

LA VISTA CITY COUNCIL MEETING AGENDA

April 1, 2025

6:00 p.m.

Harold "Andy" Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the March 18, 2025 City Council Meeting**
3. **Request for Payment – Request for Payment – DLR Group – Professional Services – City Centre Surface Parking Lot 12 – \$3,306.26**
4. **Resolution – Approve Appointment of Safety Steering Committee Members**
5. **Resolution – Award of Contract – Eastern Nebraska Office on Aging**
6. **Approval of Claims**

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

B. Ordinance – Amend Compensation Ordinance

C. Agreement Letter – La Vista Community Foundation

D. Resolution – Interlocal Cooperation Agreement – Douglas & Sarpy Mutual Aid

E. Resolution – Authorize Purchase – Radar Detection System

F. Resolution – Authorize Purchase – Police Mobile Radios

G. Position Description – Civil Engineer

- **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 March 18, 2025

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 March 18, 2025. Present were Councilmembers: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Ramirez, City Clerk Carl, 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 March 5, 2025. 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.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MARCH 4, 2025 CITY COUNCIL
MEETING
3. MONTHLY FINANCIAL REPORTS – FEBRUARY 2025
4. REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –
\$20,376.00
5. REQUEST FOR PAYMENT – NEBRASKA DEPARTMENT OF TRANSPORTATION
– CONSTRUCTION SERVICES – HARRISON STREET BRIDGE PROJECT –
\$219,093.54
6. REQUEST FOR PAYMENT – HGM ASSOCIATES INC. – PROFESSIONAL
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –
\$27,573.46
7. REQUEST FOR PAYMENT – VALLEY CORPORATION – PROFESSIONAL
SERVICES – CENTRAL PARK LIGHTING PROJECT – \$68,060.83
8. REQUEST FOR PAYMENT – GROW SARPY – PROFESSIONAL SERVICES –
2024 ANNUAL INVESTMENT VISIONARY LEVEL – \$8,500.00

9. APPROVAL OF CLAIMS

4IMPRINT, services	2,449.08
A-1 FLAGS, supplies	372.75
AAMCO TRANS, maint	5,789.00
ABE'S TRASH, services	72.00
ACTION BATTERIES, services	65.85
ACTIVE NETWORK, services	310.71
ADP, payroll & taxes	501,426.10
AKRS EQUIP, maint	4,213.32
ALL MAKES OFFICE EQUIP, supplies	1,456.90
AMAZON, supplies	957.56
ARNOLD MOTOR, maint	1,610.32
ASSOC FIRE PROTECTION, services	504.00
BACON LETTUCE CREATIVE, services	3,952.50
BADGER BODY, maint	512.00
BAKER & TAYLOR, media	53.12
BENNETT REFRIG, bldg & grnds	640.95
BGNE, supplies	268.20
BIG RED LOCKSMITHS, services	570.00
BOBCAT, bldg & grnds	1,175.00
BOK FINANCIAL, services	958,583.75
BRODERSEN, C, trning	444.00
CENTER POINT, books	240.90
CENTURY LINK/LUMEN, phones	578.34
CINTAS, apparel	199.73
CITY OF PAPILLION, services	11,378.35
CITY OF PAPILLION - MFO, services	246,596.00

MINUTE RECORD

COLONIAL RESEARCH CHEM, bldg & grnds	442.89
COMPLETE TACTICAL CONSULT, trning	5,000.00
COSGRAVE CO, bldg & grnds	214.90
COX, services	1,217.15
CULLIGAN, services	13.50
DATA443 RISK MITIGATION, services	316.94
DEMCO, supplies	304.99
DULTMEIER, maint	137.60
DXP ENT, supplies	142.00
DEFENSIVE EDGE, trning	550.00
ESSENTIAL SCREENS, services	133.80
FACTORY MOTOR PARTS, maint	231.09
FASTENAL, supplies	321.54
FERRELLGAS, utilities	199.00
FIRST RESP OUTFITTERS, apparel	1,253.38
FOUNTAIN, B, trning	444.00
FOP, dues	2,215.00
GALE, books	173.94
GALLS, supplies	151.14
GARY BOSANEK, services	1,050.00
GENUINE PARTS/NAPA, bldg & grnds	56.23
GRAINGER, bldg & gmnds	96.83
GREAT PLAINS COMM, services	1,085.44
GREATAMERICA FIN, services	1,377.66
HOBBY LOBBY, supplies	14.05
HOME DEPOT, bldg & grnds	12.81
HURST, J, trning	414.00
IDEAL IMAGES, mrkting	2,176.89
INGRAM LIBRARY SVRS, books	2,861.47
INTERNAT'L CODE COUNCIL, trning	240.00
J & J SMALL ENGINE, maint	62.27
JOHNSTONE SPLY, bldg & grnds	509.10
K ELECTRIC, bldg & gmnds	718.81
KANOPIY, media	180.50
KIMBALL MIDWEST, maint	241.76
KRIHA FLUID, maint	68.79
LARSEN SPLY, supplies	523.02
LOGAN CONTRACT, maint	4.37
LOWE'S, supplies	25.63
MARCO, services	160.77
MATHESON, supplies	353.33
MENARDS, supplies	995.01
METRO AREA TRANSIT, services	108.00
MUD, utilities	2,836.63
MICHAEL TODD CO, maint	677.88
MID-AMERICAN, benefits	558.40
MILLARD METAL, bldg & grnds	650.00
MISSIONSQUARE RETIRE, benefits	80,498.84
MSC INDUSTRIAL, apparel	183.12
MUSCO SPORTS LITING, lighting	297,164.00
MYSTAFF, services	3,630.83
NE DEPT OF REV, sales tax	81.33
NE DEPT OF TRANS, services	50,016.00
NE STATE PATROL, fees	3,064.00
N PLATTE PUBLIC LIB, fees	26.00
OMNI ENGINEERING, maint	900.90
ONE CALL CONCEPTS, phones	236.19
O'REILLY AUTO, maint	1,555.23
ORIENTAL TRADING, supplies	242.97

