

LA VISTA CITY COUNCIL MEETING AGENDA

November 5, 2024

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**
- **Certificate of Appreciation: Lonnie and Nancy Clark**

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 October 15, 2024 City Council Meeting
3. Request for Payment – J. Retz Landscape, Inc. – Professional Services – Reflections Plaza Rendering – \$685.00
4. Request for Payment – Valley Corporation – Professional Services – Central Park Lighting Project – \$112,417.75
5. Request for Payment – TitleCore National – Professional Services – \$1,100.00
6. Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation – \$80,884.25
7. Request for Payment – Mackie Construction Inc. – Professional Services – Lot 12 Parking Lot – \$93,858.33
8. Resolution – Authorize Payment – Macqueen Equipment – Emergency Sewer Camera Cable Repair
9. Resolution – Authorize Payment – Hughes Mulch Products LLC – Tree Debris Removal
10. Approval of Claims

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

B. Resolution – Authorize Replacement – Civil Defense Siren

C. Resolution – Declare Equipment Surplus

D. Resolution – Authorize Purchase – Vehicle Diagnostic Scanners

E. Resolution – Authorize Purchase – Police Portable Radios

F. Resolution – Amend City Personnel Policy and Procedures Manual

- **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

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING October 15, 2024

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 October 15 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Community Development Director Fountain, Library Director Barcal, Recreation Director Buller, Human Resources Director Lowery and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on October 2, 2024. Notice was simultaneously given to 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.

PRESENTATION: MAYOR'S AWARD – RON HERNANDEZ – MOVING VETERANS FORWARD

Mayor Kindig read the proclamation and presented Ron Hernandez with the Mayor's Award.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 1, 2024 CITY COUNCIL
MEETING
3. REQUEST FOR PAYMENT – MACKIE CONSTRUCTION – CONSTRUCTION
SERVICES – LOT 12 LVCC PARKING LOT – \$207,991.85
4. REQUEST FOR PAYMENT – ALVINE AND ASSOCIATES, INC. –
PROFESSIONAL SERVICES – CENTRAL PARK LIGHTING – \$2,250.00
5. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES –
CITY CENTRE SURFACE PARKING LOT – \$10,836.00
6. REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –
\$1,079,419.23
7. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES –
CITY PARK PAVILION TESTING – \$900.00
8. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES –
CITY PARK PAVILION TESTING – \$900.00
9. REQUEST FOR PAYMENT – TITLECORE NATIONAL – PROFESSIONAL
SERVICES – \$1,100.00
10. REQUEST FOR PAYMENT – KISSEL, KOHOUT, ES ASSOCIATES LLC –
PROFESSIONAL SERVICES – LEGISLATIVE - \$10,812.55
11. REQUEST FOR PAYMENT – BCDM ARCHITECTS – PROFESSIONAL
SERVICES – LIBRARY RENOVATION – \$3,000.00
12. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES –
GILES ROAD WIDENING – \$39,439.40
13. REQUEST FOR PAYMENT – WESTERN ENGINEERING CO. –
PROFESSIONAL SERVICES – 2024 OVERLAY PROJECT – GRANVILLE
EAST – \$39,236.68
14. REQUEST FOR PAYMENT – THOMPSON DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$919.60
15. REQUEST FOR PAYMENT – THOMPSON DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS –
\$40,162.50
16. RESOLUTION NO. 24-121 – AUTHORIZE PAYMENT – SALT STORAGE
FACILITY REPAIR

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO THE CITY OF PAPILLION FOR REPLACEMENT OF THE COVER AT THE SALT STORAGE FACILITY IN AN AMOUNT NOT TO EXCEED \$29,362.83.

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17. RESOLUTION NO. 24-122 – AUTHORIZE PAYMENT – WELDER REPLACEMENT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING PAYMENT TO MATHESON, OMAHA, NEBRASKA FOR EMERGENCY REPLACEMENT OF A WELDER IN AN AMOUNT NOT TO EXCEED \$5,925.00.

18. RESOLUTION NO. 24-123 – AUTHORIZE PAYMENT – PUBLIC WORKS TRUCK REPAIR

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING PAYMENT TO AAMCO TRANSMISSIONS, OMAHA, NEBRASKA FOR TRANSMISSION REPAIR ON THE 2015 CHEVY PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$5,789.00.

19. APPROVAL OF CLAIMS

ABE'S TRASH, services	72.00
ACTIVE NETWORK, services	188.67
ADP, payroll & taxes	862,898.32
AMAZON, supplies	5,075.89
ARCORO HOLDINGS, services	1,733.33
ARNOLD MOTOR, maint.	494.66
ASPEN EQUIP, maint.	166.52
B&H PHOTO/VIDEO, services	120.69
BAKER & TAYLOR, supplies	47.42
BARCAL, R, training	160.00
BAUER BUILT, maint.	196.50
BOK FINANCIAL, services	1,106,042.78
BRITE IDEAS DECORATING, supplies	35,520.70
BRODART CO, books	73.52
BSN SPORTS, supplies	4,260.00
BUETHE, P, training	59.90
CENTER POINT, books	242.10
CENTURY LINK/LUMEN, services	80.43
CITY OF PAPILLION, services	16,556.50
COMP CHOICE, services	470.00
CONCRETE SPLY, services	3,204.50
CONVERGINT TECH, services	496.74
COX, services	893.65
CROUCH RECREATION, services	66,470.00
CULVERS REST, services	154.50
D & K PRODUCTS, supplies	3,644.50
DEMCO, supplies	65.55
DIAMOND VOGEL PAINTS, supplies	127.50
EDGEWEAR SCREEN PRINTING, services	3,774.00
ELEVATE ROOFING, bldg & grnds	1,892.64
ESSENTIAL SCREENS, services	44.60
FIKES COMM HYGIENE, supplies	165.00
FNIC, services	6,725.75
FONTENELLE FOREST, services	175.00
FOP, services	1,965.00
GALE, books	92.22
GENUINE PARTS CO, supplies	72.32
GRAINGER, bldg & grnds	191.45
GREAT PLAINS COMM, services	1,084.19
GREATAMERICA FINANCIAL, services	1,678.68
GUARDIAN ALLIANCE TECH, services	450.00
HARM'S CONCRETE, maint.	354.82
HOBBY LOBBY, supplies	66.29
HONEYMAN RENT-ALL, services	745.72
HOTSY EQUIP, maint.	26.14

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IMAGE MARKET, services	356.80
INGRAM LIBRARY SERV, books	3,092.16
INTERNAT'L CODE COUNCIL, supplies	69.00
JOHNSTONE SUPPLY, bldg & grnds	85.65
KANOPIY, media	145.00
KIMBALL MIDWEST, maint.	572.58
LARSON, C, training	414.00
LEAGUE OF NE MUNI, services	55,098.00
L. SPANGLER, services	506.32
LOWES, supplies	665.05
LUCY SPORT, services	200.00
MARCO, services	153.87
MENARDS, supplies	93.93
METRO AREA TRANSIT, services	884.00
METRO COMM COLLEGE, services	25,760.17
MID-AMERICAN BENEFITS, services	2,115.96
MIDWEST TAPE, media	56.07
MISSIONSQUARE RETIREMENT, services	151,071.66
MR. PICNIC, services	362.70
MSC INDUSTRIAL SUPPLY, maint.	536.98
MURPHY TRACTOR/POWERPLAN, maint.	1,330.10
NE LIBRARY COMM, services	1,347.40
NL & L CONCRETE, maint.	299,793.70
OCLC, books	11.99
OFFICE DEPOT, supplies	758.40
OLSON, K, mileage	18.76
OMAHA WORLD-HERALD, services	188.79
O'REILLY AUTO PARTS, supplies	3,375.90
PAPILLION SANITATION, services	630.46
PAYROLLMAXX, payroll & taxes	845.75
PETTY CASH, supplies	299.59
POLICE & FIREMEN'S INS, services	255.66
POMP'S TIRE SERVICE, maint.	1,865.28
QUADIENT, supplies	250.00
REACH SPORTS MRKT, services	700.00
SARPY CO COURTHOUSE, services	4,627.00
SARPY CO FISCAL ADMIN, services	10,185.90
SCHOLASTIC, books	91.00
SIGN IT, services	854.00
STAGEPAY SRVS, services	2,046.19
SUBURBAN NEWSPAPERS, services	223.21
THE COLONIAL PRESS, services	168.76
THE PENWORTHY CO, services	259.54
THE SCHEMMER ASSOC, services	495.00
TRANS UNION RISK, services	75.00
U.S. CELLULAR, phones	2,271.33
UNION BANK & TRUST, services	50.00
UNITE PRIVATE NETWORKS, services	4,950.00
UNMC, services	400.00
VERIZON WIRELESS, services	18.02
VIERREGGER ELECTRIC, services	1,667.50
VOIANCE LANGUAGE SRVS, services	134.55
WALMART, supplies	1,624.62
WELDON PARTS, maint.	610.25
WESTLAKE HARDWARE, supplies	989.89
WOODHOUSE FORD, maint.	2,281.77

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Recreation Director Buller reported on activities and reminders.

Community Development Director Fountain reminded council of the first Rock the Block program.

Fire Chief Gottsch reported on the open house held on October 6, 2024.

Deputy Director of Public Works Calentine reported on the Public Works Expo.

Park Superintendent Allen provided an update on the shelter project.

B. ZONING TEXT AMENDMENTS – SECTIONS 5.17 & THE GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE BOOKLET

1. PUBLIC HEARING

At 6:13 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Zoning Text Amendments – Sections 5.17 & The Gateway Corridor District Design Guideline Booklet.

At 6:15 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

2. ORDINANCE – APPROVE TEXT AMENDMENTS

Councilmember Hale introduced Ordinance No. 1521 entitled: AN ORDINANCE TO AMEND SECTION 5.17 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.17 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 Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1521. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. COMPREHENSIVE PLAN AMENDMENT – ANNEXATION SECTION – CHAPTER 3

1. PUBLIC HEARING

At 6:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Comprehensive Plan Amendment – Annexation Section – Chapter 3.

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At 6:24 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

2. ORDINANCE

Councilmember Quick introduced Ordinance No. 1522 entitled: AN ORDINANCE TO AMEND SECTION 1 OF ORDINANCE NO. 1510 CODIFIED IN LA VISTA MUNICIPAL CODE SECTIONS 151.01 AND 151.02 TO UPDATE AND AMEND THE COMPREHENSIVE DEVELOPMENT PLAN; TO REPEAL SECTION 1 OF ORDINANCE NO. 1510 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY OTHER CONFLICTING ORDINANCES OR PARTS THEREOF 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 Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1522. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting 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. AMEND VARIOUS SECTIONS OF THE LA VISTA MUNICIPAL CODE

1. ORDINANCE – AMEND SECTIONS 30.15, 30.43, 30.46

Councilmember Quick introduced Ordinance No. 1523 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 30.15, 30.43 AND 30.46; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1523. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting 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.

2. ORDINANCE – AMEND SECTIONS 31.01, 31.04, 31.23, 31.30

Councilmember Quick introduced Ordinance No. 1524 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 31.01, 31.04, 31.23 AND 31.30; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1524. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting 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.

3. ORDINANCE – AMEND SECTIONS 35.02, 35.50

Councilmember Quick introduced Ordinance No. 1525 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 35.02 AND 35.50; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1525. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting 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.

