indefinitely an administrative file of complaints against employees, to track the nature of complaints, summary of findings of investigations, and final actions taken, if any, in response to complaints. The administrative file will be maintained separately from employee

personnel files. Material more than two (2) years old maintained in the administrative file will not be used against the employee in City disciplinary action or employee evaluation and promotional decisions.

**Section 8.** Where an employee has had a complaint sustained against him/her through an investigation by the La Vista Police Department that does not result in a demotion or discharge, it shall be kept as a part of his/her personnel file for no more than three (3) years from the date of the complaint; provided, that if the employee is found, on the basis of another complaint made within such three (3) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional three (3) years. Effective October 1, 2014, documentation of demotion and the related investigation shall remain in the employee's personnel file no longer than five (5) years; provided, that if the employee is found, on the basis of another complaint made within such five (5) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional five (5) years. At the end of the retention or extended retention period described herein, the sustained complaint and all other accompanying documentation shall be removed from the employee's file, at the request of the employee to the Human Resources Office. If an employee is discharged as a result of a complaint or the related investigation, documentation regarding the complaint and the related investigation shall be permanently kept as part of the employee's personnel file. The City may retain any records removed from an employee's personnel file under this Section in a file maintained by the City separately from the employee's personnel file for the purpose of complying with the provisions of Neb. Rev. Stat. §§ 81-1456 and 81-1457 and any other applicable legal requirements. Materials so removed from the employee's personnel file under this Section will not be used against the employee in City disciplinary action, employee evaluation, or promotional decisions.

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

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

## **Article 7 — Disciplinary Action**

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

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

**Section 3.** The provisions of Chapter 19, Article 18, of the Nebraska Revised Statutes, ("Civil Service Commission"), and the City's ordinance and regulations pertaining to the City's Civil

Service Commission, as previously or hereafter amended, are incorporated into this Agreement by reference, and shall supersede any provision or provisions hereof inconsistent therewith.

## **Article 8 — Seniority**

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

**Section 2.** Seniority shall commence from the date an employee initially enters a classification. In the event an employee is demoted, whether voluntarily or involuntarily, the employee's seniority in the lower classification shall be retroactive to his/her initial date of entry into that classification. In the event two (2) employees are hired on the same date, the ranking by the Civil Service Commission shall determine their order of hiring for seniority purposes.

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

## **Article 9 — Grievance Procedure; Response to Written Reprimand or Performance Review**

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

- (A) A grievance under this Agreement is defined as any dispute concerning the interpretation or application of a specific and express provision of this Agreement relating to wages, employee benefits, hours, or other terms and conditions of employment. A grievance under this Agreement may not be filed respecting personnel actions subject to the jurisdiction of the Civil Service Commission of the City.
- (B) Step One: Unless a grievance is presented in writing to the employee's immediate supervisor by the aggrieved employee or by the LVFOP within twenty (20) calendar days after the employee or the LVFOP is or should have been aware of the occurrence of the event giving rise to the grievance, the grievance is deemed to have been waived. If a timely grievance is submitted in writing to the immediate supervisor, the immediate supervisor will review the facts and circumstances of the grievance and respond to the employee and to the LVFOP regarding the grievance, in writing, within twenty (20) calendar days after receipt of the grievance.
- (C) Step Two: Within twenty (20) calendar days after receiving the decision of the employee's immediate supervisor on the grievance, the employee or the LVFOP, if dissatisfied with the

decision, may appeal the supervisor's decision on the grievance by presenting the grievance, in writing, to the Chief of Police. Failure to thus initiate a timely appeal shall be deemed a waiver of the grievance. If there is a timely appeal from the decision of the immediate supervisor, the Chief of Police will independently review the facts and circumstances of the grievance and respond in writing to the employee and to the LVFOP within twenty (20) calendar days after receipt of the appeal.

- (D) Step Three: Within twenty (20) calendar days after receiving the decision of the Chief of Police on the grievance, the employee or the LVFOP, if dissatisfied with the decision, may appeal the decision of the Chief of Police by presenting the grievance, in writing, to the City Administrator. Failure to thus initiate a timely appeal shall be deemed a waiver of the grievance. If there is a timely appeal from the decision of the Chief of Police, the City Administrator will independently review the facts and circumstances of the grievance and respond in writing to the employee and to the LVFOP within twenty (20) calendar days after receipt of the appeal.
- (E) Step Four: The City Administrator's decision on a grievance, as defined in and subject to this Agreement, appealed to him or her, shall not be final. Appeal from the decision of the City Administrator on an appealed grievance may be taken by the aggrieved employee or by the LVFOP to the Personnel Board. The appeal shall be in writing and shall be delivered to the City Clerk and to the chairperson of the Personnel Board within seven (7) calendar days after the aggrieved employee receives the City Administrator's decision on the grievance. Failure to thus initiate a timely appeal shall be deemed a waiver of the grievance. The Personnel Board shall meet within forty-five (45) calendar days after receipt of the written appeal by the City Clerk and shall issue a written decision on the appealed grievance within thirty (30) calendar days after the conclusion of said meeting. In making its decision, the Personnel Board shall be governed by and limited by the terms of this Agreement, and shall not make any decision that is not supported by the express provisions of this Agreement.
- (F) The time limits provided for in this grievance procedure shall be strictly construed and the failure of any moving party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate.
- (G) If the last day specified for submitting a grievance, appealing a decision on a grievance, or making a decision on a grievance or on a grievance appeal falls on a Saturday, Sunday, or holiday observed by the City, or any other day on which City Hall administrative offices are not open for business, then the last day for submitting the grievance, appealing a decision on the grievance, or making the decision on the grievance or the grievance appeal shall be the next day on which City Hall administrative offices are open for business.
- (H) A document required to be filed or delivered under the foregoing grievance procedure may be hand delivered to the intended recipient. Alternatively, the document may be mailed to the intended recipient by certified United States mail, return receipt requested, properly addressed and with proper prepaid postage affixed, and such document thereupon shall be deemed to have been received by the intended recipient on the date of depositing the mailing in the U.S.

Mail.

- (I) An aggrieved employee shall have the right to process his/her grievance individually, by the LVFOP, and/or by an attorney at law. If an employee elects to process his/her grievance individually or by an attorney at law without the assistance of the LVFOP, the LVFOP shall be entitled, upon its request or at the request of the City, to be heard regarding the grievance.
- (J) Each party reserves the right to litigate a question presented by a grievance in any court of competent jurisdiction if such party shall not be satisfied with the resolution of the grievance by the Personnel Board. However, no such litigation may be instituted or maintained by an employee or the LVFOP unless all available steps under this grievance procedure have been pursued and exhausted.

**Section 2.** An employee may draft a response within ten days after receipt of a written reprimand or a performance evaluation. The response shall be attached to all copies of the relevant written reprimand or performance evaluation, but the reprimand or performance evaluation shall not be grievable under the grievance procedure set forth in this Article.

## **Article 10 — Uniforms and Equipment**

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

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

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

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

**Section 5.** The City shall provide each employee with protective body armor for the use of such

employee, which protective body armor shall remain the property of the City.

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

## **Article 11 — Overtime**

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

**Section 2.** For the purposes of this Article 11, an employee's "contractual hourly rate" shall be the hourly rate shown respecting such employee on Appendix B, increased by any shift differential due to the employee, as well as any amounts due to the employee under Article 15, Section 2 (Police Detectives, Crime Prevention Officers, School Resource Officers, K-9 Officers, and Police Sergeants Permanently Assigned to Supervise Those Employees) and others who receive specialty pay under this section), Article 16 (longevity pay), and Article 19, Section 3 (advanced educational incentive).

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

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

to the scheduled court appearance, the employee shall be paid for two hours pay at the employee's regular rate of pay, but such two hours shall not be considered "hours worked" by the employee;

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

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

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

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

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

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

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

Article 6, Section 2	(Off-duty Interviews);
Article 11, Section 3 (D)	(Off-duty Call-outs);
Article 11, Section 3 (G)	(Off-duty Court Time); or
Article 11, Section 3 (H)	(Off-duty Conferences).

If the time actually expended in such activities (including any compensable travel time) shall exceed three hours, the employee shall be credited for pay purposes (including overtime) as having worked the actual time so expended, provided that, in the case of off-duty call-outs the pay for said call-out shall be the greater of:

- (1) Three (3) hours of straight time pay; or
- (2) One and one-half ( $1\frac{1}{2}$ ) times the actual number of off-duty call out hours worked, provided there shall be no pyramiding of hours for purposes of computing overtime.

**Section 7.** In lieu of receiving monetary compensation for overtime hours worked as provided in this Article, any employee who has completed six (6) months of continuous employment in the Department may individually choose to accumulate Compensatory Time Leave In Lieu of Overtime Pay ("Comp Time Leave"), under the conditions and subject to the restrictions of this Section 7.