MINUTE RECORD

PAPILLION SANITATION, services	2,339.28
PITNEY BOWES, supplies	105.99
PITNEY BOWES, postage	1,244.00
POLICE & FIREMEN'S INS, benefits	316.29
PRINTCO GRAPHICS, services	8,826.80
RAINBOW GLASS, maint	470.00
RED EQUIP, maint	4,846.67
RTG BLDG SVRS, services	7,965.00
SEILER INSTRUMENT/MFG, trning	1,400.00
SHERWIN-WILLIAMS, supplies	68.93
SIGN IT, services	210.00
SITE ONE LANDSCAPE, bldg & grnds	9,850.04
SOLBERG, C, trning	444.00
SPORTS MRKTNG GRP, fees	900.00
STRADA OCC HEALTH, services	510.00
TAVI DABERKOW, fees	85.00
TEAMSIDELINE.COM, services	699.00
THE WALDINGER CORP, bldg & grnds	725.00
TRANS UNION RISK, services	91.10
TURFWERKS, maint	2,401.36
TY'S OUTDOOR PWR, maint	31.96
U.S. CELLULAR, phones	2,424.78
UNITE PRIVATE NETWRKS, services	9,959.55
UNMC, services	117.00
US BANK NAT'L ASSOC, supplies	39,150.67
VERIZON CONNECT, phones	649.00
VEST VISUALS, services	1,940.00
VOIANCE LAN SRVS, services	86.56
WALMART, supplies	678.54
WESTLAKE HARDWARE, bldg & grnds	1,262.22
WINSUPPLY, bldg & grnds	1,009.09

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

There were no reports from City Administrator and Department Heads.

GROW SARPY – FOUTH QUARTER REPORT

Lisa Scheve with Grow Sarpy presented the fourth quarter report and year-end review.

PRESENTATION – CENTRAL PARK SOUND STUDY UPDATE

Emily Piersol with WJHW presented information on the sound study.

B. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – WILD CHICKEN GRILL, INC

1. PUBLIC HEARING

At 6:37 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Class C Liquor License Application for Wild Chicken Grill, Inc. Representatives from Wild Chicken Grill, Inc were present to answer any questions.

At 6:39 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

MINUTE RECORD

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 25-044 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR WILD CHICKEN GRILL, INC IN LA VISTA, NEBRASKA.

WHEREAS, Wild Chicken Grill, Inc., 8220 Giles Road, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application; and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission; and

WHEREAS, said licensing standards have been considered by the City Council in making its decision;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Wild Chicken Grill, Inc., 8220 Giles Road, La Vista, Sarpy County, Nebraska.

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

C. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Thomas introduced Ordinance No. 1545 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1544, 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, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

Councilmember Thomas made a motion to approve final reading and adopt Ordinance 1545. Councilmember Sell seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. AUDITED ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024

Tim Lenz with Bergan KDV presented the audited annual comprehensive report for fiscal year ending September 30, 2024.

MINUTE RECORD

Councilmember Sell made a motion to receive and file the audited annual comprehensive financial report for fiscal year ending September 30, 2024. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

E. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – COMPREHENSIVE GRANT STRATEGY

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-045 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ALAGRANTS, LLC DBA SIMPLE GRANTS, BIRMINGHAM, ALABAMA, FOR GRANT CONSULTING SERVICES INCLUDING THE PREPARATION OF A COMPREHENSIVE GRANT STRATEGY IN AN AMOUNT NOT TO EXCEED \$9,800.

WHEREAS, the City desires to obtain grant consulting services including the preparation of a comprehensive grant strategy; and

WHEREAS, Simple Grants provides grant consulting and strategy services; and

WHEREAS, the FY25/FY2026 Biennial Budget includes funding for the proposed services and related costs; 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, hereby authorize the Mayor to execute a professional services agreement with Alagrants, LLC dba Simple Grants for grant consulting services including the preparation of a comprehensive grant strategy.

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

F. RESOLUTION – APPROVE MAINTENANCE AGREEMENT – LOTS 1 THROUGH 3 — AD INDUSTRIAL PARK

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-046 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A SANITARY SEWER MAINTENANCE AGREEMENT WITH RESPECT TO LOTS 1-3, AD INDUSTRIAL PARK, AND AUTHORIZING FURTHER ACTIONS.

WHEREAS, a Subdivision Agreement, filed with the Sarpy County Register of Deeds as Instrument Number 2024-0923, ("Subdivision Agreement") was entered between the City of La Vista and owner of real property within the City's extraterritorial zoning jurisdiction of the City, currently platted as Lots 1-6, AD Industrial Park, Sarpy County, Nebraska (together "Lots" or individually "Lot"), which Subdivision Agreement is binding on the owner, its successors and assigns (each an "Owner"); and

WHEREAS, the Owners of Lots 1-3 will connect such Lots to the City of Omaha sanitary sewer by constructing a sanitary sewer line from AD Industrial Park to a manhole located north across Chandler Road ("Sanitary Sewer"); and

WHEREAS, the Subdivision Agreement and applicable Sewer Connection Agreement require the Owners of Lots 1-3 to maintain the Sanitary Sewer until such time as the City annexes such Lots; and

WHEREAS, a Maintenance Agreement in form and content presented with this Resolution is proposed with respect to maintenance of such Sanitary Sewer ("Proposed Agreement").