4. ORDINANCE – AMEND SECTIONS 73.01, 73.02, 73.38, 73.42

At the request of City Clerk Buethe, Councilmember Sell made a motion to table Item D4 – Amend Sections 73.01, 73.02, 73.38, 73.42. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

5. ORDINANCE – AMEND SECTION 150.70

Councilmember Quick introduced Ordinance No. 1527 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 150.70; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1527. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Mayor, in the

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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. ORDINANCE – AMEND COMPENSATION ORDINANCE

Councilmember Wetuski introduced Ordinance No. 1528 entitled: AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1528. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting 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. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Hale introduced Ordinance No. 1529 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1519, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1529. Councilmember Wetuski seconded the motion. Councilmembers voted aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting 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 MUNICIPALITY FINANCIAL AGREEMENT – NEBRASKA DEPARTMENT OF TRANSPORTATION – HARRISON STREET BRIDGE

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-124 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A MUNICIPALITY FINANCIAL AGREEMENT WITH THE NEBRASKA DEPARTMENT OF

MINUTE RECORD

TRANSPORTATION RELATED TO THE HARRISON STREET BRIDGE IMPROVEMENTS IN AN AMOUNT ESTIMATED TO BE \$276,000.00.

WHEREAS, the State intends to improve a portion of Harrison Street over I-80 as part of the State Project Number NH-MTIS-80-9(202), I-80 Westbound, Q Street to Giles Road;

WHEREAS, the improvements within said bridge approach sections are the responsibility of the City of La Vista;

WHEREAS, by entering into agreement with the State for the improvements, the City and State can realize design and construction efficiencies associated with including this work within the I-80 Westbound, Q Street to Giles Road project;

WHEREAS, the FY25/FY26 Biennial Budget provides funding related to the improvement of said bridge approaches.

WHEREAS, the project is within the Corporate Limits of the City of La Vista;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, that Municipality Financial Agreement with the Nebraska Department of Transportation for the cost share specific to the City's responsibility for the design and construction of the Harrison Street Bridge Improvements over Interstate 80.

Seconded by Councilmember Sell. City Engineer Dowse gave a presentation of projects with the Nebraska Department of Transportation. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

H. RESOLUTION – APPROVE PLANS & SPECIFICATIONS AND AUTHORIZE SID 237 – PORTAL RIDGE BANK STABILIZATION NORTH AND SOUTH

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-125 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPROVAL OF THE PLANS AND SPECIFICATIONS FOR THE PORTAL RIDGE BANK STABILIZATION NORTH AND SOUTH.

WHEREAS, Sanitary Improvement District No. 276 of Sarpy County ("District"), Portal Ridge and the City of La Vista ("City") entered into a Subdivision Agreement concerning public improvements within the zoning jurisdiction of the City ("Subdivision Agreement"); and

WHEREAS, District has presented to the City for approval of plans and specifications to construct certain improvements; and

WHEREAS, said plans and specifications were prepared by E & A Consulting Group and reviewed by the City Engineer who has certified to the City that said plans and specifications are in accordance with the Subdivision Agreement and all of the applicable ordinances, policies and regulations of the City and that improvements constructed pursuant to such plans will be adequate for their intended purpose; and

WHEREAS, The Public Works Department has been presented with plans for review.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska does hereby approve the plans and specifications for construction of the Portal Ridge Bank Stabilization North and South, copies of which have been filed with the City Clerk, approved by the City Engineer.

MINUTE RECORD

October 15, 2024

No. 729 — REDFIELD DIRECT E2106195KV

BE IT FURTHER RESOLVED, that the City Council does hereby approve the execution of a contract by the District for said improvements with General Excavation in the amount of \$508,233.12.

BE IT FURTHER RESOLVED, that the approval herein given is conditioned upon District, prior to its granting authorization of commencement of construction, shall meet the conditions stated above.

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

I. RESOLUTION – AUTHORIZE REQUEST FOR PROPOSALS – PRINTING & MAILING SERVICES

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 24-126 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR PRINTING AND MAILING SERVICES FOR COMMUNITY GUIDES, QUARTERLY NEWSLETTERS AND POSTCARDS.

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

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed services; and

WHEREAS, proposals will be due November 8, 2024, with the approval of selected vendor by the City Council on December 3, 2024, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for printing and mailing services for Community Guides, quarterly newsletters, and postcards.

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

J. RESOLUTION – AUTHORIZE PURCHASE – CITIZEN REPORTING SOFTWARE

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-127 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF CITIZEN REPORTING SOFTWARE IN AN AMOUNT NOT TO EXCEED \$11,056.63.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of citizen reporting software is necessary; and

WHEREAS, the FY25/FY26 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 authorizing the purchase of citizen reporting software in an amount not to exceed \$11,056.63.

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

MINUTE RECORD

K. RESOLUTION – AUTHORIZE PURCHASE – GYM WALL PADS

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-128 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF WALL PADS FROM SPORTS FACILITY MAINTENANCE, LLC, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$8,397.09.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of wall pads is necessary; and

WHEREAS, the FY25/FY26 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 wall pads from Sports Facility Maintenance, LLC, Omaha, Nebraska in an amount not to exceed \$8,397.09.

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

L. RESOLUTION – AUTHORIZE PURCHASE – WHEEL LOADER

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-129 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) WHEEL LOADER FROM ROAD BUILDERS MACHINERY AND SUPPLY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$269,189.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase one (1) wheel loader is necessary; and

WHEREAS, the FY25/FY26 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 authorizing the purchase of one (1) wheel loader from Road Builders Machinery and Supply, Omaha, Nebraska in an amount not to exceed \$269,189.00.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented on a famous author from La Vista that is on the New York Times best seller list.

Mayor Kindig commented on the renovation at Santas Workshop.

MINUTE RECORD

October 15, 2024

No. 729 — REDFIELD DIRECT E2106195KV

At 7:00 p.m. Councilmember Frederick made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

J. Retz Landscape, INC.

21727 Cimarron Road
Elkhorn, NE. 68022

A-3 **Invoice**

Date	Invoice #
10/1/2024	2435A

Bill To

City Of LaVista
c/o Jason Allen
8116 Park View Blvd.
LaVista NE 68128

OK to pay
5.71.0917.000 - Park 22001

G. Dalgado 10/16/24

P.O. No.	Terms	Project
Reflections	Net 30	

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of La Vista

PROJECT:

Central Park Pedestrian Lighting

APPLICATION NO: 6501-001

APPLICATION DATE: 10/08/24

PERIOD TO: 9/1/2024 to 9/30

6501

FY24

FROM CONTRACTOR:

Valley Corporation
28001 Ida Circle, PO Box 589
Valley, NE 68064

CONTRACT DATE: 05/22/24

CONTRACT FOR: Street lighting/Pedestrian Lighting

OWNER: City of La Vista

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$606,994.25
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$606,994.25
4. TOTAL COMPLETED & STORED TO DATE (Column K and L on G703)	\$124,998.61

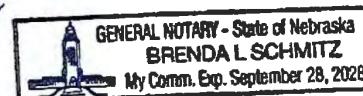
5. RETAINAGE:	
a. 10% of Completed Work (Column K on G703)	\$12,490.86
b. 10% of Stored Material (Column L on G703)	\$0.00
TOTAL RETAINAGE	
(Lines 5a + 5b or Total in Column O of G703)	
6. TOTAL EARNED LESS RETAINAGE	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 5 from prior Certificate)	
8. CURRENT PAYMENT DUE	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
	\$0.00	\$0.00
NET CHANGES by Change Order:		\$0.00

CONTRACTOR: Valley Corporation

By: David Beaman Date: 10/18/24

State of: Nebraska County of: Douglas
Subscribed and sworn to before me this 8 day of October, 2024
Notary Public: Brenda L. Schmitz



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$112,417.75

(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ENGINEER: Pete S. WrightDate: 10/10/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA
THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting of the license a completed AIA Document D401- Certification of Document's Authenticity

Approved to Pay
CAS 10/10/2024
16.71.0917.000 - PARK17006

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable rates/areas for line items may apply.

APPLICATION NO: 6501-001
APPLICATION DATE: 10/08/24
PERIOD TO: 9/1/2024 to 9/30
PROJECT NO: 6501

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 10/16/2024
Number: 4650

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-3	Brentwood Square Plaza, LLC, a Nebraska limited liability company		Title Certificate		\$275.00
					Total \$275.00

Total Due **\$275.00**

OK TO PAY
PMD 10/25/24
16,71,0917.00 - 57RT 19008

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 10/16/2024
Number: 4651

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-2	King Heritage, LLC, a Nebraska foreign limited liability company		Title Certificate		\$275.00
				Total	\$275.00
				Total Due	\$275.00

0170 PA-1
PMD 10/25/24
16.71.0917.00 - STAT 19008

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 10/21/2024
Number: 4667

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-7	National Bank of Sarpy County, American		Title Certificate	Willow Brook, Lots 1a & 1b, La Vista, NE 68128	\$275.00
				Total	\$275.00
				Total Due	\$275.00

OK to Pay
PMD 10/25/24
16-71-0117.00 - GRT 196058

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 10/24/2024
Number: 4676

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-15	L, Loschen,		Endorsement Premium		\$275.00
				Total	\$275.00
				Total Due	\$275.00

OK to Pay
PMD 10/25/24
16.71.0917.00 - 97RT19008



450 Regency Pkwy
Suite 120
Omaha, NE 68114
(712) 323-0530

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

INVOICE

Invoice Number: 702619-36
Date: October 14, 2024
Client Code: 7220
P.O. Number: 20-008340

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

Construction Observation, Administration & Testing Through: September 30, 2024

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)		90% Complete		\$48,006.00
002: Trekk (\$90,420) (Hrly)				\$89,172.71
003: Thiele Geotech (\$18,675) (Hrly)				\$19,200.00
004: Emspace & Lovgren (\$9,775) (Hrly)				\$11,809.67
005: Amendment 1 HGM (LS \$923)		100% Complete		\$923.00
006: Amendment 1 TREKK (\$4,000) (Hrly)				\$4,000.00
007: Phase 2 Final Design (Hrly)				\$201,345.71
008: Phase 2 Final Design TREKK (Hrly)				\$64,665.61
009: Phase 2 Final Design Emspace (Hrly)				\$10,763.73
010: Midwest Right of Way (\$58,725) (Hrly)				\$20,205.00
011: Construction Admin (Hrly)				
Design Engineer	171.00	136.32		\$23,310.72
Design Engineer	179.75	148.48		\$26,689.28
Engineer Technician	33.00	105.60		\$3,484.80
Engineer Technician	78.25	123.84		\$9,690.48
Senior Design Engineer	1.00	122.56		\$122.56

	Hours	Rate	Current Period	Billed To Date
Senior Project Engineer	1.50	234.91	\$352.37	
Senior Project Engineer	1.00	251.55	<u>\$251.55</u>	
			<u>\$63,901.76</u>	<u>\$754,191.00</u>

012: Const. Testing - Thiele Geotech (\$93,873) (Hrly)

Thiele Geotech, Inc.	<u>\$7,421.00</u>	
	<u>\$7,421.00</u>	<u>\$49,359.00</u>

013: TREKK - Const. Services (\$12,579) (Hrly)

TREKK Design Group, LLC	<u>\$8,059.50</u>	
	<u>\$8,059.50</u>	<u>\$8,059.50</u>

014: Const. Surveying (Hrly)

Engineer Technician	6.00	99.20	\$595.20	
Land Surveyor	6.00	134.40	\$806.40	
Land Surveyor	0.50	200.77	<u>\$100.39</u>	
			<u>\$1,501.99</u>	<u>\$6,440.82</u>

Total Amount Billed	<u>\$1,288,141.75</u>
Less Previous Invoices	<u>\$1,207,257.50</u>
Invoice Total	<u>\$80,884.25</u>

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance

OK to Pay
PMD 10/29/24
40% = SEWER = Cd. 71.0917.00 - SEUR 1300
\$38,044.44

50% = STAFF = Cd. 71.0917.00 - SEUR 1300
\$42,059.81

FY 24
/

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page One of Two Pages

TO (CONTRACTOR): PROJECT: #24052
 City of La Vista
 8116 Park View Boulevard
 La Vista, NE 68128

FROM (SUB-CONTRACTOR): VIA (ARCHITECT):
 Mackie Construction Inc
 14565 Portal Cir STE 117
 LaVista NE 68046

CONTRACT FOR: Flatwork and Foundations

APPLICATION NO: TWO(2)

PERIOD TO: October 20, 2024

CONTRACT NO. 0

Distribution to:
 OWNER
 ARCHITECT
 XXX CONTRACTOR

3 Pay to:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$458,438.56	✓
2. Net change by Change Orders	\$0.00	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$458,438.56	
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$335,389.09	✓
5. RETAINAGE:		
a. 10% of Completed Work (Column D/E on G703)	\$33,538.91	✓
b. 10% of Stored Material (Column F on G703 x Rate)	\$0.00	
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of G703)	\$33,538.91	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$301,850.18	✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$207,991.85	
8. CURRENT PAYMENT DUE	\$93,858.33	✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$156,588.38	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown here is now due.