- (A) If chosen by the employee, Comp Time Leave will be allowed at the rate of one and one-half times the number of hours of overtime hours worked. To choose Comp Time Leave, the employee must clearly indicate on his/her time card that the overtime hours worked are to be compensated in Comp Time Leave. If there is no such clear indication on the employee's time card, the overtime hours worked will be compensated in pay at the overtime rate.
- (B) An employee will be allowed to use accrued and unused Comp Time Leave time off within a reasonable time after the employee requests to use such time off if the requested use of the time off does not unduly disrupt the operations of the City or the Department. This will be interpreted by the City, the LVFOP and the employees to mean: (1) Comp Time Leave may be taken only with the approval of the Department Head and only if the requested use of the time off does not unduly disrupt the operations of the City or the Department. (2) Comp Time Leave shall not be taken in increments of less than two hours. (3) Use of Comp Time Leave in increments of less than four hours must be approved at least forty-eight (48) hours in advance and may be taken only at the beginning or at the end of the employee's work day.
- (C) Comp Time Leave may not be accrued beyond a total of one hundred twenty (120) Comp Time Leave hours (i.e., the Comp Time Leave which would be awarded for 80 overtime hours worked). As long as an employee has one hundred twenty (120) hours of Comp Time Leave accrued and unused, overtime hours worked by the employee will be compensated in overtime pay.
- (D) An employee may request to be paid for accrued Comp Time Leave at any time, and payment

will be made by the City on the next regular pay day that is at least seven calendar days after the request is made. Whenever the City pays an employee for Comp Time Leave, payment will be at the employee's then current regular hourly rate of pay; provided, however, that when an employee's employment terminates, payment for accrued Comp Time Leave shall be made at the employee's final regular hourly rate of pay or the average regular hourly rate received by the employee during the last three years of employment, whichever rate is higher.

- (E) At the end of each fiscal year, any Comp Time Leave accrued but not used will be paid for by the City to the employee and the employee's accrued Comp Time Leave balance will be reduced to zero.
- (F) The Department Head may, by not later than the 5<sup>th</sup> day of any calendar month, request an employee to schedule with the scheduling Departmental authority the employee's use of a designated number of hours of accrued Comp Time Leave within a calendar month which begins after the date of the request (EXAMPLE: By January 5, the Department Head may request the employee to schedule use by the employee of X hours of accrued Comp Time Leave during the following month of February or during the following month of March, or so forth.) If the employee has not, within the two week period following the date of the request, arranged for the scheduling of the requested use of the Comp Time Leave, the Department Head may schedule the employee to use the Comp Time Leave as requested.

**Section 8.** Newly hired employees will be paid while attending Basic Certification Training to obtain the certification required by Section 81-1414 of the Nebraska Revised Statutes. During such attendance, the City will pay the employee at one and one-half times the employee's contractual rate for hours worked in excess of eighty (80) during the City's work period of fourteen (14) consecutive calendar days. Only the time required to be spent in class or actual training sessions, shall be counted as hours worked for this purpose, and all other time while attending Basic Certification Training shall not be considered hours worked.

## **Article 12 — Leave Provisions**

**Section 1. Sick Leave.** Paid sick leave shall be earned by each full-time employee at the rate of ten (10) hours for each full month of service, with a maximum accumulation of 880.

- (A) Sick leave must be earned before it can be taken and advancing sick leave is prohibited. Subject to Section 3 of this Article, employees may utilize accumulated sick leave when unable to perform their work duties by reason of personal illness or bodily injury not otherwise compensated by the City or its insurers, or under circumstances in which the Chief of Police and/or City Administrator determines the health of other employees or the public would or may be endangered by attendance of the employee for duty. Accumulated sick leave may also be utilized to keep medical or dental appointments. It may also be utilized for a maximum of sixty (60) hours in each calendar year for illness in the immediate family of the employee; provided, for the purposes of this Section and Section 2, the definition of immediate family shall be limited to an employee's spouse, child, stepchild, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or legal dependent. In the event that the Personnel Manual establishes a broader definition of immediate family that

applies in connection with sick leave benefits provided to non-police employees of the City under the Personnel Manual, that definition shall be applicable to this Section.

- (B) All employees in the bargaining unit shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount.
- (C) A bargaining unit employee who began his or her employment with the City before January 1, 2005 will be eligible for payment of not more than 880 hours of accrued but unused sick leave on separation from employment in accordance with and under the limitation stated in Subsection 7.21(1) of the Personnel Manual in existence on August 13, 2018.
- (D) A bargaining unit employee who began his or her employment with the City on or after January 1, 2005 will be eligible for payment of his or her accrued but unused sick leave on separation from employment in accordance with and under the limitations described in Subsection 7.21(2) of the Personnel Manual in existence on August 13, 2018, including the “sliding schedule” described in that subsection.
- (E) A regular full-time employee’s unused sick leave shall be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City’s insurer under the Nebraska Workers’ Compensation Act and such injury causes the death of the employee within three years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee’s estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee files with the City Clerk a written designation of his or her estate as beneficiary of such payment.
- (F) Leave Donations. A regular full-time employee within the bargaining unit will be allowed to donate hours of accrued but unused vacation leave to another regular full-time employee within the bargaining unit who has exhausted his/her paid leave accruals (including accrued but unused sick leave, vacation leave, comp time leave, and every other form of paid accrued leave) and who needs additional leave as a result of a medical emergency. For this purpose, “medical emergency” means injury to or illness of the recipient employee (or the spouse or a dependent child of the recipient employee) that requires the recipient employee to be absent from work and would result in loss of wage income by the recipient employee because the recipient employee has used all of his or her paid leave. Any such donation by an employee may be made only in increments of not less than eight (8) hours per donation. No recipient employee may receive or use more than a total of five hundred (500) hours of donated leave during any “rolling” 12-month period measured backward from the date the employee receives or uses any such donated leave. A donation of leave shall be irrevocable after it has been approved and the transfer has been recorded in the City’s records. The amount of vacation leave so donated shall be credited to the recipient employee as accrued but unused sick leave. When the recipient employee uses the donated leave time, the time shall be paid to the recipient employee at the recipient employee’s own rate of pay. If the donating employee and the recipient employee have different rates of pay at the time the donation is made, the donated leave time will be converted based on the recipient employee’s pay rate, so that the dollar value of the donated leave time to the recipient employee remains the same as the dollar value

it had to the donating employee prior to the donation. Donation of the vacation leave shall be accomplished by a form established and prepared by the City which shall be executed by the donating employee, indicating the donating employee's desire to donate a specified number of hours of earned but unused vacation leave to another specifically identified employee then eligible to receive the donation. The form shall be submitted by the donating employee to the Chief of Police, who shall sign off on the form and forward the form through channels to the payroll department for consideration of approval by the City administration.

**Section 2. Funeral Leave.** Each regular full-time employee who has satisfactorily completed his/her probationary period shall be eligible for paid leave for such time as may be necessary to attend the funeral of a member of the immediate family of the employee, not to exceed forty (40) hours. Funeral leave shall not be granted for any other purpose, and shall not be accrued. Eligibility begins the day immediately following completion of the employee's probationary period. "Immediate family" is defined in Section 1(A) of this Article.

**Section 3. Disability Leave With Pay.** If an employee incurs temporary total disability or permanent total disability due to an accident or other cause occurring while in the line of duty, the provisions of the Nebraska statutes as from time to time amended, including but not limited to the Nebraska Workers' Compensation Act and Neb. Rev. Stat. §§ 16-1011 and 16-1012, shall apply, as augmented by the following:

- (A) For purposes of this section, disability has the meaning set forth in Nebraska Revised Statute § 16-1011(1), which on the date of execution of this Agreement provides in part, "disability shall mean the complete inability of the police officer, for reasons of accident or other cause while in the line of duty, to perform the duties of a police officer." Proof of disability for purposes of this section shall require a medical examination conducted by a competent, disinterested physician who is duly licensed to practice medicine and surgery in Nebraska and certification to the City by such physician that the employee is unable to perform the duties of a police officer.
- (B) In case of temporary disability of an employee received while in the line of duty, the City will pay the employee, during the continuance of the temporary disability but for a period not to exceed twelve months, his or her regular pay based on the employee's normally scheduled duty hours ("Injured on Duty Pay"), subject to the provisions of this Section 3. Injured on Duty Pay shall not commence or shall cease, however, as the case may be, if it is ascertained by the City Administrator during such twelve-month period that such temporary disability has become permanent; in such event, the payments of Injured on Duty Pay shall cease and the employee shall be entitled to the benefits for pensions in case of disability as provided by law. The City shall have the right, at reasonable times, to require the disabled police officer to undergo a medical exam at the City's expense to determine the continuance of the disability claimed. Injured on Duty Pay to be paid by the City shall be reduced by all indemnity (wage replacement or partial wage replacement) benefit amounts paid to the employee under the Nebraska Workers' Compensation Act, which payments shall act as credits in favor of the City against such Injured on Duty Pay.
- (C) In case of a permanent disability of an employee, the employee shall be placed upon the roll of pensioned officers as provided in Neb. Rev. Stat. § 16-1011. All such payments of pension

shall be reduced by all indemnity (wage replacement or partial wage replacement) benefit amounts paid to the employee under the Nebraska Workers' Compensation Act. Such payments shall not commence until all credit for unused annual or sick leave and other similar credits have been fully utilized by the disabled employee.