MINUTE RECORD

NOW, THEREFORE, BE IT RESOLVED, that the above recitals are incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the Proposed Agreement is approved, subject to any additions, subtractions or modifications as the Mayor, City Administrator or his or designee determines necessary or appropriate, ("Approved Agreement").

BE IT FURTHER RESOLVED, that the Mayor shall be authorized to execute the Approved Agreement and to take all actions on behalf of the City to carry out this Resolution or the Approved Agreement, or to authorize or direct any designee to take such actions.

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

G. RESOLUTION – AMEND COUNCIL POLICY STATEMENT 138 – CITY FINANCIAL POLICIES

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-047 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement "Vendor Setup and Maintenance Policy" has been established and an amendment is recommended; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the amendment to Council Policy Statement 138 – City Financial Policies to add the “Vendor Setup and Maintenance Policy” and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

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

**H. RESOLUTION – AUTHORIZE REQUEST FOR BIDS – 72ND STREET STORM
SEWER REHABILITATION**

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 25-048 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE 72ND STREET STORM SEWER REHABILITATION.

WHEREAS, the Mayor and Council have determined that the 72nd Street Storm Sewer Rehabilitation is necessary; and

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

WHEREAS, the schedule for awarding this contract is as follows:
Publish Notice to Contractors March 26, 2025 and April 2, 2025

Open Bids April 11, 2025 at 10:00am at City Hall

City Council Award Contract May 6, 2025

MINUTE RECORD

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for the 72nd Street Storm Sewer Rehabilitation.

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

I. RESOLUTION – AWARD CONTRACT EXTENSION – 2025 UBAS STREET MAINTENANCE PROJECT

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-049 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT EXTENSION TO MCANANY CONSTRUCTION INC, SHAWNEE, KS FOR THE INSTALLATION OF ULTRA-THIN BONDED ASPHALT SYSTEM (UBAS) ON SELECT PARKING LOTS AND STREETS IN AN AMOUNT NOT TO EXCEED \$582,000.00.

WHEREAS, the City Council of the City of La Vista has determined street maintenance is necessary; and

WHEREAS, the FY25/FY26 Biennial budget provides funding for this project; and

WHEREAS, McAnany Construction Inc, Shawnee KS is the only company in the Midwest performing this work for residential street applications, 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 award a contract to McAnany Construction Inc, Shawnee KS for the installation of Ultra-Thin Bonded Asphalt System (UBAS) on select parking lots and streets in an amount not to exceed \$582,000.00.

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

J. RESOLUTION – AUTHORIZE PURCHASE – PLAN REVIEW SOFTWARE

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-050 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ELECTRONIC PLAN REVIEW SOFTWARE IN AN AMOUNT NOT TO EXCEED \$22,833.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of electronic plan review 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 electronic plan review software in an amount not to exceed \$22,833.00.

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

MINUTE RECORD

K. RESOLUTION – AUTHORIZE PURCHASE – COMMUNITY CENTER BLEACHERS

Councilmember Frederick introduced and moved for the adoption of Resolution No. 25-051 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF BLEACHERS FOR THE COMMUNITY CENTER GYMNASIUM FROM SPORTS FACILITY MAINTENANCE, LLC., OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$19,916.50.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of bleachers for the Community Center 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 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 bleachers for the Community Center gymnasium from Sports Facility Maintenance, LLC., Omaha, Nebraska in an amount not to exceed \$19,916.50.

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

L. RESOLUTION – AUTHORIZE PURCHASE – 40MM LAUNCHERS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-052 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 40MM SINGLE USE LAUNCHERS FROM STREICHER'S, MINNEAPOLIS, MN IN AN AMOUNT NOT TO EXCEED \$7,008.27.

WHEREAS, the City Council of the City of La Vista has determined the purchase of two (2) 40mm single use launchers is necessary, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two (2) 40mm single use launchers from Streicher's, Minneapolis, MN in an amount not to exceed \$7,008.27.

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

M. POSITION DESCRIPTION UPDATE – EVENTS COORDINATOR

Councilmember Frederick made a motion to receive and file the position description update – Events Coordinator. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

COMMENTS FROM THE FLOOR

Mark Peterson with MGT commented on the search process for a new City Administrator.

MINUTE RECORD

March 18, 2025

No. 729 — REDFIELD DIRECT E2106195KV

N. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 7:12 p.m. Councilmember Quick made a motion to go into executive session for the protection of the public interest for contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

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

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

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig gave a legislative update.

At 7:29 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

PASSED AND APPROVED THIS 1ST DAY OF APRIL 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Invoice**DLRGROUP**

6457 Frances Street, Suite 200
 Omaha, NE 68106
 402-393-4100 Fax 402-393-8747

Pat Dowse
 Director Public Works
 City of La Vista
 Email Inv: pdowse@cityoflavista.org
 CC: csolberg@cityoflavista.org
 8116 Park View Boulevard
 La Vista, NE 68128-2198

March 03, 2025

Project No: 10-17105-42
 Invoice No: 0245882

Project 10-17105-42 La Vista CC Lot 12 Surface Parking Lot

Billing Period: February 01, 2025 to February 28, 2025

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	4,875.00	100.00	4,875.00	4,875.00	0.00
Construction Documents	26,000.00	100.00	26,000.00	26,000.00	0.00
Bid Negotiation	1,625.00	100.00	1,625.00	1,625.00	0.00
Construction Services	25,945.67	100.00	25,945.67	25,945.67	0.00
Total Fee	58,445.67		58,445.67	58,445.67	0.00
		Total Fee			0.00