CONTRACTOR SIGNATURE:

By: Kurt Mackie

State of: Nebraska County of: Sarpy

Subscribed and sworn to before me this date: OCTOBER 17, 2024
 Notary Public:  JENNA L BEYER
 My Commission expires: OCT. 20, 2024 My Comm. Exp. October 20, 2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 93,858.33

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:


By: Lana BaylessDate: 10/29/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed Certification is attached.

AIA DOCUMENT G703

PAGE TWO OF THREE PAGES

APPLICATION NUMBER: 2
APPLICATION DATE: October 20, 2024
PERIOD TO:
ARCHITECT'S PROJECT NO: 0

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 10.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	SWPP Sign	\$354.90		\$354.90		\$354.90	100%	\$0.00	\$35.49
2	Install Silt Fence	\$1,108.84	\$1,108.84			\$1,108.84	100%	\$0.00	\$110.88
3	Area Inlet Protection	\$216.69	\$216.69			\$216.69	100%	\$0.00	\$21.67
4	Curb Inlet Protection	\$702.78		\$702.00		\$702.00	100%	\$0.78	\$70.20
5	Install Construction Entrance	\$878.45	\$878.45			\$878.45	100%	\$0.00	\$87.85
6	Install Walltie	\$767.25		\$767.25		\$767.25	100%	\$0.00	\$76.73
7	Concrete Washout	\$591.50	\$591.50			\$591.50	100%	\$0.00	\$59.15
8	SWPPP Maintenance	\$1,815.48		\$1,815.48		\$1,815.48	100%	\$0.00	\$181.56
9	Clear & Grubb	\$4,998.77	\$4,998.77			\$4,998.77	100%	\$0.00	\$499.88
10	Remove 15'-18" Sewer Pipe	\$2,330.58		\$2,330.58		\$2,330.58	100%	\$0.00	\$233.08
11	Remove 6" Pavement	\$16,677.50	\$16,677.50			\$16,677.50	100%	\$0.00	\$1,667.75
12	Remove Sidewalk	\$559.35	\$559.35			\$559.35	100%	\$0.00	\$55.94
13	Remove Gravel Surface	\$1,600.38	\$1,600.38			\$1,600.38	100%	\$0.00	\$160.04
14	Remove Telephone Pedestal	\$76.14		\$76.14		\$76.14	100%	\$0.00	\$7.61
15	Remove UG-Catv-Tels Cables	\$547.55	\$547.55			\$547.55	100%	\$0.00	\$54.75
16	Perimeter Construction Fencing	\$9,380.50	\$5,500.00			\$5,500.00	98%	\$2,880.50	\$500.00
17	Install Vehicle Fence Gates	\$781.33		\$781.33		\$781.33	100%	\$0.00	\$78.13
18	Ex On-Site	\$1,859.00	\$1,859.00			\$1,859.00	100%	\$0.00	\$185.90
19	Ex Haul Off	\$83,042.00	\$83,042.00			\$83,042.00	100%	\$0.00	\$8,304.20
20	Subgrade Prep Driveway	\$5,854.80	\$5,854.80			\$5,854.80	100%	\$0.00	\$585.48
21	Sub Grade Prep Sidewalk	\$1,443.75	\$1,443.75			\$1,443.75	100%	\$0.00	\$143.38
22	6" Concrete Pavement	\$162,324.80	\$75,000.00			\$75,000.00	49%	\$77,324.80	\$7,500.00
23	Construct 7" Pavement	\$34,831.70		\$34,831.70		\$34,831.70	100%	\$0.00	\$3,483.17
24	Construct 9" Curb & Gutter	\$3,415.00	\$3,415.00			\$3,415.00	100%	\$0.00	\$341.50
25	Construct 4" PCC Sidewalk	\$23,151.20	\$3,027.20			\$3,027.20	13%	\$20,124.00	\$302.72
26	Construct 8" High Thickend Edge	\$4,263.08		\$4,263.08		\$4,263.08	100%	\$0.00	\$426.31
27	Construct 0" High Thickend Edge	\$171.68		\$171.68		\$171.68	100%	\$0.00	\$17.17
28	Construct PCC Curb Ramp	\$951.15		\$951.15		\$951.15	100%	\$0.00	\$95.12
29	Construct Detectable Warning Panel	\$658.64		\$658.64		\$658.64	100%	\$0.00	\$65.64
	PAGE TOTALS	\$334,908.77	\$167,192.92	\$47,405.77	\$0.00	\$234,598.69	70%	\$100,310.08	\$23,458.87

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - © 1992
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

0100 - 1002

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on contracts where variable retainage for line items may apply

AIA DOCUMENT G703

PAGE THREE OF THREE PAGES

APPLICATION NUMBER: 2
APPLICATION DATE: October 20, 2024
PERIOD TO: January 0, 1900
ARCHITECT'S PROJECT NO: 0

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 10.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
30	Construct Curb Inlet	\$8,549.40	\$8,549.00			\$8,549.00	100%	\$0.40	\$854.90
31	Connect Existing 18" SD Line to New Inlet	\$5,785.49	\$5,785.49			\$5,785.49	100%	\$0.00	\$578.55
32	Adjust Storm Sewer Manhole to grade	\$585.84	\$585.84			\$585.84	100%	\$0.00	\$58.56
33	Remove Top Soil	\$8,989.00	\$8,989.00			\$8,989.00	100%	\$0.00	\$898.90
34	Place Top Soil	\$6,177.80		\$6,177.80		\$6,177.80	100%	\$0.00	\$617.76
35	Top Soil Test	\$234.26		\$234.26		\$234.26	100%	\$0.00	\$23.43
36	Amend Top Soil	\$22,487.40		\$22,487.40		\$22,487.40	100%	\$0.00	\$2,248.74
37	Install Seeding	\$1,855.00		\$1,855.00		\$1,855.00	100%	\$0.00	\$185.50
38	Install Mulching	\$1,190.00		\$1,190.00		\$1,190.00	100%	\$0.00	\$119.00
39	Rolled Erosion Control	\$1,351.10		\$1,351.00		\$1,351.00	100%	\$0.10	\$135.10
40	Construct Steel Guard Post W/Eye Bolts	\$1,834.22		\$1,834.22		\$1,834.22	100%	\$0.00	\$183.42
41	Remove Marking Lines	\$1,267.20		\$1,267.20		\$1,267.20	100%	\$0.00	\$126.72
42	4" White	\$1,721.75		\$1,721.75		\$1,721.75	100%	\$0.00	\$172.18
43	Type 3 4" Tape Marking	\$1,113.40		\$1,113.40		\$1,113.40	100%	\$0.00	\$111.34
44	Type 3 12" Tape Marking	\$456.82		\$456.82		\$456.82	100%	\$0.00	\$45.68
45	Type 3 24" Tape Marking	\$2,342.80		\$2,342.80		\$2,342.80	100%	\$0.00	\$234.28
46	Type Only	\$468.51		\$468.51		\$468.51	100%	\$0.00	\$46.85
47	Type Directional	\$1,639.80		\$1,639.80		\$1,639.80	100%	\$0.00	\$163.98
48	Install Traffic Signage & Decorative Posts	\$2,775.94		\$2,775.94		\$2,775.94	100%	\$0.00	\$277.59
49	Remove Existing Sign & Install New Sign @ Existing Post	\$242.05		\$242.05		\$242.05	100%	\$0.00	\$24.21
50	Install ADA Signage & Posts	\$913.82		\$913.82		\$913.82	100%	\$0.00	\$91.38
51	Install Wheel Stop	\$818.45		\$818.45		\$818.45	100%	\$0.00	\$81.85
52	Install Parking Lot Pole Single	\$7,337.18	\$3,000.00			\$3,000.00	41%	\$4,337.18	\$300.00
53	Install Parking Lot Post Double	\$17,750.84	\$6,000.00			\$6,000.00	34%	\$11,750.84	\$600.00
54	1" Schedule 80 PVC Directional Bore	\$2,882.25		\$2,882.25		\$2,882.25	100%	\$0.00	\$288.23
55	1" Schedule 80 PVC Direct Bury	\$5,309.20		\$5,309.20		\$5,309.20	100%	\$0.00	\$530.92
56	Temp Traffic Control	\$4,072.53	\$2,000.00			\$2,000.00	49%	\$2,072.53	\$200.00
57	MoilDe-Mob	\$13,578.34	\$9,000.00			\$9,000.00	68%	\$4,578.34	\$900.00
58						\$0.00	0%	\$0.00	\$0.00
	Page Totals	\$123,529.79	\$43,909.13	\$56,881.27	\$0.00	\$100,790.40		\$22,739.39	\$10,079.04
	GRAND TOTALS	\$458,438.56	\$231,102.05	\$104,287.04	\$0.00	\$335,389.09	73%	\$123,049.47	\$33,538.91

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - © 1992
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

0100 - 1002

This scope was removed as part of PR #01
This will show as a deduct in CO #1

In PR #01 - on site excavation was increased by
140 cy, for added cost of \$2,322.60. This will
show as added cost into CO #1.

In PR #01 - haul off was reduced by 940 cy
this should reduce this line item by \$15,594.60
This will show as a deduct in CO #1

In PR #01 - the 190 lf of 4" tape marking was deleted,
and the 5" tape marking (174 lf) was added. The 190 lf of
4" tape will show as a deduct in CO #1 and the 174 lf of
added 5" tape will show as added cost in CO #1

In PR #01 - an additional 22 lf of this line item was added (\$773.08).
This will show as added cost in CO #1 - DLR Group will reduce our
fee by this amount + OH&P (\$850.50) for this error issued in PR #1

In PR #01 - the "ONLY" marking was deleted. This
will show as a deduct in CO #1

05.71.097.000.CMDV/2401
Approved to Pay
CAS 10/2/2024

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PAYMENT – SEWER CAMERA CABLE REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing payment to Macqueen Equipment, Lincoln, Nebraska for emergency replacement of the sewer camera cable in an amount not to exceed \$9,328.86.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this repair.