**Section 4. Military Leave.** The City will compensate employees absent from work to perform military service as provided in and limited by the Personnel Manual, Nebraska and Federal law. In any case in which the Personnel Manual, Nebraska law or Federal law requires the City to pay an employee respecting an absence due to military service, the calculation will be based upon the actual number of hours of City work and City pay actually missed by the employee on the actual days the employee was absent due to military service. The foregoing shall apply whether the employee's absence is for a "military leave of absence" requiring the City to pay the employee full pay for not to exceed one hundred twenty (120) hours in any one calendar year, or whether the employee's absence is for "state of emergency leave of absence" requiring the City to pay only the difference between the military pay actually earned and the City pay the employee would have earned had the employee not been absent. Cross reference: Neb. Rev. Stat. § 55-160. Military leave pay and state of emergency leave pay shall be in addition to any regular annual leave.

Example One: An employee misses 8 hours of City work and pay on a day the employee is called out on emergency National Guard blizzard duty. The City will pay the employee the difference between 8 hours of City pay and the military pay received for that day. Example Two: An employee misses 12 hours of City work and pay on a day that falls during the employee's two-week Army Reserve summer camp. The City will pay the employee 12 hours of City pay for that day.

## **Article 13 — Holidays, Personal Leave and Birthdays**

**Section 1.** Holidays and when they are observed are as follows:

<b>HOLIDAY</b>	<b>WHEN OBSERVED</b>
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after the 4 <sup>th</sup> Thursday in November
Christmas Day	December 25

All regular full-time employees who have completed one full year of continuous employment in the Department shall be granted one (1) day (8 hours) of paid personal leave per year, provided, if a bargaining unit employee typically works a duty shift that is longer than eight (8) hours in duration at the time the employee takes the day of personal leave, the City shall pay the employee wages for the

personal leave day that are equivalent to the employee's wages for the employee's typical duty shift of a longer number of hours, as such longer number of hours is certified by the Chief of Police on the employee's time card for the period in question. Personal leave shall not be accrued. Personal leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins the day immediately following completion of one full year of continuous employment in the Department.

All regular full-time employees with continuous employment of one (1) year or more in the Department shall be granted one (1) day (8 hours) paid leave for observance of their birthday as arranged at the mutual convenience of the respective employee and the Department, provided, if a bargaining unit employee typically works a duty shift that is longer than eight (8) hours in duration at the time the employee takes the day of birthday leave, the City shall pay the employee wages for the birthday leave day that are equivalent to the employee's wages for the employee's typical duty shift of a longer number of hours, as such longer number of hours is certified by the Chief of Police on the employee's time card for the period in question. Birthday leave shall not be accrued. Birthday leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins on the one (1) year anniversary of the appointment date for employees with continuous service. Eligibility for employees with non-continuous service of one (1) year begins when the total service time exceeds one (1) year.

**Section 2.** All regular full-time employees, except those who must work, shall receive holidays with pay for legal holidays observed by the City.

**Section 3.** All regular full-time employees who are required to work on the eleven (11) fixed holidays observed by the City shall, in addition to the base pay for the hours actually worked on the holiday, be compensated at one and one half (1-1/2) times the base rate of pay for each hour actually worked on the holiday. If an observed holiday falls on an employee's regular day off so that the employee does not work on such day, said employee shall be entitled, in addition to his or her normal base pay, to eight (8) hours holiday pay.

**Section 4.** The City Administrator may disallow holiday pay if an employee is requested to work on the holiday and does not comply with such requests.

**Section 5.** No employee will be paid for a holiday unless he/she has been receiving a form of compensation either in approved paid leave or in pay status on the scheduled working day immediately preceding and on the scheduled working day immediately following the holiday, unless the employee is granted special approval for pay for the holiday by the City Administrator.

## **Article 14 — Vacations**

**Section 1.** The City agrees to have the Police Chief determine and post the policy regarding scheduling of vacations for bargaining unit employees. No changes may be made in such policy until the prior policy has been in effect for at least one (1) year.

**Section 2.** Vacation leave shall be taken with the approval of the Chief of Police.

**Section 3.** Vacation shall only be taken during such time that is not disrupting to the work schedule of the Department.

**Section 4.** All paid vacation is earned on a bi-weekly basis. (For example, if an employee is entitled to earn 80 hours of paid vacation during a year of continuous employment, that employee earns 1/26th of 80 hours for each bi-weekly pay period completed during that year of continuous employment.) Paid vacation may be taken as it is earned, except that no paid vacation may be taken until the employee has actually completed six (6) months of continuous employment.

**Section 5.** Subject to the other provisions of this Article:

- (1) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's first one (1) year of continuous employment.
- (2) A full-time employee shall earn eleven (11) days (88 hours) of paid vacation during the employee's second year of continuous employment.
- (3) During each year of continuous employment after the second year of continuous employment, a full-time employee shall earn eleven (11) days (88 hours) of paid vacation plus one (1) additional paid vacation day (8 hours) for each additional year of continuous employment; provided, the total amount of paid vacation that may be earned in any one year shall not exceed one hundred eighty-four (184) hours. This paid vacation is also earned on a bi-weekly basis and may be taken as it is earned.

Vacation leave shall be used in increments of one (1) hour. Use of vacation in advance of earning it is prohibited.

**Section 6. Vacation Cap.** The maximum amount of paid vacation an employee may have earned but not taken at any point in time (the "Vacation Cap Amount") is two hundred and twenty hours (220) hours.

When an employee's earned but unused vacation reaches the Vacation Cap Amount, the employee shall earn no further paid vacation time until the employee uses some of the employee's earned but unused vacation, at which time the employee will again begin to earn paid vacation and will continue to do so until the employee's earned but unused vacation again reaches the Vacation Cap Amount.

**Section 7.** An observed holiday, as designated in Article 13, that falls during an employee's vacation shall not be charged as vacation time.

**Section 8.** An employee who leaves the employment of the City shall be compensated for paid vacation leave earned but unused, to the extent of the Vacation Cap Amount specified in Section 6 of this Article.

## **Article 15 — Wages**

**Section 1.** During the term of this Agreement and any extensions hereof, employees will be

compensated in accordance with the hourly wage rates set forth in Appendix "B", hereto, together with any other amounts due to the employee under this Agreement.

**Section 2. Specialty and Premium Assignment Pay.** Full-time employees assigned to a specialty or premium assignment position within the Department on a permanent basis shall receive the following specialty or premium assignment pay in addition to the employee's base hourly rate of pay subject to all other applicable requirements and procedures of this Agreement and the Personnel Manual. This does not include short-term assignments of ninety (90) days or less:

<b>Specialty Assignment Positions</b>	<b>Specialty Assignment Additional Pay</b>
Police Detective	\$1.75/hour
K-9 Officer	\$1.75/hour
Crime Prevention Officer	\$1.75/hour
School Resource Officer	\$1.75/hour
Sergeants Permanently Assigned to Supervise Specialty Assignment Personnel	\$1.75/hour
FTO Coordinator	\$1.50/hour
<b>Premium Assignment Positions</b>	<b>Premium Assignment Additional Pay</b>
SWAT	\$1.00/hour
Crisis Negotiation Unit (CNU)	\$1.00/hour
Tactical Medic Team (STacMed)	\$1.00/hour

Notwithstanding anything in this Agreement to the contrary, employees shall not receive additional pay for serving in more one (1) specialty assignment position or more than two (2) premium assignment positions at the same time. For clarity purposes, the maximum number of specialty and premium assignment positions that an employee may be paid for at the same time are one (1) specialty assignment position and two (2) premium assignment positions.

In the event that an employee is serving in more than one (1) specialty assignment position, the employee shall be paid for the specialty assignment position they serve in with the highest applicable specialty assignment additional pay rate.

In the event that an employee is serving in more than two (2) premium assignment positions, the employee shall be paid for the two (2) premium assignment positions they serve in with the highest premium assignment pay rates.

**Section 3. Interpreter Services Pay.** An employee:

- (1) who meets skills qualifications for communicating in a language (other than English), as determined by a qualifying test or evaluation administered or approved by the City's Human Resources Department, or
- (2) who, in the case of sign language, meets skills qualifications as determined by documented certification or licensure granted or recognized by the Nebraska Commission for the Deaf and Hard of Hearing,

shall be paid a premium of one dollar (\$1.00) per hour in addition to the employee's base hourly rate of pay. The interpreter services pay premium shall be capped at a maximum of two dollars (\$2.00) per hour if the employee meets skills qualifications for communicating in two (2) or more languages (other than English), one of which may include sign language. The employee shall provide such interpreting or translating services the employee is requested to perform for the La Vista Police Department or the City of La Vista.