Consultants

Thompson Dreessen & Dorner Inc	3,286.25
Total Consultants	3,286.25

Reimbursable Expenses

Printing & Copy	20.01
Total Reimbursables	20.01
	Total this Invoice

\$3,306.26

Billings to Date

	Current	Prior	Total
Fee	0.00	58,445.67	58,445.67
Consultant	3,286.25	13,584.45	16,870.70
Expense	20.01	0.00	20.01
Totals	3,306.26	72,030.12	75,336.38

We appreciate your confidence in us and thank you in advance for your payment.
 Being environmentally friendly, we encourage payments via Wire Transfer.
 Routing number: 121000248 Account Number: 4945435436 Swift Code:
 WFBUS6S

Approved to Pay
 CAS 3/20/2025

05.71.0917.000CMDV24001

Project	10-17105-42	La Vista CC Lot 12 Surface Parking Lot	Invoice	0245882
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Billing Backup

Monday, March 3, 2025

DLR Group

Invoice 0245882 Dated 3/3/2025

8:06:02 AM

Project	10-17105-42	La Vista CC Lot 12 Surface Parking Lot
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Consultants

Thompson Dreessen & Dorner Inc

AP 0563096	1/27/2025	Thompson Dreessen & Dorner Inc /	1,394.25
AP 0563095	1/27/2025	Thompson Dreessen & Dorner Inc /	946.00
AP 0563874	2/6/2025	Thompson Dreessen & Dorner Inc /	946.00
Total Consultants			3,286.25
			3,286.25

Reimbursable Expenses

Printing & Copy

MI 0555630	10/24/2024	ARC Document / trfr from NR to R	10.59
MI 0557354	11/14/2024	ARC Document / trfr NR to R	9.42
Total Reimbursables			20.01
			20.01

Total this Project **\$3,306.26**

Total this Report **\$3,306.26**

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2025 AGENDA**

Subject:	Type:	Submitted By:
APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ INTERIM CITY ADMINISTRATOR

SYNOPSIS

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

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

In accordance with the provision of state law 48-443, the Safety Steering Committee is comprised of an equal number of representatives for the Employer and the Employees. It is intended that the committee represent a diverse cross-section of city departments and employees. We have three member terms expiring at the end of April 2023, and one term is currently vacant.

I recommend the appointment of these individuals to a 2-year term:

Brad Baber	Employer Representative	2-year term through 4/2027
Rachel Carl	Employer Representative	2-year term through 4/2027
Brandon Fox	Employee Representative	2-year term through 4/2027
Karl Meister	Employee Representative (FOP)	2-year term through 4/2027

Other members of the Safety Steering Committee include:

Todd Armbrust	Employer Representative	2-year term through 4/2026
Austin Blakeman	Employee Representative	2-year term through 4/2026
David Karlson	Employee Representative	2-year term through 4/2026
Wendy Lowery	Employer Representative	2-year term through 4/2026
Jean Hurst	Ex-Officio (Non-Voting)	
Jeff Jones	Ex-Officio (Non-Voting) (Fire)	

RESOLUTION NO. _____

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

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

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

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

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

Brad Baber	Employer Representative	2-year term through 4/2027
Rachel Carl	Employer Representative	2-year term through 4/2027
Brandon Fox	Employee Representative	2-year term through 4/2027
Karl Meister	Employee Representative (FOP)	2-year term through 4/2027

PASSED AND APPROVED THIS 1ST DAY OF APRIL 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2025 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT – EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living in the area.

FISCAL IMPACT

There is no cost to the city for the nutrition program. The city does pay the Recreation Manager - Seniors salary.

RECOMMENDATION

Approval.

BACKGROUND

Eastern Nebraska Office on Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. five (5) days per week on Monday - Friday. This contract is for one year and is renewed annually.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program.

PASSED AND APPROVED THIS 1ST DAY OF APRIL 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

CONTRACT

THIS CONTRACT is made and entered into this **first day of July 2025** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed by the Nebraska Political Subdivisions, Cass County, Dodge County, Douglas County, Sarpy County and Washington County according to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "**ENOA**") and **CITY OF LA VISTA** a Nebraska non-profit corporation (herein referred to as "**Contractor**") for the operation of a senior center.

The purpose of the Contract from ENOA to the Contractor is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Contract.

WHEREAS, ENOA has agreed with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "**State**") to provide a nutrition program to persons 60 years of age and older residing in Sarpy County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its Area Plan for FY23 – FY27 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS Contractor maintains a facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska with accommodation suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday.

NOW, THEREFORE, IT IS AGREED by ENOA and Contractor as follows:

ARTICLE I

APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at Contractor's facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska.

ARTICLE II

SERVICES

In carrying out the terms of this Contract, Contractor agrees to provide the following services:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the Nutrition program.

- (b) To provide people to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures
- (c) To place food orders with the ENOA Nutrition Division by 12:30pm on day prior to serving day, for the number of meals needed for the serving day.
- (d) To ensure that food temperatures are maintained at no less than 135 degrees F for hot food items and no higher than 41 degrees F for cold food items.
- (e) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (f) To ascertain that all claims for meals served are correct. Contractors shall not order more meals than the actual number of reservations made by the center participants.
- (g) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers, and staff should be utilized. Documentation will be kept on file for 3 years.
- (h) To assure money collected is a confidential voluntary contribution for meals and Tai Chi for Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (i) To assure participants under the age of 60 will be charged the full cost of the meal unless prior approval under the Congregate Program Eligibility policy.
- (j) To make special provisions as necessary to serve handicapped individuals.
- (k) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (l) To ensure that the food service operation follows the Nebraska Food Code.
- (m) To ensure that all ENOA policies and procedures for congregate meals are followed.
- (n) To account for all equipment purchased with funds received from ENOA when required.
- (o) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (p) To collect all required data for participants under the direction of the ENOA Nutrition Division. ENOA Nutrition Division will be responsible for ensuring all individuals meet program eligibility as listed in ENOA Nutrition Policy 1.1.