RECOMMENDATION

Approval.

BACKGROUND

An emergency repair was required to the sewer camera cable after it broke due to normal wear and tear.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO THE MACQUEEN EQUIPMENT, LINCOLN, NEBRASKA FOR REPLACEMENT OF THE SEWER CAMERA CABLE IN AN AMOUNT NOT TO EXCEED \$9,328.86.

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

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this repair; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize payment to Macqueen Equipment, Lincoln, NE for replacement of the sewer camera cable in an amount not to exceed \$9,328.86.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



MACQUEEN

MacQueen
5360 Alvo Road
Lincoln, NE 68514
402-435-0061

Ship To: SAME AS BELOW

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

Branch			
04 - LINCOLN NE			
Date	Time		Page
10/17/2024	8:37:31 (0)		1
Account No	Phone No	Est No	02
LAVIS001	4023318927	003916	
Ship Via	Purchase Order		
	TERRY 10/15		
Tax ID No			
	Salesperson		
	500		

Attention: TERRY FOSTER

ESTIMATE EXPIRY DATE: 11/14/2024

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Oty	Price	Amount
-------	-------------	---	-----	-------	--------

Comes with a pigtail

E-200-9300-03	SPCABLE ORANGE	1	9205.88	9205.88
FRT	SHIP & HNDLING	1	122.98	122.98
			Subtotal:	9328.86
Authorization: _____			Tax:	.00
			TOTAL:	9328.86

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PAYMENT – HUGHES MULCH PRODUCTS LLC	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing payment to Hughes Mulch Products LLC, Omaha, Nebraska for grinding and hauling of tree debris in an amount not to exceed \$9,100.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

On August 31, 2024 a wind storm caused significant damage to public and privately owned trees throughout the city. With the joint debris drop off location at the City of Papillion reaching capacity, La Vista Public Works established a debris disposal location at the Sports Complex for curb side pickup and city park tree debris. Hughes Mulch Products LLC was contracted to grind and haul the joint debris pile with the City of Papillion, we extended their services to include the Sports Complex pile.

The costs associated with this contract will be submitted to FEMA/NEMA for reimbursement if a disaster declaration is authorized.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO HUGHES MULCH PRODUCTS LLC, OMAHA, NEBRASKA FOR GRINDING AND HAULING OF TREE DEBRIS IN AN AMOUNT NOT TO EXCEED \$9,100.00.

WHEREAS, the City Council of the City of La Vista has determined that grinding and hauling of tree debris is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to Hughes Mulch Products LLC, Omaha, Nebraska for grinding and hauling of tree debris in an amount not to exceed \$9,100.00.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Hughes Mulch Products LLC

3211 Keystone Dr
Omaha, NE 68134

Phone # 402-991-7900

www.hughesmulch.com

Date	Invoice #
10/25/2024	77603

Bill To

City of LaVista
Public Works
9900 Portal Road
LaVista NE 68128

Ship To

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143428	10/16/2024	ALFRED BENESCH & COMPANY	39,439.40	N
143429	10/16/2024	ALVINE AND ASSOCIATES, INC	2,250.00	N
143430	10/16/2024	BCDM ARCHITECTS	3,000.00	N
143431	10/16/2024	CITY OF PAPILLION	29,362.83	N
143432	10/16/2024	DLR GROUP	10,836.00	N
143433	10/16/2024	HEARTLAND PNEUMATIC	29,320.80	N
143434	10/16/2024	HY-VEE STONY BROOK	3,592.76	N
143435	10/16/2024	KISSEL KOHOUT ES ASSOCIATES LLC	10,812.55	N
143436	10/16/2024	MACKIE CONSTRUCTION	207,991.85	N
143437	10/16/2024	MATHESON TRI-GAS INC	5,925.00	N
143438	10/16/2024	NL & L CONCRETE	1,079,419.23	N
143439	10/16/2024	OLSSON, INC.	1,800.00	N
143440	10/16/2024	RUSSELL, KYLE A.	186.27	N
143441	10/16/2024	THOMPSON DREESSEN & DORNER, IN	41,082.10	N
143442	10/16/2024	TITLECORE NATIONAL, LLC	1,100.00	N
143443	10/16/2024	WESTERN ENGINEERING COMPANY	39,236.68	N
143444	10/25/2024	UNITED STATES POSTAL SERVICE	1,914.81	N
143445	10/25/2024	VERIZON WIRELESS	445.97	N
143446	10/25/2024	WESTERN ENGINEERING COMPANY	272,947.55	N
1261922(E)	10/30/2024	ACTIVE NETWORK LLC	126.17	N
1261923(E)	10/30/2024	ADP INC	450,090.36	N
1261924(E)	10/30/2024	AMERICAN HERITAGE LIFE INSURANCE	463.59	N
1261925(E)	10/30/2024	BLACK HILLS ENERGY	1,598.84	N
1261926(E)	10/30/2024	CENTURY LINK/LUMEN	591.11	N
1261927(E)	10/30/2024	CENTURY LINK/LUMEN	115.19	N
1261928(E)	10/30/2024	COLONIAL LIFE & ACCIDENT INS CO	2,089.20	N
1261929(E)	10/30/2024	COX COMMUNICATIONS, INC.	467.15	N
1261930(E)	10/30/2024	DEARBORN NATIONAL LIFE INSURANCE	1,364.00	N
1261931(E)	10/30/2024	DEARBORN NATIONAL LIFE INSURANCE	7,542.18	N
1261932(E)	10/30/2024	LINCOLN NATIONAL LIFE INS CO	7,315.43	N
1261933(E)	10/30/2024	MEDICA INSURANCE COMPANY	157,964.77	N
1261934(E)	10/30/2024	METLIFE	1,138.99	N
1261935(E)	10/30/2024	METROPOLITAN UTILITIES DISTRICT	27,414.87	N
1261936(E)	10/30/2024	MID-AMERICAN BENEFITS INC	18,737.97	N
1261937(E)	10/30/2024	MISSIONSQUARE RETIREMENT	74,970.43	N
1261938(E)	10/30/2024	NE DEPT OF REVENUE-SALES TAX	125.86	N
1261939(E)	10/30/2024	OMAHA PUBLIC POWER DISTRICT	109,869.90	N
1261940(E)	10/30/2024	PITNEY BOWES-EFT POSTAGE	1,398.00	N
1261941(E)	10/30/2024	TRAVELERS	344,031.00	N
22(S)	11/05/2024	PARTY CITY	0.00	N
23(S)	11/05/2024	GALLS LLC	0.00	N
143447	11/05/2024	1000 BULBS	1,412.40	N
143448	11/05/2024	3CMA MEMBERSHIP	800.00	N
143449	11/05/2024	AAMCO TRANSMISSIONS	5,789.00	N
143450	11/05/2024	AKRS EQUIPMENT SOLUTIONS, INC.	1,044.83	N
143451	11/05/2024	ALVINE AND ASSOCIATES, INC	2,250.00	N
143452	11/05/2024	AMAZON CAPITAL SERVICES, INC.	4,496.67	N
143455	11/05/2024	ARNOLD MOTOR SUPPLY	2,264.15	N
143456	11/05/2024	AT&T MOBILITY LLC	98.48	N
143457	11/05/2024	BAKER & TAYLOR LLC	995.81	N
143458	11/05/2024	BARCAL, ROSE	190.28	N
143459	11/05/2024	BEAUMONT, MITCH	106.99	N
143460	11/05/2024	BGNE	280.44	N
143461	11/05/2024	BISHOP BUSINESS EQUIPMENT	2,059.43	N
143462	11/05/2024	BISHOP BUSINESS EQUIPMENT COMPA	516.46	N
143463	11/05/2024	BLUE COURAGE LLC	2,264.84	N
143464	11/05/2024	BOBCAT OF OMAHA	2,186.21	N
143465	11/05/2024	BOOT BARN	150.00	N
143466	11/05/2024	BS&A SOFTWARE	29,501.00	N
143467	11/05/2024	CALENTINE, JEFFREY	15.00	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143468	11/05/2024	CENTER POINT, INC.	49.14	N
143469	11/05/2024	CHARRED BURGER & BAR	935.00	N
143470	11/05/2024	CINTAS CORPORATION NO. 2	77.90	N
143471	11/05/2024	CITY OF PAPILLION	39,587.02	N
143472	11/05/2024	CIVICPLUS	11,056.63	N
143473	11/05/2024	COLE, JOE	575.00	N
143474	11/05/2024	CONCRETE SUPPLY, INC.	6,786.00	N
143475	11/05/2024	CROUCH RECREATION	19,102.00	N
143476	11/05/2024	CULLIGAN OF OMAHA	34.75	N
143477	11/05/2024	CUMMINS SALES AND SERVICE	1,576.78	N
143478	11/05/2024	D & K PRODUCTS	724.80	N
143479	11/05/2024	DEBRA HALE	440.00	N
143480	11/05/2024	DELGADO, GARRETT	15.00	N
143481	11/05/2024	DEMCO INCORPORATED	117.68	N
143482	11/05/2024	DIAMOND VOGEL PAINTS	310.50	N
143483	11/05/2024	DOWSE, PATRICK	15.00	N
143484	11/05/2024	EDGEWEAR SCREEN PRINTING	32.00	N
143485	11/05/2024	EYMAN PLUMBING INC	406.25	N
143486	11/05/2024	FERGUSON US HOLDINGS INC	289.05	N
143487	11/05/2024	FIKES COMMERCIAL HYGIENE LLC	191.00	N
143488	11/05/2024	FIRST RESPONDER OUTFITTERS, INC	165.49	N
143489	11/05/2024	FITZGERALD SCHORR BARMETTLER	33,260.90	N
143490	11/05/2024	FLEETPRIDE	99.00	N
143491	11/05/2024	FONTENELLE FOREST	175.00	N
143492	11/05/2024	FOSTER, TERRY	43.00	N
143493	11/05/2024	FREDERICK, JAMES	360.00	N
143494	11/05/2024	G I CLEANERS & TAILORS	278.65	N
143495	11/05/2024	GALE	304.39	N
143496	11/05/2024	GENERAL FIRE & SAFETY EQUIP CO	523.75	N
143497	11/05/2024	GENERAL TRAFFIC CONTROLS INC	1,010.00	N
143498	11/05/2024	GRAINGER	124.84	N
143499	11/05/2024	HANEY SHOE STORE	150.00	N
143500	11/05/2024	HARM'S CONCRETE INC	215.61	N
143501	11/05/2024	HOME DEPOT CREDIT SERVICES	105.29	N
143502	11/05/2024	HONEYMAN RENT-ALL #1	1,265.09	N
143503	11/05/2024	INDUSTRIAL SALES COMPANY INC	128.14	N
143504	11/05/2024	INGRAM LIBRARY SERVICES LLC	359.11	N
143505	11/05/2024	ISLAND SPRINKLER SUPPLY COMPANY	123.99	N
143506	11/05/2024	J & J SMALL ENGINE SERVICE	320.12	N
143507	11/05/2024	JOHNSTONE SUPPLY CO	29.98	N
143508	11/05/2024	K & J ELITE SPORTS TURF INC	3,450.00	N
143509	11/05/2024	K ELECTRIC	4,650.44	N
143510	11/05/2024	KIMBALL MIDWEST	100.56	N
143511	11/05/2024	KRIHA FLUID POWER CO INC	188.53	N
143512	11/05/2024	LARSEN SUPPLY COMPANY	703.92	N
143513	11/05/2024	LEADS ONLINE LLC	4,158.00	N
143514	11/05/2024	LIBRARY IDEAS LLC	3,785.00	N
143515	11/05/2024	LOGAN CONTRACTORS SUPPLY	750.91	N
143516	11/05/2024	LOWE'S CREDIT SERVICES	109.28	N
143517	11/05/2024	MATHESON TRI-GAS INC	756.24	N
143518	11/05/2024	MCNEIL, JOSHUA	720.00	N
143519	11/05/2024	MENARDS-RALSTON	2,444.67	N
143521	11/05/2024	METRO AREA TRANSIT	846.00	N
143522	11/05/2024	METROPOLITAN COMMUNITY COLLEG	30,668.90	N
143523	11/05/2024	MICHAEL TODD AND COMPANY INC	1,470.82	N
143524	11/05/2024	MICROFILM IMAGING SYSTEMS, INC.	180.00	N
143525	11/05/2024	MIDWEST SERVICE AND SALES CO	1,275.00	N
143526	11/05/2024	MIDWEST TURF & IRRIGATION	204.54	N
143527	11/05/2024	MOTOROLA SOLUTIONS INC	20,700.00	N
143528	11/05/2024	MSC INDUSTRIAL SUPPLY CO	601.80	N