**Section 4. Statutory Plan Retirement Contribution.** An employee and the City each shall contribute to a retirement plan ("Statutory Plan") established in accordance with and subject to the applicable provisions and limitations of the Police Officers Retirement Act, as set forth in Chapter 16, Article 10 of the Nebraska Revised Statutes ("the Act"), the Internal Revenue Code, and applicable rules, regulations and other guidance from time to time. Such contributions shall be in such amounts as are then mandated by the Act.

In addition, each employee shall contribute an additional employee contribution equal to 2% of the employee's salary ("Additional Employee Contribution") to his or her account under the Statutory Plan by regular payroll deduction from the employee's periodic salary (to be "picked up" by the City within the meaning of the Internal Revenue Code and applicable guidance for treatment as employer contributions for federal tax purposes), and the City will contribute an additional employer contribution equal to 2% of the employee's salary ("Additional Employer Contribution") to the employee's account under the Statutory Plan; provided, however, if at any time after September 30, 2023, Nebraska law requires any additional employee contribution or any additional employer contribution be made to the Statutory Plan or to any other retirement plan in amounts in excess of the mandatory employee contribution or mandatory employer contribution required by the Act as of September 30, 2023, then the Additional Employee Contribution and the Additional Employer Contribution under this Section 4 shall be reduced by the amount of any such post-September 30, 2023 increases. (For example, if after September 30 2023 the mandatory employee contribution and the mandatory employer contribution required by the Act are each increased by 2% of employee salary, then the Additional Employee Contribution and the Additional Employer Contribution under this Section 4 shall each be reduced by 2% of employee salary, and the Additional Employee Contribution and the Additional Employer Contribution each shall be 0% of employee salary.) For purposes of this Section 4, "salary" shall have the meaning as defined in the Act. The Additional Employee Contribution and Additional Employer Contribution under this Section 4 shall be subject to adoption and execution of applicable plan amendments to incorporate the requirements of this paragraph, and shall be held and administered subject to the terms and conditions of the Statutory Plan, as amended or restated from time to time. The City may adopt further plan amendments, and rules, regulations or interpretations implementing or limiting the provisions of this paragraph.

**Section 5. Shift Differential.** All sworn employees who are regularly assigned to work uniform patrol shifts between 1730 hours and 0600 hours shall receive shift differential pay in the amount of \$0.75 per hour in addition to their base hourly rate for all hours worked between 1730 hours and 0600 hours, when the employee's regular shift starts between 1730 hours and 0300 hours.

## Article 16 — Longevity Pay

**Section 1.** Full-time employees covered by this Agreement shall be entitled to a longevity allowance, as follows:

LENGTH OF SERVICE	LONGEVITY ALLOWANCE PER HOUR
Over 7 years	2.00%
Over 10 years	2.75%
Over 15 years	4.00%
Over 20 years	4.50%

## Article 17 — Health, Dental and Life Insurance

### Section 1.

- (A) Regular full-time employees of the City of La Vista, and their families, shall be entitled to be enrolled in the group life, health and dental insurance programs maintained by the City.
- (B) The City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single.
- (C) The City shall pay one hundred (100) percent of the premium for the twenty thousand dollar (\$20,000) life insurance policy provided each employee.
- (D) A general description of City's existing insurance benefit package is set forth in Appendix C.
- (E) Those employees electing not to participate in these coverages will receive no other form of compensation in lieu of this benefit, provided that prior to an employee being able to discontinue his/her health insurance benefit, said employee must provide the City with certificate or other evidence satisfactory to City that said employee, spouse and dependents (if applicable) have health insurance coverage from another source. If an employee is not able to provide said certification, the employee shall be required to maintain health insurance coverage

through the City's Plan.

**Section 2.** The City shall be sole determiner of coverage under its life, health and dental insurance plans, but the City agrees to meet and confer with union representatives prior to City's agreement with the insurer for reduction of coverage or benefits.

**Section 3.** Any employee covered by this collective bargaining agreement that suffers an "in the line of duty" death, shall have their actual and reasonable funeral expenses paid by the City up to \$22,500.

**Section 4.** The City shall have the option to reopen Subsection 1(B) of this Article 17 for re-negotiation on October 1, 2019 (any such re-negotiated provision to be effective on and after October 1, 2019) – and/or to reopen such Subsection 1(B) on any October 1 thereafter (any such re-negotiated provision to be effective on and after such applicable October 1) – so long as the City provides not less than sixty (60) days written notice to the LVFOP of the City's desire to re-open such Subsection 1(B) for re-negotiation; provided, if the parties are unable to agree on revisions to such Subsection 1(B) upon any such reopening, then the provisions of such Subsection 1(B) shall remain in effect and both parties agree to waive and refrain from initiating any action in the Nebraska Commission of Industrial Relations regarding the matter.

## **Article 18 — Duty Shifts**

**Section 1.** The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and other break times, as the City may deem appropriate or necessary; provided, the LVFOP shall be given the opportunity to meet and confer on changes to the general structure of duty shifts, and the City shall provide seventy-two (72) hours notice prior to an individual employee's permanent reassignment from one duty shift to another. For temporary reassignment of shifts, the City shall provide a minimum of eight (8) hours notice. The City shall post within the Police Department the adopted shift lengths, beginning and ending times, and meal and other break times.

The shift bidding process shall be completed as follows:

Police Officers and Police Sergeants of the Uniform Patrol Bureau shall bid by their positions of seniority. Police Sergeants shall bid for their duty shifts by seniority prior to Police Officers bidding for their duty shifts. Upon completion of the Police Sergeants bidding process, Police Officers shall complete the bidding process by seniority.

The Chief of Police shall have authority to change the bid outcome at his or her discretion if necessary for the good of the Police Department.

**Section 2. Specialty Assignments.** This Section applies to specialty assignments for which specialty pay is granted under this collective bargaining agreement. Any change in personnel holding a specialty assignment after the signing of this Amended Agreement (for 2007-2009) and any vacancy filled in a new specialty assignment after the signing of this Amended Agreement (for 2007-2009) will be accomplished through use of the following procedure:

- (A) To be eligible for such an assignment, a police officer must have a minimum of two years solo patrol service with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police (such as but not limited to SWAT). In addition, the officer must have achieved a rating of at least “Successful” on his/her last annual evaluation.
- (B) Whenever a specialty position opening or assignment is available or anticipated, it will be announced agency-wide. The position will be posted on the bulletin board at the direction of the Chief of Police and will remain posted for a minimum of ten (10) calendar days. The posting shall summarize or make reference to the principal required and desired qualifications for the position, including essential knowledge, skills and abilities, practical experience, specialized skills, formal education, law enforcement-related training and education, and the date by which applications for the position must be submitted.
- (C) An employee who is interested in the position and who meets the posted qualifications and criteria may apply for the position by submitting a memorandum to the Chief of Police, via the chain of command, describing his/her interest in the position and qualifications for the position. The Chief of Police will make the final selection and appointment or assignment based upon his or her determination of the needs and best interests of the Department.
- (D) The Chief of Police may utilize alternative selection processes for positions, such as SWAT, due to multi-agency involvements.

At his or her discretion, the Chief of Police may transfer or remove officers from specialty positions for poor performance or personal conflicts, or at the request of the officer, or on the recommendation of the Division Commander.

## **Article 19 — Educational Assistance Program**

The City Educational Assistance Program is provided as an incentive for employees to further their educations and development. This incentive is provided through partial financial reimbursement. The course(s) must, in the City's determination, provide benefit to the City by furthering the employee's skills and/or knowledge in his/her present job or a future position within the same City Department. Participation in the program does not guarantee the employee a promotion and/or pay increase.

**Section 1. Eligibility:** Any non-probationary, full-time employee of the Police Department is eligible to participate in the program.

**Section 2. Conditions of Payment:** The Educational Assistance Program provides for reimbursement of tuition, registration and laboratory fees only for courses in the Criminal Justice/Law Enforcement and/or related fields that have been approved by the Police Chief and City Administrator prior to enrollment in the class and that have been successfully completed by the employee with a grade of “C” or better. The City reserves the right to require attendance at an alternate accredited institution or to reduce the amount of reimbursement to the amount that would be paid at an alternate accredited institution.

Such course must be taken through a university, college, junior college or technical/community college that has been accredited through a nationally recognized accrediting agency or association. All employees must take such course(s) through a university, college, junior college or technical/community college that has been accredited by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Employees must notify the Police Chief in writing prior to June 1<sup>st</sup> annually if they intend to take classes during the upcoming fiscal year. This notice is in addition to all other requirements of the Personnel Manual for participation in the Educational Assistance Program.

Courses in hobbies, crafts, recreation, physical development or other unrelated skills are not eligible for the Educational Assistance Program.