Underage ineligible individuals must pay the full cost of the meals as directed by ENOA Nutrition Policy 1.6.

- (q) To keep the senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (r) Center staff must complete the required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3rd working day after the end of the month.
- (s) To operate the center Monday-Friday except for 10 holidays during the year. ENOA holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. The contractor shall notify ENOA of any other holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by the Contractor, in writing.
- (t) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The topic of program, presenter and their credentials must be recorded on the appropriate report.
- (u) The Center Manager is invited to attend the regularly scheduled Center Manager meetings. The Center Manager may be invited to attend any training meetings that ENOA may provide for skill development.

In carrying out the terms of this Contract, ENOA agrees to provide the following:

- (a) To provide meals which supply one-third of the DRI's and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide training for senior center staff to improve job-related skills.
- (d) To provide nutritional education and recreational assistance to center staff upon request.
- (e) To provide administrative and technical assistance and monitor Contract compliance by:
 - 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in the Contract.

- 2) An annual senior center evaluation to evaluate Contractor's compliance with this Contract.
- 3) Unannounced center evaluations and center visits by program administrative staff.
- 4) Other activities as deemed necessary by ENOA Director.

ARTICLE III

TERM

This Contract shall be in effect for **one (1) year** from **July 1, 2025**, through and including **June 30, 2026**.

ARTICLE IV

TERMINATION

- a) Early termination may occur if:
 - ENOA and the Contractor, by mutual written agreement, may terminate the Contract at any time.
 - ENOA, in its sole discretion, may terminate the Contract for any reason upon 30 written notices to the Contractor. In the event of cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis for products or services satisfactorily performed or provided.
- b) ENOA may terminate the Contract, in whole or in part, if the Contractor fails to perform its obligations under the Contract in a timely and proper manner. ENOA may, by providing a written notice of default to the Contractor, allow the Contractor to correct a failure or breach of Contract within a period of thirty (30) days.
- c) ENOA may terminate the Contract, in whole or in part, in the event funding is no longer available. ENOA will give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

ARTICLE VI

AUTHORIZED REPRESENTATIVE

The Executive Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any, shall be accomplished only by a properly executed modification of this Contract in accordance with the terms and conditions of Article IX hereof.

ARTICLE VII

CONDITIONS

This Contract is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

- a) Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all Contract expenses. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this Contract shall be subject to review or audit. The contractor shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.
Accept & Initial
- b) Contractor shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the Contract for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a Contract completion report to be submitted within fifteen (15) days upon termination or completion of the Contract.
Accept & Initial
- c) A representative from ENOA shall have the right to enter any premises where the Contractor duties under the Contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.
Accept & Initial
- d) All materials and information provided by ENOA or acquired by the Contractor on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by Contractor, Contractor shall notify ENOA immediately of said breach and take immediate corrective action.
Accept & Initial

Accept & Initial

- e) Contractors shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.

Accept & Initial

- f) Contractor shall comply with all applicable local, State, and Federal statutes and regulations regarding civil rights laws and equal opportunity employment, including but not limited to the Nebraska Fair Employment Practice Act, Executive Order 11246, and other relevant federal regulations. The Nebraska Fair Employment Practice Act prohibits Contractors of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, concerning hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). In addition, the Contractor shall comply with Executive Order 11246, which prohibits discrimination by contractors based on race, color, religion, sex, or national origin. The Contractor guarantees compliance with all applicable civil rights laws and regulations, and a breach of this provision shall be regarded as a material breach of the Contract, subject to applicable penalties, including potential contract termination.

Accept & Initial

- g) The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the Contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

Accept & Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the Contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the Contract shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.

Accept & Initial

- h) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of ENOA. The Contractor will hold ENOA harmless from all such claims including, but not limited to ENOA's attorney's fees and expenses.

Accept & Initial

- i) The Contractor warrants that all persons assigned to the project shall be employees of the Contractor and shall be fully qualified to perform the work required. Contractor agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for the Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the

Contract. For breach of this statement, ENOA shall have the right to annul Contract without liability.

Accept & Initial

- j) The Contractor shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the Contractor's use during the performance of the Contract. The Contractor shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.

Accept & Initial

- k) For the duration of the Contract, all communication between Contractor and ENOA regarding the Contract shall take place between the Contractor and individuals specified by ENOA. Communication about the Contract between Contractor and individuals not designated as points of contact by ENOA is strictly forbidden.

Accept & Initial

- l) Contractor or ENOA shall consent to enter discussion at any time to review terms of this Contract should an evaluation suggest that program requirements necessitate a modification or change in center operations.

Accept & Initial

- m) Contractor shall indemnify and hold ENOA harmless from and against: (1) all claims and causes of action arising from Contracts between the Contractor and third parties made to effectuate the purpose of this Contract and (2) any claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract, or any travel related thereto.

Accept & Initial

- n) The Contractor shall not commence work under this Contract until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Contractor shall furnish ENOA with proof of insurance coverage on the following:

General Liability in the amount of \$2,000,000.

Personal Liability in the amount of \$1,000,000.

Medical Expenses (any one person) in the amount of \$5,000.

Workers' Compensation and Unemployment Insurance

Accept & Initial

- o) Contractor certifies it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. The contractor agrees to provide a copy of its drug-free workplace policy at any time upon request by ENOA.

Accept & Initial

- p) The Contractor, by signature to the Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor shall immediately notify ENOA if, during the term of this Contract, the Contractor becomes debarred. ENOA may immediately

terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

ARTICLE VIII

ASSIGNMENT

The contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

ARTICLE IX

MODIFICATION

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

GOVERNING LAW

This Contract agreement between ENOA and Contractor shall be interpreted and enforced under Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Contract agreement shall be filed in the District Court of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day of _____ 2025.