Check #	Check Date	Vendor Name	Amount	Voided
143529	11/05/2024	NCOA/MIKE CHRISTENSEN	525.00	N
143530	11/05/2024	NEBRASKA LAKE MANAGEMENT, LLC	1,070.00	N
143531	11/05/2024	NORTON, JODI	89.11	N
143532	11/05/2024	NPZA-NE PLANNING/ZONING ASSN	100.00	N
143533	11/05/2024	NSG LOGISTICS, LLC	19,116.10	N
143534	11/05/2024	NWEA-NE WATER ENVIRONMENT ASS	235.00	N
143535	11/05/2024	OCLC INC	99.23	N
143536	11/05/2024	OFFICE DEPOT INC	992.27	N
143537	11/05/2024	OMAHA PUBLIC POWER DISTRICT	13,493.20	N
143538	11/05/2024	OMAHA WINNELSON SUPPLY	66.20	N
143539	11/05/2024	OMAHA WORLD-HERALD	684.72	N
143540	11/05/2024	OMNI ENGINEERING	698.11	N
143541	11/05/2024	ONE CALL CONCEPTS INC	768.52	N
143542	11/05/2024	PAPILLION LA VISTA PUBLIC SCHOOLS	15,835.00	N
143543	11/05/2024	PAPILLION TIRE INCORPORATED	254.18	N
143544	11/05/2024	PITNEY BOWES GLOBAL FIN SVCS	429.99	N
143545	11/05/2024	PLUTA, DON	43.00	N
143546	11/05/2024	POMP'S TIRE SERVICE, INC	5,136.72	N
143547	11/05/2024	PORT-A-JOHNS	90.00	N
143548	11/05/2024	PROGRESSIVE BUSINESS TECHNOLOGI	127.00	N
143549	11/05/2024	QUALITY AUTO REPAIR & TOWING, IN	250.00	N
143550	11/05/2024	QUICK, TERRILYN	440.00	N
143551	11/05/2024	REF'S SPORTS BAR & GRILL	935.00	N
143552	11/05/2024	REGAL AWARDS INC.	169.77	N
143553	11/05/2024	ROCCO INTERPRETING INC	175.00	N
143554	11/05/2024	ROSARIO CANIGILA	10,990.00	N
143555	11/05/2024	RTG BUILDING SERVICES INC	6,765.00	N
143556	11/05/2024	SARPY COUNTY FISCAL ADMINSTRTN	17,405.62	N
143557	11/05/2024	SCARPA, DAN	43.00	N
143558	11/05/2024	SCHAEFFER MANUFACTURING COMPA	622.36	N
143559	11/05/2024	SCHMIDT, CODY	43.00	N
143560	11/05/2024	SIGN IT	2,440.00	N
143561	11/05/2024	SPORTS FACILITY MAINTENANCE, LLC	4,198.55	N
143562	11/05/2024	SUBURBAN NEWSPAPERS INC	224.12	N
143563	11/05/2024	SUN COUNTRY DISTRIBUTING LTD	47.66	N
143564	11/05/2024	THE ASTRO THEATER	935.00	N
143565	11/05/2024	THE COLONIAL PRESS, INC	200.24	N
143566	11/05/2024	THE FILTER SHOP, INC.	302.20	N
143567	11/05/2024	THOMPSON DREESSEN & DORNER, IN	8,900.00	N
143568	11/05/2024	THREE RIVERS LIBRARY SYSTEM	5.00	N
143569	11/05/2024	TORNADO WASH LLC	378.00	N
143570	11/05/2024	TRUCK CENTER COMPANIES	14.29	N
143571	11/05/2024	ULTIMATE TRUCK ACCESSORIES INC.	2,330.00	N
143572	11/05/2024	UNITED PARCEL SERVICE	81.21	N
143573	11/05/2024	UNITED STATES POSTAL SERVICE	1,746.84	N
143574	11/05/2024	UNMC	117.00	N
143575	11/05/2024	VAUGHAN, DYLAN	43.00	N
143576	11/05/2024	VER-MAC	4,869.10	N
143577	11/05/2024	VERIZON CONNECT FLEET USA	608.00	N
143578	11/05/2024	WELDON PARTS INC.	20.09	N
143579	11/05/2024	WESTLAKE HARDWARE INC NE-022	1,863.78	N
1261942(E)	11/05/2024	ACTIVE NETWORK LLC	95.14	N
1261942(A)	11/05/2024	ABM INDUSTRIES, INC	35,049.63	N
1261943(A)	11/05/2024	FRATERNAL ORDER OF POLICE	1,965.00	N
1261943(E)	11/05/2024	CENTURY LINK/LUMEN	235.52	N
1261944(E)	11/05/2024	CULVERS RESTAURANT	154.50	N
1261944(A)	11/05/2024	POLICE & FIREMEN'S INSURANCE	255.66	N
1261945(A)	11/05/2024	SHI INTERNATIONAL CORP.	597.60	N
1261945(E)	11/05/2024	DURHAM MUSEUM	150.00	N
1261946(E)	11/05/2024	GREAT PLAINS COMMUNICATION	1,084.19	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
1261946(A)	11/05/2024	UNION BANK & TRUST	50.00	N
1261947(E)	11/05/2024	NE DEPT OF REVENUE-LOTT/51	73,643.00	N
1261948(E)	11/05/2024	U.S. CELLULAR	2,272.17	N
1261911(E)	10/4/2024	US BANK NATIONAL ASSOCIATION	35,047.59	N
		TOTAL:	3,520,866.92	

APPROVED BY COUNCIL MEMBERS ON: 11/05/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2024 AGENDA**

Subject:	Type:	Submitted By:
CIVIL DEFENSE SIREN REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	D.J. BARCAL POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to authorize the replacement of the civil defense siren located at Apollo Park by Blue Valley Public Safety, Inc, Grain Valley, Missouri in an amount not to exceed \$34,506.80.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The July storm damaged the current pole supporting the siren. The structure integrity of the pole is compromised and is leaning. The siren housing is not stable during operation. Upon inspection, the siren is now obsolete and parts are no longer manufactured. It is estimated the siren is at least twenty years old, if not older. Staff recommends the removal of the old siren and installing a current and stable system for the safety of the public.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REPLACEMENT OF THE CIVIL DEFENSE SIREN LOCATED IN APOLLO PARK BY BLUE VALLEY PUBLIC SAFETY, INC., GRAIN VALLEY, MISSOURI IN AN AMOUNT NOT TO EXCEED \$34,506.80.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the civil defense siren in Apollo Park is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorizing the replacement if the civil defense siren located in Apollo Park by Blue Valley Public Safety, Inc., Grain Valley, Missouri in an amount not to exceed \$34,506.80.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2024 AGENDA

Subject:	Type:	Submitted By:
DECLARE EQUIPMENT SURPLUS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to declare the listed equipment as surplus and authorize the sale of said items:

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL/VIN #</u>
1992	LEROI Compressor	0185DJE	U3217X710
1993	TRAILER	19'	OLD PAVING SAW TRAILER
1994	Vicon Spreader	10060	VSG1342
1995	International	4700	1HTSCAAROSH6NN589
1996	Caterpillar	Loader 938F	1KM01485
1998	John Deere	Mower Deck	M072FMX060105
1999	John Deere	Mower Deck	M072FMX071166
2000	John Deere	Mower Deck	M022FMX020524
2000	John Deere	Mower Deck	M072FMX071165
2001	DODGE	RAM 1500	1B7HF13Y11J243417
2002	CHEVROLET	TAHOE	1GNEK13Z82J245777
2003	TORO	5200-D	230000395-
2005	FORD	TAURUS	1FAFP53U65A231185
2006	CHEVROLET	2500	1GCHK24D56E278555
2007	H&H	8.5'x 12' Trailer	4J6US1219B086804
2007	Chevy	Impala	2G1WB55K179279656
2007	John Deere	Mower Deck	M072FMX075537
2012	Bison	3-Point Blade	BINHVH-242-XHD
2012	Spaulding	Asphalt hot box	1F9P41728JM339117
2013	Ford	Interceptor	1FM5K8AR1DGC21207
2015	Ford	Interceptor	1FM5K8AR0FGB84315

FISCAL IMPACT

The revenue from the sale of said surplus equipment will be receipted into the General Fund. The FY25/FY26 biennial budget did not anticipate this revenue.

RECOMMENDATION

Approval.

BACKGROUND

All the above-mentioned equipment has been replaced with new equipment or is no longer utilized in daily operations. The surplus equipment will be sold via sealed bid process.

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 21 items located at the Public Works Facility to be surplused; 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 21 items located at the Public Works 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 NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – VEHICLE DIAGNOSTIC SCANNERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing the purchase of three (3) Vehicle Diagnostic Scanners from Auto Tools, Inc., Omaha, Nebraska in an amount not to exceed \$11,322.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The new diagnostic scanners will replace current scanners that are obsolete and cannot read new vehicle codes. The vehicle diagnostic scanners will be used for heavy and light duty equipment.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF THREE (3) VEHICLE DIAGNOSTIC SCANNERS FROM AUTO TOOLS, INC, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$11,322.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of the three (3) vehicle diagnostic scanners are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorizing the purchase of three (3) vehicle diagnostic scanners from Auto Tools, Inc, Omaha, Nebraska in an amount not to exceed \$11,322.00.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



Snap-on Tools Invoice

Invoice Date - 10/22/2024 10:01:43

Auto Tools Inc
Sold By: Rocki Schleu
Address: 6210 S 109th St
Omaha, NE 68137

Sold To: LAVISTA PUBLIC WORKS
Address: 9900 PORTAL RD
LA VISTA, NE 68128-

Account Type: RA
Invoice #: 102224106207

Phone: 402-331-8927

Phone: 402-669-8665

Tax Exempt #: GOVERNMENT

PO #:

Part #	Qty	Description	Line Type	Price	Discount	Total	Tax
EEMS344EUR	1	TRITON-D10	Sale	6,550.00	0.00	6,550.00	0.00
Serial #: 153GJB511420							
EEMS344HC	1	TRTN D10 FTA 1YR PPPLN CONSIGN	Sale	1,685.00	43.00	1,642.00	0.00
U-MODIS	-1	USED MODIS	Trade In	1,200.00	0.00	-1,200.00	0.00
ELHD189090TT	1	PROLINK EDGE TRADE TRAN	Sale	4,435.00	105.00	4,330.00	0.00
Serial #: 10222024							
						SubTotal	11,322.00
						0.00 % Tax	0.00
						Freight	0.00
						Grand Total	11,322.00

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

Rocki 402-669-8665

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – POLICE PORTABLE RADIOS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to approve the purchase of seven (7) Motorola APX N70 7/800 Portable Radios from Motorola Solutions Inc., Chicago, Illinois in an amount not to exceed \$53,667.45.