The maximum aggregate educational expense for all personnel of the City employed within its Police Department shall in no event exceed \$10,000 per fiscal year. In any fiscal year in which the aggregate qualified and approved requests of employees of the Police Department exceeds such \$10,000 maximum, an allocation of such maximum shall be established by the City Administrator based upon the ratio of such requests as between employees of the Police Department covered by this Agreement and those not covered hereby. The maximum reimbursement available to a single employee through the Educational Assistance Program shall be \$1,500 per fiscal year, and if the amount of funds available in the pool or allocated pool is insufficient to honor the requests of all requesting employees (up to such \$1,500 maximum limitation), the City Administrator shall prorate the available funds and reimburse employees in such amounts as the City Administrator determines to be fair and equitable. Any portion of any educational expense that, because of any funding limitation recited in this paragraph, is not reimbursed by the City in the fiscal year during which the expense was incurred by the employee – which shall be deemed to be the fiscal year in which the employee receives the final academic grade for the class or course involved – shall not qualify for reimbursement by the City in any subsequent fiscal year; *provided, however*, the limitation stated in this sentence shall only apply with regard to educational expenses related to courses and classes in which the employee enrolls after August 7, 2003.

**Section 3. Advanced Educational Incentive.** The City shall pay an advanced educational incentive to all employees who have completed three (3) years of service with the Police Department as follows:

- \$0.18 per hour if the employee has obtained an Associate Degree from an accredited college as defined below; or
- \$0.29 per hour if the employee has obtained a Bachelors Degree from an accredited college or university as defined below; or
- \$0.35 per hour if the employee has obtained a Masters Degree in Criminal Justice or a related field as approved by the Chief of Police from an accredited college or university as defined below.

Employees who have acquired an advanced educational degree without the assistance of the Educational Assistance Program as defined in this Article 19 will be eligible to receive the advanced

educational incentive after completing probation with the Police Department.

In order to receive an advanced educational incentive, employees hired on or after October 1, 1997, must have obtained an Associate's Degree, a Bachelor's Degree, or a Master's degree from a school that has been accredited by an accrediting agency recognized by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

## **Article 20 — Personnel Manual and Current Compensation Ordinance**

**Section 1.** Except as stated in Sections 2 and 3 of Article 2 hereof, whenever there is a conflict in the specific and express terms of this Amended Agreement with the Current City Compensation Ordinance and/or the City's Personnel Manual, then:

- (A) The Current City Compensation Ordinance shall control over any inconsistent terms in the Personnel Manual.
- (B) The specific provisions of this Agreement shall control over any inconsistent terms in the Current City Compensation Ordinance or Personnel Manual.

No employee shall suffer any loss of wages, hours or working conditions by reason of the execution of this Amended Agreement, except as specifically set forth herein.

## **Article 21 — Article 21 – Field Training Officer (FTO) Compensation**

**Section 1.** Police Officers assigned to train recruit police officers and Police Sergeants assigned to train sergeants in the Department's official Field Training Program shall receive, in addition to their regular pay, one (1) hour of compensation at the employee's contractual hourly rate for each six (6) hours of Field Training Officer Duty. If an FTO utilizes any vacation, compensatory time, or personal leave during a pay period in which they have accepted FTO obligations, they will forfeit FTO pay for that pay period, unless the leave was approved prior to the officer being assigned as an FTO.

An employee assigned to Field Training Duty must be certified by the Department Head as a Field Trainer in the Department's official "Field Training Program" and must be assigned to the recruit or sergeant at some point during Field Training to be eligible for FTO compensation. Sergeants shall not serve in an official Field Training Officer capacity for recruit police officers.

Nothing in this Article shall prohibit or restrict the City from abolishing or revising its official "Field Training Program" whenever and however the City may deem it appropriate to do so.

All "FTO Paid Leave Time" earned but not used prior to the date of execution of the 2023-2026 contract shall be retained by the employee and subject to use within 12 months of its original award or it shall be forfeited.

## **Article 22 — Out of Class Pay**

**Section 1.** After the legal execution of this agreement, a police officer assigned by the Chief of Police or his designee to work as the Police Officer in Charge (POIC) of a patrol shift in the absence of any patrol sergeant shall be compensated at the sergeant's rate of pay in step D for such hours worked. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends. It is not the intent of the City to circumvent or avoid the normal promotion process and the City will not use such temporary assignments for this purpose.

**Section 2.** To be eligible for the POIC assignment, a police officer must have a minimum of three years experience with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police. In addition, the officer must have achieved a rating of at least "Successful" on his/her last annual evaluation.

## **Article 23 — Safety Committee**

**Section 1.** In accordance with Sections 48-443 through 48-445 of Nebraska Revised Statutes, the City has appointed a Safety Committee consisting of management and non-management personnel. The duties of said committee shall be in accordance with said Statutes and applicable rules and regulations as may be validly adopted and amended by the Nebraska Department of Labor. Representation of non-management police personnel shall be solicited from the LVFOP.

## **Article 24 — Drug Testing Policy**

**Section 1.** Employees shall be covered by and subject to City's Drug Testing Policy as adopted by City Council Resolution No. 94-019 adopted April 5, 1994, and amended by City Council Resolution No. 96-077, adopted September 17, 1996, the specific terms of which are set forth in Section 14 of the Personnel Rules and Regulations of the City of La Vista. Prior to implementation of any amendments to such policy that have particular application to employees represented by the LVFOP, City shall advise the LVFOP of such amendment and shall, upon request by the LVFOP, meet and confer with the LVFOP as regards such amendment and its implementation as to employees represented by the LVFOP.

## **Article 25 — Savings Clause**

**Section 1.** If any provision of this Agreement shall be declared by proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement not affected by such declaration shall remain in full force and effect for the duration of this Agreement.

## Article 26 — Transition Provisions and Duration of Agreement

**Section 1.** Except as otherwise provided in this Agreement, the provisions of this Amended Agreement shall take effect on October 1, 2023, and shall remain in full force and effect until September 30, 2026.

**Section 2.** This Agreement shall not be of any legal force or effect until signed by the Mayor of the City of La Vista and a representative of the LVFOP. Both the City and LVFOP have negotiated this Agreement and made concessions in good faith in the course of such negotiations, in material reliance upon the agreements reached in this Agreement.

**Section 3.** This Agreement shall automatically renew from year to year unless either party shall notify the other party in writing, not later than the first day of the month of May immediately preceding the beginning of the City's fiscal year with respect to which any modification of this Agreement is desired, that such party desires to modify this Agreement or any portion thereof.

**Section 4.** At any time during the duration of this Agreement, either party may, upon at least thirty (30) days prior written notice to the other party, initiate bargaining over the terms and implementation of a post-employment health care plan (PEHP), or a Voluntary Employee Beneficiary Association plan (VEBA), for the purposes of providing post-employment health care benefits to employees that may be agreed to by the parties. In the event that bargaining is initiated under this section, the only subject shall be the funding, terms and implementation of a PEHP or VEBA plan as described in this section.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of La Vista, Nebraska, a municipal corporation,

\_\_\_\_\_  
Witness

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

La Vista Fraternal Order of Police, Lodge No. 28  
  
Witness \_\_\_\_\_  
By \_\_\_\_\_  
  
Scott Collett, President

## **APPENDIX A — Authorization for Payroll Deduction**

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

*(Please print last name, first name, and middle initial)*

Classification: \_\_\_\_\_ Social Security No. \_\_\_\_\_

Social Security No.

TO THE CITY OF LA VISTA, NEBRASKA:

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of my current monthly dues to La Vista Fraternal Order of Police Lodge No. 28, as certified by such Association. The amount deducted shall be paid to whomever the La Vista Fraternal Order of Police Lodge No. 28 shall have designated to the City. This authorization shall remain effective unless terminated by me by written notice to the City, which notice I understand must be given by me at least two (2) weeks prior to the payroll date upon which it is to take effect. I further understand and agree that the City may make such withholdings and remit them to the Association on a monthly or bi-weekly basis, at the City's option.