ATTEST:

CITY OF LA VISTA

By _____
Authorized Representative

Date _____

ATTEST:

**EASTERN NEBRASKA REGIONAL AGENCY
ON HUMAN SERVICES, EASTERN
NEBRASKA OFFICE ON AGING ("ENOA")**

By _____
Governing Board

Date _____

Check #	Check Date	Vendor Name	Amount	Voided
144494	03/20/2025	HEIGHTS DRAFT ROOM	100.00	N
144495	03/20/2025	HGM ASSOCIATES, INC.	27,573.46	N
144496	03/20/2025	NE DEPT OF TRANSPORTATION	219,093.54	N
144497	03/20/2025	NL & L CONCRETE	20,376.00	N
144498	03/20/2025	OMAHA WORLD HERALD/NOTICES	217.19	N
144499	03/20/2025	OMAHA WORLD-HERALD	2,418.00	N
144500	03/20/2025	SARPY COUNTY ECONOMIC DEV. COR	8,500.00	N
144501	03/20/2025	SOLBERG, CHRISTOPHER	245.00	N
144502	03/20/2025	VALLEY CORPORATION	68,060.83	N
144503	03/20/2025	VERIZON WIRELESS	445.97	N
144504	03/26/2025	NE DEPT OF MOTOR VEHICLE-94789	8.20	N
144505	03/26/2025	RTG BUILDING SERVICES INC	6,765.00	N
2(E)	03/27/2025	UMR INC	197,010.84	N
13(E)	03/27/2025	POINT C HEALTH	13,261.35	N
1262184(E)	03/27/2025	ACTIVE NETWORK LLC	194.00	N
1262184(A)	03/27/2025	ABM INDUSTRIES, INC	26,583.43	N
1262185(A)	03/27/2025	FRATERNAL ORDER OF POLICE	2,190.00	N
1262185(E)	03/27/2025	ADP INC	426,450.51	N
1262186(E)	03/27/2025	CENTURY LINK/LUMEN	381.07	N
1262186(A)	03/27/2025	POLICE & FIREMEN'S INSURANCE	316.29	N
1262187(E)	03/27/2025	MID-AMERICAN BENEFITS INC	12,403.74	N
1262188(E)	03/27/2025	MISSIONSQUARE RETIREMENT	62,746.42	N
1262189(E)	03/27/2025	OMAHA PUBLIC POWER DISTRICT	52,423.43	N
1262190(E)	03/27/2025	ACTIVE NETWORK LLC	303.07	N
1262191(E)	03/27/2025	ADP INC	3,582.97	N
1262192(E)	03/27/2025	FNIC	6,729.75	N
1262193(E)	03/27/2025	TRAVELERS	298,155.00	N
25(S)	04/01/2025	J & J SMALL ENGINE SERVICE	0.00	N
144506	04/01/2025	AA WHEEL & TRUCK SUPPLY INC	159.76	N
144507	04/01/2025	AKRS EQUIPMENT SOLUTIONS, INC.	8,618.67	N
144508	04/01/2025	AMAZON CAPITAL SERVICES, INC.	1,423.47	N
144509	04/01/2025	APWA-AMER PUBLIC WORKS ASSN	245.00	N
144510	04/01/2025	ARNOLD MOTOR SUPPLY	4,635.09	N
144512	04/01/2025	BADGER BODY & TRUCK EQUIP CO INC	3,012.00	N
144513	04/01/2025	BIG RED LOCKSMITHS	19.00	N
144514	04/01/2025	BILL-MAR LANDSCAPING	4,820.00	N
144515	04/01/2025	BISHOP BUSINESS EQUIPMENT	138.33	N
144516	04/01/2025	BSN SPORTS LLC	159.96	N
144517	04/01/2025	CINTAS CORPORATION NO. 2	373.07	N
144518	04/01/2025	COLUMN SOFTWARE PBC	374.80	N
144519	04/01/2025	CORNHUSKER SIGN & MFG CORP	2,585.55	N
144520	04/01/2025	COSGRAVE COMPANY	45.65	N
144521	04/01/2025	CROWNE PLAZA KEARNEY	1,859.40	N
144522	04/01/2025	DART RANGE/DIGIMATION	19,550.00	N
144523	04/01/2025	DELL MARKETING L.P.	49,839.00	N
144524	04/01/2025	DIAMOND VOGEL PAINTS	118.80	N
144525	04/01/2025	DULTMEIER SALES LLC	722.42	N
144526	04/01/2025	EDGEWEAR SCREEN PRINTING	1,268.00	N
144527	04/01/2025	FACTORY MOTOR PARTS	195.04	N
144528	04/01/2025	FASTENAL COMPANY	75.42	N
144529	04/01/2025	FERRELLGAS	199.49	N
144530	04/01/2025	FIKES COMMERCIAL HYGIENE LLC	33.00	N
144531	04/01/2025	FITZGERALD SCHORR BARMETTLER	25,799.10	N
144532	04/01/2025	GALLS LLC	221.35	N
144533	04/01/2025	GENERAL TRAFFIC CONTROLS INC	455.00	N
144534	04/01/2025	GRAINGER	73.85	N
144535	04/01/2025	HARBOR FREIGHT TOOLS	73.07	N
144536	04/01/2025	HARM'S CONCRETE INC	164.93	N
144537	04/01/2025	HECTOR ANCHONDO	1,750.00	N
144538	04/01/2025	HGM ASSOCIATES, INC.	1,934.33	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
144539	04/01/2025	HYDRONIC ENERGY INC	3,250.00	N
144540	04/01/2025	INGRAM LIBRARY SERVICES LLC	354.41	N
144541	04/01/2025	INSIGHT DIRECT USA, INC	14,822.28	N
144542	04/01/2025	JANITOR DEPOT MIDWEST LLC	1,877.22	N
144543	04/01/2025	K ELECTRIC	1,139.05	N
144544	04/01/2025	KIMBALL MIDWEST	75.00	N
144545	04/01/2025	KINDIG, DOUGLAS	221.62	N
144546	04/01/2025	KRIHA FLUID POWER CO INC	295.35	N
144547	04/01/2025	LARSEN SUPPLY COMPANY	136.10	N
144548	04/01/2025	LOWE'S CREDIT SERVICES	486.25	N
144549	04/01/2025	MATT FRIEND TRUCK EQUIPMENT	410.00	N
144550	04/01/2025	MENARDS-RALSTON	404.85	N
144551	04/01/2025	MICHAEL TODD AND COMPANY INC	395.42	N
144552	04/01/2025	MIDWEST TURF & IRRIGATION	18.31	N
144553	04/01/2025	MSC INDUSTRIAL SUPPLY CO	123.84	N
144554	04/01/2025	MYSTAFF INC	2,517.08	N
144555	04/01/2025	NEWMAN SIGNS INC	3,306.05	N
144556	04/01/2025	NPZA-NE PLANNING/ZONING ASSN	705.00	N
144557	04/01/2025	OFFICE DEPOT INC	73.33	N
144558	04/01/2025	OMNI ENGINEERING	975.98	N
144559	04/01/2025	POMP'S TIRE SERVICE, INC	1,555.61	N
144560	04/01/2025	PORT-A-JOHNS	90.00	N
144561	04/01/2025	RALSTONES LLC	500.00	N
144562	04/01/2025	RED EQUIPMENT LLC	677.39	N
144563	04/01/2025	SARPY COUNTY COURTHOUSE	4,582.00	N
144564	04/01/2025	SHERWIN-WILLIAMS	117.59	N
144565	04/01/2025	SIGN IT	637.00	N
144566	04/01/2025	SPIC & SPAN LINEN SPLY (SPIN LINEN)	125.00	N
144567	04/01/2025	SPIRIT YOUTH SPORTS	950.00	N
144568	04/01/2025	TECH MASTERS INC	790.00	N
144569	04/01/2025	TED'S MOWER SALES & SERVICE INC	221.14	N
144570	04/01/2025	THE BROADWAYS	750.00	N
144571	04/01/2025	THE FILTER SHOP, INC.	566.44	N
144572	04/01/2025	TURFWERKS	353.42	N
144573	04/01/2025	TY'S OUTDOOR POWER & SERVICE	61.80	N
144574	04/01/2025	ULINE, INC.	452.51	N
144575	04/01/2025	VEST VISUALS	2,960.00	N
144576	04/01/2025	VIERREGGER ELECTRIC COMPANY	5,419.10	N
144577	04/01/2025	WINTER EQUIPMENT COMPANY INC	2,483.84	N
1262190(A)	04/01/2025	CITY OF PAPILLION - MFO	246,596.00	N
1262194(E)	04/01/2025	CENTURY LINK/LUMEN	83.01	N