FISCAL IMPACT

The FY25/FY26 Biennial Budget includes funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The portable radios will replace current portable radios that are no longer serviceable with outdated technology. The Police Department currently has one spare portable radio with full encryption & technology capabilities available. The replacement of these seven radios is part of an ongoing replacement process. Motorola is a sole-source provider, and the prices are based off the Nebraska State contract.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF SEVEN (7) MOTOROLA PORTABLE RADIOS FROM MOTOROLA SOLUTIONS, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$53,667.45.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of portable radios are necessary, and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this purchase, and

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

WHEREAS, Motorola Solutions is a highly qualified specialty public safety communications provider, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of seven (7) Motorola APX N70 7/800 portable radios from Motorola Solutions, Chicago, Illinois in an amount not to exceed \$53,667.45.

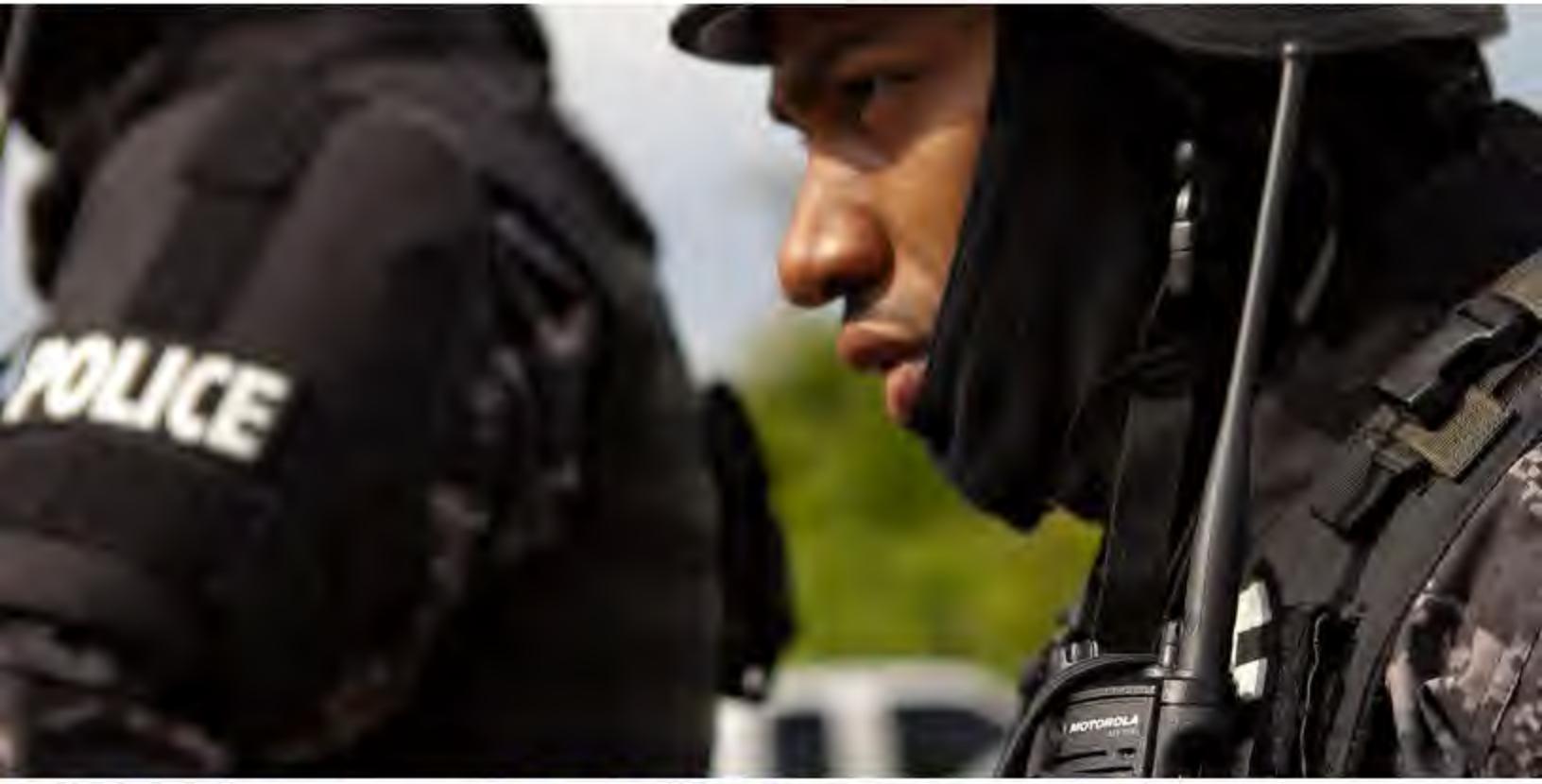
PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



LA VISTA POLICE DEPT

10/16/2024

10/16/2024

LA VISTA POLICE DEPT
8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Kraig Gomon,

Motorola Solutions is pleased to present LA VISTA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LA VISTA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Bob Stephany at bobs@firstwirelessinc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Stephany

Motorola Solutions Manufacturer's Representative

Billing Address:
 LA VISTA POLICE DEPT
 8116 PARK VIEW BLVD
 LA VISTA, NE 68128
 US

Quote Date:10/16/2024
 Expiration Date:12/15/2024
 Quote Created By:
 Bob Stephany
 bobs@firstwirelessinc.com

End Customer:
 LA VISTA POLICE DEPT
 Kraig Gomon
 kgomon@cityoflavista.org
 402-331-1582

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	7		\$9,507.60	\$6,655.32	\$46,587.24
1a	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	7				
1b	QA08853AA	ADD: CPS ENABLEMENT	7				
1c	BD00040AB	PROVISIONING NON-FEDERAL BUNDLE	7				
1d	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	7				
1e	H499KC	ENH: SUBMERSIBLE (DELTA T)	7				
1f	QA03399AK	ADD: ENHANCED DATA	7				
1g	BD00001AA	ADD: CORE BUNDLE	7				
1h	Q387CB	ADD: MULTICAST VOTING SCAN	7				
1i	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	7				
1j	BD00010AB	ADD: SECURITY BUNDLE	7				

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1k	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	7				
1l	QA07680AA	ADD: MULTI SYSTEM OTAR	7				
1m	H38DA	ADD: SMARTZONE OPERATION	7				
1n	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	7				
1o	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	7				
1p	QA00580BA	ADD: TDMA OPERATION	7				
1q	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	7				
1r	QA09001AM	ADD: WIFI CAPABILITY	7				
1s	QA09028AA	ADD: VIQI VC RADIO OPERATION	7				
1t	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	7				
1u	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	7				
1v	Q361CD	ADD: P25 9600 BAUD TRUNKING	7				
1w	QA09113AA	ADD: BASELINE RELEASE SW	7				
1x	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	7				
2	LSV01S03060A	APX N70 DMS ESSENTIAL	7	7 YEARS	\$432.43	\$432.43	\$3,027.01
3	PMMN4128A	RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	7		\$172.80	\$120.96	\$846.72
4	PMNN4817A	BATT IMPRES 2 LIION IP68 4400T	7		\$248.05	\$173.64	\$1,215.48
5	PMPN4591B	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	1		\$1,799.29	\$1,259.50	\$1,259.50
	APX™ Radio Management	RADIO MANAGEMENT					
6	T7913A	RADIO MANAGEMENT OFFLINE	1		\$110.00	\$104.50	\$731.50

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
6a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	7				
Grand Total						\$53,667.45(USD)	

 Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price	
Upfront Costs*			
		\$50,640.44	
Upfront Subscription Fee			
APX™ N70	Annually	\$432.43	
Sub Total:		\$51,072.87	
	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
APX™ N70	Annually	\$432.43	\$432.43
Year 3 Subscription Fee			
APX™ N70	Annually	\$432.43	\$432.43
Year 4 Subscription Fee			
APX™ N70	Annually	\$432.43	\$432.43
Year 5 Subscription Fee			
APX™ N70	Annually	\$432.43	\$432.43
Year 6 Subscription Fee			
APX™ N70	Annually	\$432.43	\$432.43
Year 7 Subscription Fee			
APX™ N70	Annually	\$432.43	\$432.43
Sub Total:		\$2,594.58	
Grand Total System Price (Inclusive of Upfront and Annual Costs)		\$53,667.45	

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

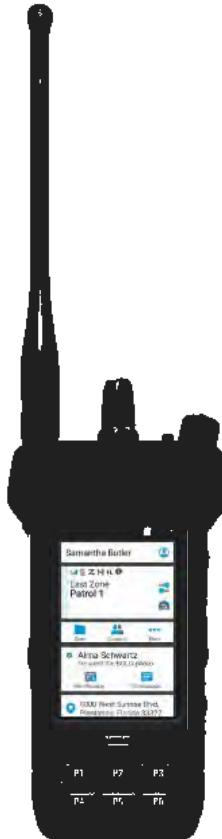
APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transreflective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.



ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new

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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copied/plugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.

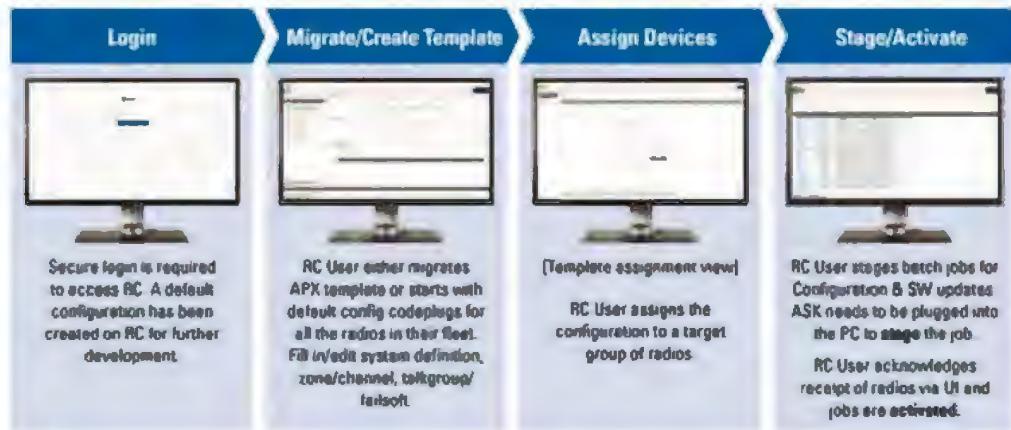


Figure 1: APX N70 Provisioning via Radio Central

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



MOTOROLA SOLUTIONS

Purchase Order Checklist

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal/ Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2024 AGENDA

Subject:	Type:	Submitted By:
AMEND CITY PERSONNEL POLICY AND PROCEDURES MANUAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

SYNOPSIS

A resolution has been prepared to update Section VIII of the City's Personnel Manual.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Section VIII of the Personnel Manual has been updated to reflect necessary edits to align with our new benefits structure, providing clearer guidance on employee eligibility for various benefits. By making these adjustments, we aim to support our staff more effectively and ensure they have the resources they need to manage their responsibilities.