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Signature

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## Address

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**City**

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### State

Zip

Date:

## **APPENDIX B – Hourly Rates of Pay**

**2023-2024:** The following hourly rates of pay shall apply during the period October 1, 2023 through September 30, 2024:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Police Officer</b>	\$31.22	\$33.33	\$36.64	\$38.77	\$42.33	\$44.52
<b>Sergeant</b>				\$46.53	\$48.46	\$51.54

**2024-2025:** The following hourly rates of pay shall apply during the period October 1, 2024 through September 30, 2025:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Police Officer</b>	\$33.41	\$35.66	\$39.21	\$41.49	45.29	\$47.63
<b>Sergeant</b>				\$48.85	\$50.88	\$54.11

**2025-2026:** The following hourly rates of pay shall apply during the period October 1, 2025 through September 30, 2026:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Police Officer</b>	\$35.41	\$37.80	\$41.56	\$43.98	\$48.01	\$50.49
<b>Sergeant</b>				\$51.29	\$53.42	\$56.82

## **APPENDIX C – General Description of City’s Existing Insurance Benefit Package**

Effective Date: January 1, 2024

(All benefits are subject to the terms and conditions of the underlying insurance policies)

### **Comprehensive Major Medical:**

	<b>In-Network</b>	<b>Out-of-Network</b>
Deductible (calendar year)		
Per person	\$1,000	\$10,000
Per family	\$2,000	\$20,000
Dependent Definition		Birth to age 26
Physician Charges		
Telehealth Services	\$10 Copay	Not Covered
Primary Care – Office Visits	\$30 Copay	Deductible/50%
Specialist – Office Visits	\$50 Copay	Deductible/50%
X-Ray and laboratory (only when billed w/office visit)	No Copay	Deductible/50%
Preventive Exams	Paid 100%	Deductible/50%
Surgical	Deductible/20%	Deductible/50%
Emergency Care		
Hospital Emergency Room	Deductible/20%	Deductible/50%
Urgent Care Center	\$30 Copay	Deductible/50%
Prior Authorization	Mandatory – if not obtained, benefits may be reduced or denied	
Lifetime Maximum	Unlimited	

### **Comprehensive Dental:**

	<b>In-Network</b>	<b>Out-of-Network</b>
Calendar Year Deductible		
Preventive	\$0	\$0
Basic	\$25	\$25
Major	\$25	\$25
Orthodontia	\$ 0	\$ 0
Coinurance		
Preventive	100 %	100 %
Basic	90 %	80 %
Major	60 %	50 %
Orthodontia	60 %	50 %
Family Limit	3 Times	3 Times

Maximum Benefits – Per person/calendar year - \$1,000

Maximum Orthodontia Benefits – Lifetime per person - \$1,000

**Life Insurance:** Regular full time employees receive a \$50,000 life insurance benefit with an additional \$20,000 accidental death and dismemberment benefit.

**Long Term Disability:** Regular full time employees receive a long term disability benefit that provides 60% of monthly income (maximum \$5,000/month) after 90 days for qualifying events.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 5, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND – KENO OPERATOR AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

The resolution has been prepared to approve a fifth amendment to the current Keno Lottery Operator Agreement.

**FISCAL IMPACT**

Staff anticipates a minimal impact on the excess proceeds over City's Guaranteed Net Payout.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The current Keno Lottery Operator Agreement has been in effect since 2008, with LVK Holdings LLC taking on the operation of the game pursuant to an assignment in 2016, expiring December 20, 2023. A proposed fifth amendment would extend the current Lottery Operator Agreement to December 31, 2025.

These changes are subject to the Nebraska State Department of Revenue, Gaming Division approval.

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

**A RESOLUTION OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A FIFTH AMENDMENT TO THE CITY'S KENO LOTTERY OPERATOR AGREEMENT**

WHEREAS, a proposed FIFTH AMENDMENT to the City's Keno Lottery Operator Agreement, as previously amended, is presented and incorporated into this resolution by reference ("Proposed Fifth Amendment").

NOW, THEREFORE, BE IT RESOLVED that the Proposed Fifth Amendment is approved, subject to any additions, subtractions or modifications the Mayor or City Administrator determines necessary or appropriate, ("Amendment").

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Amendment on behalf of the City, and the Mayor and City Administrator, or any designee of the Mayor or City Administrator, shall be authorized to take any action from time to time on behalf of the City as he or she determines necessary or appropriate to carry out the City's Lottery Operator Agreement, as amended by the Amendment.

PASSED AND APPROVED THIS 5TH DAY OF DECEMBER 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**LA VISTA LOTTERY OPERATOR AGREEMENT**  
**FIFTH AMENDMENT**

THIS FIFTH AMENDMENT TO LOTTERY OPERATOR AGREEMENT ("Amendment") is made and entered into by and among the City of La Vista, Sarpy County, Nebraska, a municipal corporation ("City"), LVK Holdings LLC, a Nebraska limited liability company, ("Contractor"), and EHPV Lottery Services LLC, a Nebraska limited liability company and owner of a controlling interest of the membership interests of Contractor ("Holding Company"), effective coextensive with the end of the Short Term Extension of Lottery Operator Agreement (described below) on December 20, 2023 (the "Effective Date").

WHEREAS, a majority of the vote by the registered voters of the City of La Vista in 1989 was cast in favor of authorizing the establishment of a municipal lottery; and

WHEREAS, the Mayor and City Council established a keno-type lottery ("La Vista Keno") and awarded successive contracts to operate said lottery, the current of which is the Lottery Operator Agreement between City and Contractor, as assignee effective May 1, 2016, pursuant to the Assignment and Assumption of the Lottery Operator Agreement between City and La Vista Keno, Inc. dated August 8, 2008, as amended by Amendment Nos. 1 through 4 and the Short Term Extension of Lottery Operator Agreement from September 30, 2023 to December 20, 2023, ("Lottery Operator Agreement" or "Agreement"); and

WHEREAS, EHPV Management Group Inc, EHPV Operating Group LLC, and EHPV Real Estate Group LLC and their respective subsidiaries (including without limitation Endgame LLC, a Nebraska limited liability company, wholly owned and controlled subsidiary of EHPV Real Estate Group LLC and sole owner of the Real Estate) are under common ownership and control with Contractor and Holding Company and together own, manage, operate, and control the Real Estate and other property, assets, rights, and activities connected with La Vista Keno and food, beverage and other operations conducted in conjunction with La Vista Keno or otherwise by Contractor and Holding Company; and

WHEREAS, the parties desire to extend the Agreement for an additional period, ending December 31, 2025, and make other changes to the Agreement as detailed below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree, the parties hereto agree as follows:

- I. The Agreement is extended for an additional period, to end on December 31, 2025.

II. The last three sentences of Paragraph 2 of the Agreement are deleted in their entirety and replaced with the following language:

The Contractor will provide the expertise, equipment, services, supplies, employees and location necessary to operate the keno-type lottery on behalf of the City. Each outside ticket used in the keno lottery will have the City's name clearly indicated thereon, as well as the ticket serial number issued by the keno system. No such ticket will be sold unless the name of the City and serial number are indicated thereon.

III. That portion of Paragraph 5 of the Agreement that begins "All Gross Proceeds of the lottery . . ." and ends with ". . . without regard to the amount from time to time herein authorized for instant cash prize payout." Is stricken in its entirety.

IV. Paragraph 9 of the Agreement is deleted in its entirety and replaced with the following language:

"a. Contractor Regular Compensation. The Contractor is entitled to an amount not to exceed twelve and one-quarter percent (12 $\frac{1}{4}$ %) of the Gross Proceeds of the lottery (sometimes referred to herein as "Contractor Payout" or "Contractor 12 $\frac{1}{4}$ %) as Contractor compensation from which amount Contractor shall pay and be fully responsible for the payment of all Expenses of the lottery and Contractor shall indemnify and save harmless City from all liability or loss in respect thereto. Contractor shall be entitled to said twelve and one-quarter percent (12 $\frac{1}{4}$ %) during the continuation of this Agreement, as amended by this Amendment, subject to payment of all prizes and City's Guaranteed Net Payout pursuant to subparagraph 9(d) below, and for any month in which Contractor does not receive the full twelve and one-quarter percent (12 $\frac{1}{4}$ %) due to payouts to players or to the City, Contractor may recover the amount by which said twelve and one-quarter percent (12 $\frac{1}{4}$ %) was reduced in subsequent months out of excess remaining in the Accumulated Funds Account (described below), if any, after all prize payouts and City's Guaranteed Net Payout for the month have been paid. Any such recovery by Contractor only shall be made from excess remaining in the Accumulated Funds Account, if any, and Contractor's regular compensation over the life of this Agreement shall in no event exceed 12 $\frac{1}{4}$ % of Gross Proceeds.

b. Contractor Payment of Expenses. From said amount of Contractor compensation, Contractor shall be solely responsible for the payment of all Expenses and operations of the lottery, including taxes (which includes federal wagering taxes imposed under Section 4401(a) of the Internal Revenue Code), insurance, rent, advertising, printing, manufacturing, supplies, equipment, fees, commissions, salaries, and all other such Expenses incurred in the operation of the lottery or otherwise related thereto; provided, however, the City and not the Contractor shall pay the two percent

(2%) lottery tax imposed by §9-648 of the Nebraska Revised Statutes ("State Lottery Tax"), and provided further, however, that if any applicable lottery or wagering tax shall materially change, either party shall have the right to request the other to discuss how said change shall be allocated under this Agreement, as amended by this Amendment.