TOTAL: 1,889,036.60

APPROVED BY COUNCIL MEMBERS ON: 04/01/2025

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2025 AGENDA**

Subject:	Type:	Submitted By:
AMEND COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN POKORNY MANAGING DIRECTOR ADMINISTRATIVE SERVICES

SYNOPSIS

An ordinance has been prepared to amend the compensation ordinance to resolve conflicting language and pay scale range.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

The compensation ordinance approved by the Council on December 3, 2024, inadvertently included an additional pay grade UU which is in conflict with language in Section 3 of the ordinance. Staff is recommending removing pay grade UU.

ORDINANCE NO. 1530

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

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$11,231 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$20,464 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement or, if an employee holding a lower position is appointed City Administrator without an agreement, the employee's compensation while serving as City Administrator shall be five percent more than the employee's compensation before appointment.

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

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

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

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

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

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 20 of this Ordinance. For Fiscal year 2025 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

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

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage

rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

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

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

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

Section 13. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2023 through September 30, 2026," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full-time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one- and one-half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's contractual hourly rate for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 15 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$225.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.

- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked that encompass the annual La Vista celebration outside of their normally scheduled workday. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective.

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

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

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

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

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

Section 18. Vacation Leave. Vacation leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 19. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 13, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of

continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.

- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section 20. Wage Tables

Pay Grade	Title	SALARY RANGE		
		Minimum	MidPoint	Maximum
A				
B		\$15.97	\$18.37	\$20.76
		\$33,217.60	\$38,209.60	\$43,180.80
	Recreation Attendant			
	Circulation Assistant			
	Lifeguard			
C		\$17.10	\$19.66	\$22.23
		\$35,568.00	\$40,892.80	\$46,238.40
	Assistant Pool Manager			
D		\$19.49	\$22.41	\$25.34
		\$40,539.20	\$46,612.80	\$52,707.20
	Administrative Assistant			
	Circulation Specialist			
	Custodian			
	Driver I			
	Laborer (Seasonal)			
	Pool Manager			
	Shop Assistant			
E		\$21.04	\$24.20	\$27.35
		\$43,763.20	\$50,336.00	\$56,888.00
	Administrative Specialist			
	Police Records Specialist			
	Driver II			
	Permit Technician			
F		\$22.73	\$26.14	\$29.55
		\$47,278.40	\$54,371.20	\$61,464.00
	Account Specialist			
	Assistant Events Coordinator			
	Evidence Technician			
	GED Instructor			
	Maintenance Worker I			
	Office Coordinator			
G		\$24.55	\$28.23	\$31.92
		\$51,064.00	\$58,718.40	\$66,393.60
	Landscape Gardener			
	Maintenance Worker II			