Additionally, several important changes are aimed at enhancing clarity and flexibility for our employees. Notably, we have removed the probationary period for using vacation time, allowing employees to utilize their accrued leave from the outset of their employment. Additionally, the cap on family sick leave usage has been eliminated, recognizing the unique challenges faced by those in the sandwich generation who balance caregiving for both children and aging parents.

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

RESOLUTION NO. _____

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

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

WHEREAS, it is being proposed that Section 8 in the manual regarding leave and benefits be amended to clarify eligibility requirements for benefits and alleviate noted restrictions to sick and vacation leave; and

WHEREAS, it is the desire of the City Council to amend Section 8 of the Personnel Policy and Procedures Manual to incorporate the changes to the above-mentioned areas.

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

PASSED AND APPROVED THIS 5TH DAY NOVEMBER OF 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

SECTION VIII: EMPLOYEE BENEFITS	AMENDED: RESOLUTION NO. 07-100
ADOPTED: RESOLUTION NO. 96-012	DATE: SEPTEMBER 18, 2007
DATE: FEBRUARY 6, 1996	AMENDED: RESOLUTION NO. 07-128
AMENDED: RESOLUTION NO. 01-140	DATE: DECEMBER 18, 2007
DATE: OCTOBER 2, 2001	AMENDED: RESOLUTION NO. 09-072
AMENDED: RESOLUTION NO. 02-128	DATE: AUGUST 4, 2009
DATE: DECEMBER 3, 2002	AMENDED: RESOLUTION NO. 14-017
AMENDED: RESOLUTION NO. 03-072	DATE: FEBRUARY 18, 2014
DATE: AUGUST 19, 2003	AMENDED: RESOLUTION NO. 20-118
AMENDED: RESOLUTION NO. 04-126	DATE: DECEMBER 1, 2020
DATE: DECEMBER 21, 2004	AMENDED: RESOLUTION NO. 23-001
READOPTED: RESOLUTION NO. 05-159	DATE: JANUARY 3, 2023
DATE: DECEMBER 20, 2005	AMENDED: RESOLUTION NO. 24-010
	DATE: FEBRUARY 6, 2024

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

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

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

Earned sick leave may be used in quarter quarter hour increments (.25/hr.) for absence necessitated by illness, injury or quarantine. Employees may use sick leave as accrued during the initial probationary period. Paid sick leave may also be used to keep medical or dental appointments. Paid sick leave may also be used for medical leave of a immediate family member. illness in the immediate family to a maximum of five (5) work days in each calendar year.

Paid sick leave shall be used by employees in quarter hour increments (.25/hr.). No full-time non-exempt employee shall be allowed paid sick leave until the department head has approved the sick leave and certified the employee's request to the City Administrator for approval. No full-time exempt employee shall be allowed paid sick leave until the City Administrator has approved the sick leave request. Any full-time employee claiming paid sick leave may be required by the department head and/or Human Resources the City Administrator to provide a certificate signed by a physician stating the nature and extent of illness lasting more than 3 days.

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

Emergency Sick Leave: All paid sick leave days which would otherwise be earned but for the 880 hours maximum allowable accumulation shall be credited to emergency sick leave accounts established for full-time exempt and full-time non-exempt employees, less any time of the employee credited to vacation leave (namely eight (8) hours of sick leave time which would otherwise be earned but for the maximum allowable accumulation shall be credited as one (1) hour vacation time for the employee and seven (7) hours credited to the appropriate emergency sick leave account). There are two separate emergency sick leave accounts, one for all full-time exempt employees and one for all full-time non-exempt employees. There are not separate accounts for each individual exempt or non-exempt employee. The accounts are only inclusive of hours contributed by current, eligible employees. Emergency sick leave may be allowed to any regular full-time exempt or non-exempt employee after the employee has exhausted his/her individual paid vacation leave, personal leave and sick leave. Allowance of use of the appropriate emergency sick leave account is granted by the emergency sick leave committee for that account.

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

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

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

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

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

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

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

Earned sick leave may be used in quarter hour increments (.25/hr.) for absence necessitated by illness, injury or quarantine. Employees may use sick leave as accrued during the initial probationary period. Paid sick leave may also be used to keep medical or dental appointments. Paid sick leave may also be used for medical leave of ~~a~~an immediate family member, illness in the immediate family to a maximum of five (5) work days in each calendar year.

~~Paid sick leave shall be used by employees in quarter hour increments (.25/hr.). No full-time non-exempt employee shall be allowed paid sick leave until the department head has approved the sick leave and certified the employee's request to the City Administrator for approval. No full-time exempt employee shall be allowed paid sick leave until the City Administrator and/or the department head has approved the sick leave request.~~ Any full-time employee claiming paid sick leave may be required by the department head and/or the City Administrator to provide a certificate signed by a physician stating the nature and extent of illness lasting more than 3 days.

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

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

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

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

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

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

~~the employee has successfully completed six months of continuous employment with the City.~~

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

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

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

Use of Vacation Leave:

- (a) Vacation leave may be scheduled or taken only with the approval of the employee's supervisor and/or department head and/or the City Administrator.
- (b) Vacation leave will only be approved if it will not be disruptive to the work schedule of the departments concerned and/or the operations of the City.
- (c) ~~Upon satisfactory completion of six months of continuous employment~~ ~~full-time employees and permanent part-time employees shall be entitled to begin using~~ earned vacation leave as accrued. Vacation shall be used in quarter hour increments (.25/hr.). ~~Use of vacation leave in increments of less than four hours must be approved requested at least forty-eight (48) hours in advance and may be taken only at the beginning or at the end of the employee's work day.~~
- (d) If a day designated as a paid holiday for the employee falls during an employee's vacation, the day shall not be charged as vacation time. An employee who leaves the employment of the City shall be compensated for vacation leave earned and accrued as provided herein.

(4) Personal Leave and Funeral Leave:

- (a) Personal Leave: A permanent regular full-time employee shall be eligible for two (2) days of paid personal leave per City fiscal year, beginning after the successful completion of six months of continuous service with the City. Personal leave shall not be accrued, and personal leave not used by the end of the final full pay period in the fiscal year (September) for which it is allowed shall be forfeited; provided, however, that the City Administrator may allow a new employee an extension of time within which to use personal leave time, not to exceed six (6) months after the eligibility date.
- (b) Family Funeral Leave: A permanent regular full-time employee shall be eligible for paid leave to attend the funeral of a member of the immediate family of the employee, up to but not exceeding five (5) days. An employee may request family funeral leave for a relative not included in the definition of "immediate family". These requests will be considered by Department Heads who shall have the authority to grant or deny said leave. Funeral leave shall not be granted for any other purpose and shall not be accrued. Eligibility begins after the successful completion of six months of continuous service with the City.
- (c) Non-Family Funeral Leave: A permanent regular full-time employee may be allowed paid leave to attend the funeral of an acquaintance/friend. Such leave shall not exceed four (4) hours per funeral, or twelve (12) hours per calendar year. In all cases, the employee must describe his/her relationship with the deceased. Department head and/or City Administrator approval is required for non-family funeral leave. Eligibility begins after the successful completion of six months of continuous service with the City.
- (d) Personal Leave and Funeral Leave shall be used in quarter hour increments (.25/hr.).

(5) Military Leave of Absence:

- (a) Military Leave Pay
 - (1) State of Nebraska Non-Emergency Active Service: See Subsection 7.23(1) of this Manual.
 - (2) State of Nebraska Emergency Active Service: See Subsection 7.23(2) of this Manual.
 - (3) In any case in which this Personnel Manual or Nebraska law require the City to pay an employee respecting an absence due to military service, the calculation will be made based upon the actual number of hours of City work and City pay actually missed by the employee on the actual day(s) the employee was absent due to such military service. The foregoing shall apply whether the employee's absence is for nonemergency military service requiring the City to pay the employee full City pay for up to a certain number of hours in any one calendar year or whether the employee's absence is for a state of emergency leave of absence requiring the City to pay only the difference between the state active service base pay actually earned and the City pay the employee would have earned had the employee not been absent. See Section 7.23 of this Manual.

(4) Federal Service.

- (A) Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve may take Military Leave when ordered into or employed in the military service of the United States (i.e., the federal government). See Section 7.23 of this Manual.
- (5) Continuation of an employee's pay by the City during periods of Military Leave is governed by Section 7.23 of this Manual.
- (6) The intention of the above Military Leave pay provisions is to assure that employees receive all pay due to them under Sections 55-160 and 55-161 of the Nebraska Revised Statutes. The City does not pay employees with respect to periods of Military Leave, except as provided in such statutes or as otherwise required by law.

(b) Reemployment After Military Leave

- (1) All employees who take Military Leave (other than for State of Nebraska emergency active service, which is addressed in the next subparagraph) are entitled to reinstatement on return from Military Leave lasting not longer than five years (except to the extent a longer period of leave may be required by federal or Nebraska law), if they gave timely notice of the active duty service (unless precluded from doing so by military necessity) and make application for reinstatement within the time and in the manner required by law. Reinstatement may be denied under this subparagraph if (A) the employee was released from military service with a disqualifying discharge or under other than honorable conditions, (B) the City's circumstances have so changed as to make such reemployment impossible or unreasonable [an example would be a reduction in work force or position elimination that would have caused the employee to lose employment], or (C) the City employment left by the employee for military service was for a brief, nonrecurrent period and the employee had no reasonable expectation such employment would continue indefinitely or for a significant period. [See Neb. Rev. Stat. Section 55-161 and 38 U.S.C. Section 4304 and 4312(a) and (d).]
- (2) Employees called to State of Nebraska emergency active service, as described in Subsection 7.23(2) of this Manual, shall be entitled to reinstatement upon release from such State of Nebraska emergency active service, if they promptly return to City employment on release from such military service.
- (3) Time spent on Military Leave shall be counted as service to the City for computing seniority in the event layoff situations arise. An employee who is reemployed by the City on timely return from Military Leave is entitled to the seniority and other rights and benefits determined by seniority that the employee had on the commencement of the Military Leave plus the additional seniority and rights and benefits that the employee would have attained if the employee had remained continuously employed without taking Military Leave. [See Neb. Rev. Stat. Section 55-161 and 38 U.S.C. Section 4316.]

- (4) If the City position vacated by the employee taking Military Leave no longer exists at the time the employee seeks to timely return to work for the City, the employee shall be entitled to re-employment in another existing position of the same class, if such re-employment does not necessitate the laying off of another employee with greater seniority.
- (5) An employee returning from Military Leave may be employed at the same step of the salary range attained when granted a Military Leave. The employee may be eligible for a merit pay increase upon completion of one (1) year of service, which shall include the time between the employee's last merit increase and the date the employee's Military Leave commenced.
- (6) An employee having accrued vacation on departing the service of the City to take Military Leave may elect to be paid such accrued vacation, on departure for Military Leave, as if the employee were permanently separating from the service of the City.
- (7) The foregoing provisions on Reinstatement After Military Leave set forth minimum entitlements in the situations to which they apply. In particular circumstances, the provisions of the federal Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. sections 4301 et seq., may entitle the employee to greater rights of reinstatement. The City will in each case extend to the employee the benefit which under state or federal law is more generous to the employee.
- (8) The employment rights and interests of an employee who is hired for or promoted, transferred or assigned to a position, to which position an employee on Military Leave has reinstatement or reemployment rights under this Manual or by law, are subject and subordinate to such reinstatement or reemployment rights of the employee on Military Leave.