- c. Pay Tables. Pursuant to Section 9-629 of the Nebraska Revised Statutes, no less than sixty-five percent (65%) of the Gross Proceeds of the lottery shall be used for the awarding of prizes. The Contractor may, in its discretion, adjust upward from sixty-five percent (65%) the amount of Gross Proceeds used for awarding prizes to the participants; provided that the Contractor provide the City Administrator written notice ten (10) days before any change in the prize pay tables. The Mayor or City Administrator shall have the right to reject any such change within said ten (10) day period, provided that no such rejection shall be given unreasonably.
- d. City's Guaranteed Percentage. The remainder of the Gross Proceeds of the keno lottery each month shall be paid to the City ("City Payout"), subject to potential retention of amounts in excess of the City's Guaranteed Net Payout (defined below) for the month, if any, in the Accumulated Funds Account pursuant to part (f) of this Paragraph 9. Notwithstanding anything in this Amendment or the Agreement to the contrary, in no event shall the Contractor pay to the City with respect to any calendar month, or portion thereof, an amount less than seven percent (7%) of the Gross Proceeds (sometimes referred to herein as "City's Guaranteed Net Payout", two percentage points of which is used to pay the State Lottery Tax), plus the amount of any unclaimed wins for such month. If the City Payout in any month is less than City's Guaranteed Net Payout, the Contractor shall pay the amount of such deficiency to City by the fifteenth (15th) day of the next month.
- e. Payments to City. The payment of proceeds and unclaimed wins to the City shall be made no later than fifteen (15) days following the last day of lottery operations for each month and shall be accompanied by the monthly financial report as required by this Agreement, as amended by this Amendment. Interest shall accrue on all payments due the City at the judgment interest rate established by state law from the first day of each month such payment is due until paid, if payment is not made on or before fifteen (15) days following the last day of the keno lottery operations for each month.
- f. Accumulated Funds Account. All Gross Proceeds of the lottery shall be maintained by the Contractor in a separate account at a federally insured financial institution ("Accumulated Funds Account"). The Accumulated Funds Account shall be held in an account in the name of the Contractor and with respect to which the City has such signature authority as is satisfactory to the City Administrator. All Gross Proceeds, if any, over and above the twelve and one-quarter percent (12 1/4%) Contractor Payout, the City's Guaranteed Net

Payout each month and amounts paid to winning players, shall be allowed to accumulate in the Accumulated Funds Account during the continuation of the keno lottery for use by Contractor to offer special games, payout schedules and pay tables from time to time in response to changing market conditions and with the objectives of increasing interest, play, Gross Proceeds and City and Contractor payouts. If at the end of any calendar month the balance in the Accumulated Funds Account exceeds the Maximum Accumulation specified in the following sentence after payment of prizes, City's Guaranteed Net Payout and Contractor's 12½%, the Contractor shall pay the excess to the City as provided in paragraph 9(d). "Maximum Accumulation" for purposes of this paragraph shall mean \$100,000. Upon expiration or termination of the Lottery Operator Agreement, as amended, the balance in the Accumulated Funds Account shall be paid to the City."

- V. Exhibits D, E, F, G, and H to the Agreement, including any previous amendments or replacements to such Exhibits, are deleted in their entirety.
- VI. Paragraph 10 of the Agreement is amended by adding the following after the last sentence: "Further, failure of Contractor to achieve \$10,000,000 annual gross receipts from lottery operations with respect to a calendar year shall not constitute a breach of this Agreement (as amended by this Amendment) if, notwithstanding Contractor's best efforts, circumstances over which Contractor has no control in connection with increased competition from casino gambling at War Horse Casino, upon its opening or expansion in the vicinity of 63<sup>rd</sup> and Q Streets (the first phase of which is projected to open in the Summer 2024 with 800 slot machines), or the opening or expansion of other similar casino gambling in Douglas or Sarpy County, Nebraska, cause annual gross receipts from lottery operations for the year to be less than \$10,000,000. For purposes of this Agreement, as amended by this Amendment, gross receipts shall have the same meaning as Gross Proceeds."
- VII. Paragraph 13 of the Agreement is amended by adding the following language at the end:

"In the event of cessation of operation caused by fire, casualty, or equipment failures, beyond the control of the Contractor, which prevents the operation of a live ball draw, the Contractor is authorized to use a computerized random number generator type lottery for a period of twenty-four (24) hours. The Contractor will provide notice to the City Administrator in advance of such use, if possible, and if not possible, then as soon as possible thereafter, and will provide a further notice when the live ball draw is back in operation. The City Administrator may authorize the use of a computer random number generator beyond the initial 24 hours depending on the extent of the fire, casualty, or equipment failure and time needed for repairs."

VIII. All terms and conditions of the Agreement shall be deemed modified to be consistent with the changes made by this Amendment.

IX. Terms used in this Amendment shall have the meanings provided in the Agreement, unless otherwise expressly defined in this Amendment. Recitals are incorporated into this Amendment by reference

X. Except as expressly modified by this Amendment, the Agreement shall continue and remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Contractor, City, and Holding Company have executed this Fifth Amendment effective as of the date first written above.

ATTEST:

**LVK Holdings LLC**, a Nebraska limited liability company

Witness

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

ATTEST:

**City of La Vista**, a Nebraska municipal corporation

City Clerk

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

ATTEST:

**EHPV Lottery Services LLC**, a Nebraska limited liability company

Witness

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

### **Affiliated Entities Agreement**

By signing below, (i) the undersigned each hereby represents and warrants that he or she is authorized to execute this Affiliated Entities Agreement on behalf of EHPV Management Group Inc, EHPV Operating Group LLC, or EHPV Real Estate Group LLC, as the case may be (each referred to as "company"), and (ii) the undersigned on behalf of said company hereby agrees to take any actions, including without limitation voting any membership or other interests of the company in any subsidiary, as necessary or appropriate to carry out the terms and conditions of the Lottery Operator Agreement, as amended by the Fifth Amendment, with respect to any real property or other assets, operations, activities, interests, or matters now or hereafter under the ownership, direction, or control of said company or any subsidiary of company that are connected with La Vista Keno operations or food, beverage or other operations conducted in conjunction with La Vista Keno or at or from the same premises.

**EHPV Management Group Inc.**, a Colorado corporation authorized to do business in Nebraska

ATTEST:

Witness

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

ATTEST:

Witness

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

ATTEST:

Witness

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EHPV Operating Group LLC**, a Nebraska limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EHPV Real Estate Group LLC**, a Nebraska limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 5, 2023 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) medium duty pickup truck in an amount not to exceed \$105,000.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget includes funding for this purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The proposed purchase of the medium duty truck will be used mainly for summertime street maintenance activities such as concrete repairs, asphalt patching and crack sealing. The truck will also be used during winter operations for plowing and salt treatments on the residential street network. Public works anticipates delivery of the truck during this fiscal year if approved.

The proposed vehicle will be purchased through the State of Nebraska Contract # 15890 OC.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) MEDIUM DUTY PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$105,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Medium Duty Pickup Truck is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed 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 one (1) Medium Duty Pickup Truck in an amount not to exceed \$105,000.00.

PASSED AND APPROVED THIS 5TH DAY OF DECEMBER 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



**6833 TELLURIDE DR LINCOLN NE 68521**

CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | [cames@huskerautogroup.com](mailto:cames@huskerautogroup.com)

Vehicle: [Fleet] 2024 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✓ Complete)

## Quote Worksheet

		MSRP
Base Price		\$62,535.00
Dest Charge		\$1,895.00
Total Options		\$4,270.00
	<b>Subtotal</b>	<b>\$68,700.00</b>
MATT FRIEND & ADDED OPTIONS		\$37,598.00
	<b>Subtotal Pre-Tax Adjustments</b>	<b>\$37,598.00</b>
Less Customer Discount		(\$6,326.87)
	<b>Subtotal Discount</b>	<b>(\$6,326.87)</b>
Trade-In		\$0.00
Excluded from Sales Tax		\$0.00
	<b>Subtotal Trade-In</b>	<b>\$0.00</b>
	<b>Taxable Price</b>	<b>\$99,971.13</b>
Tire Weight Tax		\$26.64
Sales Tax		\$0.00
	<b>Subtotal Taxes</b>	<b>\$26.64</b>
	<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
	<b>Total Sales Price</b>	<b>\$99,997.77</b>

### Comments:

Thanks  
Chuck Ames

Dealer Signature / Date

11/24/23

Customer Signature / Date

Husker Auto Group LLC

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21037. Data Updated: Nov 23, 2023 6:40:00 PM PST.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 5, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DECLARE EQUIPMENT SURPLUS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to declare the following vehicles surplus and authorize the sale of said items:

2016 Ford Explorer Police VIN: 1FM5K8AR4GGC62239

2015 Ford Explorer Police VIN: 1FM5K8AR2FGB84316

2019 Ford Explorer Police VIN: 1FM5K8ARXKGB25069

**FISCAL IMPACT**

The general fund will receive proceeds from the sale.

**RECOMMENDATION**

Approval.

**BACKGROUND**

All the above-mentioned equipment has been replaced and is being surplused due to excessive mileage/wear. The cost to repair and maintain these vehicles exceeds their worth and the mechanics have agreed that it is time to surplus them. The surplus equipment will be sold at auction.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized 3 vehicles located at the Police Facility to be surplus; and

WHEREAS, the City Administrator and Acting Chief of Police recommend that the above-mentioned items be declared surplus and sold;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 3 vehicles located at the Police Facility be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the General fund will receive the revenue from the sale.

PASSED AND APPROVED THIS 5TH DAY OF DECEMBER, 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 5, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISCUSSION – CIMARRON WOODS PROPOSED INTERLOCAL – LIBRARY CARDS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ROSE BARCAL LIBRARY DIRECTOR

**SYNOPSIS**

A proposal has been received from the SID 237 Board (Cimarron Woods) requesting an interlocal agreement with the City to allow the SID to reimburse the City for the cost of non-resident Library memberships for residents of the SID.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Discussion and Direction.

**BACKGROUND**

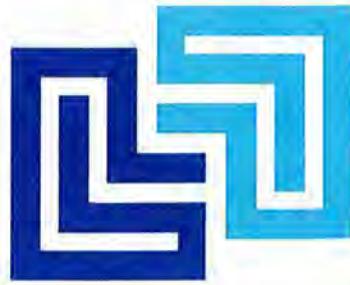
A memo (copy attached) was provided to the Mayor and City Council recently regarding the history of this request. Since that time staff has reviewed the draft agreement (copy attached) with the attorneys' edits and the Finance Director has provided information regarding the cost of providing Library services.

The City currently has a non-resident Library membership fee of \$60 annually designated in the Master Fee Ordinance. This applies to anyone who does not live within the City limits and we have members from several other jurisdictions within the metro area. The Finance Director calculated the average amount a property taxpayer in La Vista currently pays for Library services at \$54 annually.

The Library staff have fielded questions from residents of Cimarron Woods for several years about why they are not permitted to use the Library free of charge, explaining they are not residents of the City and do not pay taxes to the City of La Vista for this privilege. The SID is proposing the interlocal as a way for the SID to basically "contract" for the provision of Library services to their residents for those who want to participate. Cimarron residents could acquire a Library card and the SID would be billed on a quarterly basis for each membership issued at the then current fee.

The Library supports the request and anticipates a minimal number of new memberships. If Council does wish to proceed with the interlocal agreement, staff would recommend one edit to the current draft. An annual administrative fee of \$100 is proposed to account for the recordkeeping and quarterly billings to facilitate this agreement.

# MEMO



**TO:** Mayor and City Council  
**FROM:** Rita Ramirez, Assistant City Administrator  
**DATE:** November 16, 2023  
**RE:** Cimarron Woods Request for Library Cards

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On August 17, 2023, Rose Barcal, Library Director, received a phone call and a subsequent email from Dean Ackles representing SID 237 (Cimarron Woods) regarding a proposal to enter into an interlocal agreement with the City for the SID to purchase library memberships for any of the residents in SID 237 who wanted one. This information was also sent to Mark Johnson, attorney for SID 237.

Rose contacted me regarding the SID's proposal. I had conversations with Meg Harris and yourself, after which I contacted the City Attorney's office to determine whether an SID has the authority to expend funds in this manner. Several days later a response was received from the City Attorney indicating that an SID does have the authority to contract for services such as this, provided nothing in their bylaws prohibits it.

I informed Rose that we were going to continue to have conversations about this proposal as several issues such as potential impact on future annexation, whether they SID could just reimburse their residents directly, the actual cost that should be charged for a non-resident membership, etc. had been brought up. In the meantime, if the SID was preparing a draft agreement for our consideration we would consider that when and if it were presented.

On October 9, 2023, Rose received a draft agreement from SID attorney Mark Johnson, which she forwarded to the City Attorney for review. An edited version of the agreement was sent directly to Mark Johnson from Tom McKeon (copy to Rose) on October 20, 2023. Mr. Johnson responded that he had no further edits and would be presenting the agreement to the SID Board for approval on November 3, 2023.

A draft of the agreement is attached for your review. It is anticipated that this will be placed on the December 5 City Council agenda for your consideration.

Attachment: Draft Agreement

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into on the last date below written, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 237") and the CITY OF LA VISTA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City").

### WITNESSETH:

WHEREAS, SID 237 is a sanitary and improvement district duly formed and organized in the State of Nebraska, which includes Lots 1-177, inclusive, Lots 180-379, inclusive, and Lots 391-505, inclusive, all in Cimarron Woods, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and Lot 1, Cimarron Woods Replat One, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (individually a "Lot" and collectively the "Lots"), for such purposes as stated in its articles of association; and

WHEREAS, SID 237 by entering this Agreement represents to City that SID 237 is authorized to contract with City and pay for access and use of library facilities and services (such facilities and services together referred to as "library services") of the City of La Vista Public Library ("La Vista Public Library") for residents of SID 237; and

WHEREAS, the City and SID 237 wish to enter into an agreement for library services of the La Vista Public Library for residents of SID 237, and further find that this contract is in the common interest of both parties; and

WHEREAS, the Library Memberships (as defined herein) will benefit the residents of SID 237 and SID 237 agrees to pay to the City for each Library Membership as described herein; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., the City and SID 237 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget shall be established for such an entity.

2. Library Memberships. The City agrees to provide an annual library membership (a "Library Membership") for access and use of library services of the La Vista Public Library to residents of Lots within SID 237 who satisfy applicable requirements to obtain a Library Membership ("Member"). The La Vista Public Library will issue each such Member a Library Membership card which will renew each year automatically unless terminated by the Library Director or City for failure of the Member or SID 237 to satisfy any payment or other obligation for Library Membership, or by notice to the Library from the Member or SID 237. Each such resident shall be required to provide proof of residency and satisfy any documentation or other conditions generally required by the City in order to obtain a Library Membership card, and shall be personally responsible for and pay any costs other than the Annual Costs (defined below) that are related to the use of such Member's Library Membership, as determined by the Library Director, including without limitation costs of interlibrary loans and late or damaged books or other property.

3. Payment by SID 237. SID 237 shall pay the City the annual cost of all Library Memberships in quarterly installments. The City shall submit an invoice to SID 237 on a quarterly basis for all Library Memberships, which invoice shall provide a detailed list of all Library Memberships issued (including Lot number and address) and SID 237 shall pay within thirty (30) days. The annual cost for Library Memberships shall be the amount established from time to time by Ordinance of the City ("Annual Cost"). The fee upon execution of this Agreement is \$60.00 per year per household for each household having one or more Members, which is subject to change from time to time by the City by Ordinance.

4. Records. The City shall maintain records of the Library Memberships, and SID 237, at its sole cost and expense, shall have the right to audit and review such records at any reasonable time.

5. Duration. This Agreement shall begin upon execution by both parties and shall continue in effect for one year, provided, however, this Agreement shall automatically renew thereafter for successive additional terms of one year (each a "Renewal Term") unless either party provides the other written notice of nonrenewal at least thirty days before the first day of any Renewal Term. Notwithstanding anything in this Agreement to the contrary: (i) either party may terminate this Agreement at any time upon thirty days advance written notice to the other party, (ii) this Agreement automatically shall terminate without any notice or action required of any party at the close of business on the day immediately before any annexation of all or any part of SID 237 by the City is effective, (iii) termination of this Agreement automatically shall

terminate all Library Memberships and access to and use of library services of the La Vista Public Library by residents of SID 237, and (iv) SID 237 and its residents shall be obligated to pay all amounts accruing under this Agreement before such termination is effective.

6. Appointment of Administrators. Attorney Mark B. Johnson, or any designee of Mark B. Johnson or the Trustees of SID 237, shall administer this Agreement on behalf of SID 237, and the City Administrator, or any designee of the Mayor or City Administrator, shall administer this Agreement on behalf of the City.

7. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat § 48-1122, all parties to this Agreement agree that neither they nor any of their subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

8. Entire Agreement. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement. The recitals at the beginning of this Agreement are an integral and important part hereof and are incorporated herein.

**[Remainder of Page Left Intentionally Blank; Execution Page Follows.]**

Executed by the City of La Vista, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF LA VISTA, NEBRASKA

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

ATTEST:

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

Executed by Sanitary and Improvement District No. 237 of Sarpy County, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 237 OF SARPY COUNTY, NEBRASKA

BY: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 5, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISCUSSION – WORKFORCE PLANNING	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

This item has been placed on the agenda to discuss future workforce planning.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

N/A.

**BACKGROUND**

As part of long-range financial planning and municipal campus planning, staff has analyzed the current workforce and areas that may need additional staffing to maintain service levels and meet the City's strategic goals.

Staff has prepared a presentation highlighting the review process and anticipated needs to aid City Council in discussion. The purpose of this presentation and discussion is for information and planning purposes. As this planning encompasses a span of over 10 years, any changes to staffing will be formally presented to City Council for discussion and approval during subsequent budget processes.