(6) **Civic Duty Leave:** If an employee is summoned or appointed to jury duty or election duty, the employee shall be entitled to Civic Duty Leave as necessitated to permit the employee to perform such civic responsibilities, if the employee gives reasonable notice to the City of such summons or appointment. (Cross Ref.: Neb. Rev. Stat. §§ 25-1640, 32-241 and 32-1517.)

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

(7) **Civil Emergency Leave:** A permanent full-time regular employee may apply to the City Administrator for Civil Emergency Leave when there is a state or national incident of such significance as to require a political subdivision to seek assistance of other public entities. In determining whether Civil Emergency Leave will be granted, the City Administrator will consider whether the employee's service would provide needed professional skills either as a volunteer member of a "recognized" organization or as an individual possessing the specific skills needed to respond to the civil emergency (e.g. building inspection services, clean-up

services, public safety services), whether the leave would be disruptive to the work schedule of the City department concerned and/or the operations of the City of La Vista, and any other factors which the City Administrator deems relevant. While rendering services during a Civil Emergency Leave, the employee shall not be considered to be acting in the course and scope of his/her employment with the City of La Vista. If approved by the City Administrator, such leave would provide for the following:

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

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

(8) Leave of Absence Without Pay (Non FMLA): A leave of absence without pay may be granted to a regular employee for a period not to exceed ~~twelve weeks ninety (90) calendar days~~ by the City Administrator. In considering a request for such a leave of absence, the City Administrator will consider whether the requested leave would be disruptive to the work schedule of the City department concerned and/or the operations of the City of La Vista, and any other factors which the City Administrator deems relevant. During such a leave, the employee ~~may choose to continue with benefits through COBRA for any eligible coverages must pay for all employee benefits~~ the employee wishes to retain (e.g., insurance) while on leave. Upon expiration of leave of absence without pay, the employee shall return to work in the position held at the time that leave

was granted. Failure without good cause to report promptly when the leave has expired shall be considered as a resignation.

(9) Leave of Absence With Pay (Non FMLA): A leave of absence with pay may be granted to a regular employee by the City Administrator. In considering a request for such a leave of absence, the City Administrator will consider whether the requested leave would be disruptive to the work schedule of the City department concerned and/or the operations of the City of La Vista, and any other factors which the City Administrator deems relevant. During a paid leave of absence, employees have the option to maintain their current benefits for up to 12 weeks. If the leave extends beyond 12 weeks, employees may continue their benefits through COBRA for any eligible coverages they wish to retain. Upon the expiration of the paid leave, the employee is expected to return to their previous position. If an employee fails to report back to work, it will be considered a resignation.

(109) Absence Without Leave (AWOL): Any unauthorized absence of an employee from duty without prior permission, where the circumstances allowed the employee time to request permission by telephone or otherwise, shall be deemed to be an absence without leave and may result in disciplinary action by the City Administrator. Any employee who is absent for three (3) or more days without notice and authorized leave shall be deemed to have resigned. However, the City Administrator may grant leave with or without pay if he or she determines extenuating circumstances existed.

(110) Family and Medical Leave: This section implements the City's policy under the federal Family and Medical Leave Act (FMLA). An employee who has been employed by the City for at least twelve months (which need not be consecutive), and who has worked at least 1,250 hours of service during the 12 consecutive months immediately preceding the requested commencement date of family or medical leave, may be granted up to twelve weeks of family or medical leave during an applicable 12-month period for certain family or medical reasons. An "applicable 12-month period" means the rolling 12-month period measured backward from the date the employee uses any family or medical leave.

Family or medical leave may be used:

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

If necessary, leave may be taken intermittently or on a reduced work schedule for medical care and treatment. If both spouses are employed by the City, they may only take a combined total of twelve

weeks during an applicable 12-month period for the birth or adoption of a child or for placement of a child with the employee for adoption or foster care. However, each such employee will remain entitled to use the balance of his or her twelve weeks of leave during an applicable 12-month period for other circumstances qualifying for family or medical leave.

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

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

An employee may be required to provide medical certification from a health care provider in connection with a request for family or medical leave due to a serious health condition of the employee or of his/her spouse, parent or child. (Copies of the medical certification form, and of a U.S. Department of Labor "Fact Sheet" explaining the FMLA, may be obtained from the - Human Resource DepartmentCity Clerk.) At its option, the City may require a second medical opinion at the City's expense.

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

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

The City will continue to provide health, life and dental insurance benefits to an employee who is on family or medical leave taken under the FMLA, provided the employee was receiving such benefits immediately prior to the FMLA leave. However, no other benefits will accrue during unpaid periods of family or medical leave. Respecting any unpaid periods of family or medical

leave, the employee must reimburse the City, on a monthly basis, any costs of such insurance coverages which are normally paid by the employee while the employee is not on leave.

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

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

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

(1) Temporary Limited Light Duty Work Assignment.

- a. The City will endeavor to return employees to gainful employment as soon as possible by exploring possible TLD assignments; however the City does not guarantee the availability of light-duty work.
- b. TLD assignment is not in any manner intended to be a permanent duty assignment.
- c. TLD assignment will be made only if productive work contributing to the efficient and effective operation of City government is available. A TLD assignment will not be made or continued if the City Administrator determines the assignment would unfairly require another employee to perform a substantially disproportionate share of the more difficult or least desirable types of work.
- d. If TLD work is available, any of the following arrangements may be made:
 - (1) The employee may return to his or her regular job with restrictions in duties;
 - (2) The employee may be assigned TLD work within the same department; or
 - (3) The employee may be assigned to TLD or other work in another department.

- e. If there are a limited number of TLD assignment opportunities available, employees recovering from work-related injuries or illnesses shall have assignment priority over employees recovering from non-work-related injuries or illnesses.
- f. If there is no TLD assignment available, an employee with a non-work-related injury or illness shall be required to utilize accrued sick, vacation, personal or compensatory leave time, or time off without pay if accrued leave has been exhausted. If the needs of the City require, a replacement may be hired to replace the employee and the employee, when able to return to work, shall be eligible for rehire to a then-vacant position.
- g. An employee who has reached maximum medical improvement and is determined to have a permanent disability (total or partial) that prevents the employee from performing an essential function of his or her current position shall not be eligible for assignment to or continuation of TLD work, but may be considered for transfer to a then vacant position.

(2) Procedures.

- a. An employee must submit a request to the employee's Department Head for a TLD assignment, together with a release for light duty work from the employee's physician that outlines the employee's work limitations and restrictions.
- b. The Department Head shall review the employee's limitations and restrictions and meet with the Human Resources Assistant to determine if an appropriate TLD assignment is available.
- c. Each TLD assignment must be approved by the City Administrator or his or her designee.

(3) Additional Provisions.

- a. A TLD assignment for an employee recovering from a non-work-related injury or illness shall not exceed sixty (60) calendar days. At the end of sixty calendar days, the employee may request to use accrued sick or vacation leave or may request leave without pay.
- b. At the end of the first thirty calendar days of a TLD assignment, an employee must present a current statement from a medical doctor stating the estimated date of the employee's return to regular duty. A TLD assignment will not be continued beyond the first thirty calendar days if the employee does not provide the required medical statement.
- c. Prior to returning to full duty, the employee must provide a statement from a medical doctor that unconditionally releases the employee to perform all essential functions of the employee's position.

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

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

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

<u>DAY</u>	<u>WHEN OBSERVED</u>
New Year's Day	January 1
Martin Luther King Day	Second or Third Monday in January as nationally designated
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving	Friday after Fourth Thursday in November
Christmas Day	December 25

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

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

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

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

8.4 **Health and Life Insurance:** Regular full-time employees working an average of at least 30 hours per week are eligible for enrollment in the group life, health and dental insurance programs maintained by the City. The employee portion of the cost of insurance programs, if any, as established by the Compensation Ordinance, shall be withheld from the employee's earnings as prescribed by the City Council. Benefits will terminate the end of the month following last day physically worked. The conditions and provisions of the master insurance contracts and other plan documents concerning eligibility for coverages, costs of coverages, benefits covered or provided or excluded, limitations of coverage, waiting periods, claims processing procedures, etc., shall control over any contrary or inconsistent provisions in this Manual.

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

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

- (a) Authorization under state law for cities of the first class to include retirees under their group health care plans; and
- (b) The employee retires with twenty (20) consecutive years of service as a full-time employee of the City and is not separated from employment due to disciplinary discharge; and
- (c) The Mayor and City Council have authorized medical insurance coverage for full-time employees of the employee's classification and the designated medical insurer contract offers coverage to qualified retirees of employee's classification; and
- (d) The qualified retiree must be a participant in the City's applicable group medical insurance at the time of retirement; and
- (e) The qualified retiree must elect COBRA coverage for the maximum COBRA continuation period at the time of retirement; and
- (f) The qualified retiree must notify the City Clerk that he/she intends to participate in such group medical coverage OR that he/she intends to waive such coverage at least 60 days prior to the expiration of COBRA eligibility (failure of the qualified retiree to provide such notification shall bar the retiree from future participation in the City's group medical coverage); and
- (g) The qualified retiree pays 100% of the premium (cost) of such retiree medical insurance; and
- (h) The qualified retiree is not medicare or medicaid eligible; and

~~(i) Any retiree coverage via the City's group medical insurance shall terminate upon the qualified retiree becoming medicare or medicaid eligible.~~

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

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

Under current workers' compensation law, workers' compensation does not provide any wage replacement benefits to an employee for or during the first seven calendar days of disability, even though the disability is otherwise covered by workers' compensation. During that seven days period, an employee may use his or her earned but unused paid sick leave, personal leave or vacation leave to the extent necessary to avoid or reduce interruption of income. [After a disability absence covered by workers' compensation has continued for six weeks or longer, workers' compensation will retroactively pay the employee wage replacement benefits for the first seven calendar days period to the extent provided by law. To the extent (but only to the extent) workers' compensation retroactively makes such a payment to the employee for the first seven calendar days of disability and such payment would reduce the amount of the sick leave, personal leave or vacation leave that the employee would have needed to use during those first seven days to avoid interruption of income during those seven days, the City will restore to the employee the excess sick leave, personal leave or vacation leave used by the employee during the first seven days. First Example: If workers' compensation retroactively pays the employee two-thirds (the equivalent of 26.66 hours) of the employee's normal weekly wages for the first seven calendar days of disability, and the employee initially used 40 hours of vacation during those seven days to avoid interruption of income, the City will restore 26.66 hours of vacation to the employee. The employee needed to use the other 13.34 hours of the 40 hours of vacation leave, plus the 26.66 hours equivalent paid by workers' compensation, to avoid interruption of income. Second Example: If workers' compensation retroactively pays the employee two-thirds (the equivalent of 26.66 hours) of the employee's normal weekly wages for the first seven calendar days of disability, and the employee initially used 25 hours of sick leave during the seven days period and had no other earned but unused sick leave, vacation leave or personal leave available to him or her during those first 7 calendar days, the City will restore 11.66 hours of sick leave to the employee. The employee needed to use the other 13.34 hours of the 25 hours of sick leave, plus the 26.66 hours equivalent paid by workers' compensation, to avoid interruption of income.]

Following the first seven calendar days of workers' compensation-covered disability, the employee may use his or her earned but unused paid sick leave, personal leave or vacation leave, until such leaves are

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

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

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