H		\$26.51	\$30.49	\$34.46
		\$55,140.80	\$63,419.20	\$71,676.80
	Executive Assistant			
	Maintenance Worker III			
	Mechanic			
I		\$28.63	\$32.93	\$37.22
		\$59,550.40	\$68,494.40	\$77,417.60
	Assistant Planner			
	Building Inspector I			
	Building Maintenance Technician			
	Code Enforcement Officer			
	Librarian I			
	Signal Technician			
J		\$30.92	\$35.56	\$40.20
		\$64,313.60	\$73,964.80	\$83,616.00
	Accountant			
	Administrative Services Manager			
	Deputy City Clerk			
	Engineer Assistant			
	IT Police/Radio Technology Specialist			
	Librarian II			
	Public Works Supervisor			
K		\$33.39	\$38.40	\$43.41
		\$69,451.20	\$79,872.00	\$90,292.80
	Building Inspector II			
	Planner			
	Recreation Manager			
	Senior Human Resources Generalist			
	Turf Supervisor			
L		\$36.06	\$41.47	\$46.88
		\$75,004.80	\$86,257.60	\$97,510.40
	Civil Engineer			
	Communications and Marketing Specialist			
	Events Coordinator			
	Senior Accountant			
M		\$38.95	\$44.79	\$50.64
		\$81,016.00	\$93,163.20	\$105,331.20
	Assistant Recreation Director			
	Deputy Library Director			
	Public Works Superintendent			
	Senior Planner			
N		\$42.06	\$48.37	\$54.68
		\$87,484.80	\$100,609.60	\$113,734.40
	Assistant to the City Administrator			
	Chief Building Official			
	Communications and Marketing Manager			
	Information Technology Manager			
O		\$45.43	\$52.24	\$59.06
		\$94,494.40	\$108,659.20	\$122,844.80
	Deputy Community Development Director			
	Deputy Finance Director			
P		\$49.06	\$56.42	\$63.78
		\$102,044.80	\$117,353.60	\$132,662.40
Q		\$53.97	\$62.06	\$70.16
		\$112,257.60	\$129,084.80	\$145,932.80
	Deputy Director of Public Works			
	Police Captain			
R		\$59.37	\$68.27	\$77.18
		\$123,489.60	\$142,001.60	\$160,534.40
	City Engineer			

DEPARTMENT HEAD/ADMINISTRATION SERVICE				
QQ		\$51.72	\$62.06	\$72.41
		\$107,577.60	\$129,084.80	\$150,612.80
	City Clerk			
	Library Director			
	Recreation Director			
RR		\$56.89	\$68.27	\$79.65
		\$118,331.20	\$142,001.60	\$165,672.00
	Community Development Director			
	Finance Director			
	Human Resources Director			
SS		\$62.58	\$75.10	\$87.61
		\$130,166.40	\$156,208.00	\$182,228.80
	Asst City Admin/Managing Director of Community Services			
	Managing Director of Administrative Services			
	Managing Director of Public Safety/Police Chief			
	Managing Director of Public Works			
TT		\$68.84	\$82.61	\$96.38
		\$143,187.20	\$171,828.80	\$200,470.40
UU	-	\$82.61	\$99.13	\$115.65
-	-	\$171,828.80	\$206,190.40	\$240,552.00
-	City Administrator	-	-	-

Table 400						
FOP Collective Bargaining						
Hourly Non-Exempt						
Rate	A	B	C	D	E	F
426 Pay Grade						
Hourly				\$48.85	\$50.88	\$54.11
Monthly				\$8,467	\$8,819	\$9,379
Annually				\$101,608	\$105,830	\$112,549
423 Pay Grade						
Hourly	\$ 33.41	\$ 35.66	\$ 39.21	\$ 41.49	\$ 45.29	\$ 47.63
Monthly	\$5,791	\$6,181	\$6,796	\$7,192	\$7,850	\$8,256
Annually	\$69,493	\$74,173	\$81,557	\$86,299	\$94,203	\$99,070

SDLEA					
Rate	Min		Mid	Max	
Director of Training					
Hourly	\$ 34.63		\$ 41.57	\$ 48.52	
Monthly	\$ 6,003		\$ 7,206	\$ 8,410	
Annually	\$ 72,034		\$ 86,475	\$ 100,915	
Police Training Instructor					
Hourly	\$ 27.19		\$ 34.23	\$ 41.26	
Monthly	\$ 4,713		\$ 5,933	\$ 7,152	
Annually	\$ 56,555		\$ 71,198	\$ 85,821	

Section 21. Repeal of Ordinance No. 1528-1530 Ordinance No.1528-1530 originally passed and approved on the 15th 3rd day of October December 2024 is hereby repealed.

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

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

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2025 AGENDA**

Subject:	Type:	Submitted By:
AGREEMENT LETTER – LA VISTA COMMUNITY FOUNDATION	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ INTERIM CITY ADMINISTRATOR/ COMMUNITY SERVICES DIRECTOR

SYNOPSIS

A letter has been received from the La Vista Community Foundation proposing a two-year fundraising agreement with the City.

FISCAL IMPACT

The FY25/FY26 Biennial Budget funds all City sponsored events in the Lottery Fund.

RECOMMENDATION

Council review and direction to the City Administrator.

BACKGROUND

The Foundation is proposing a two-year agreement with the City regarding fund raising efforts in conjunction with sponsorships for City events.

Ms. Rita Ramirez
City Administrator
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

[DATE]

Dear Rita:

The La Vista Community Foundation appreciates the opportunity to collaborate with the City of La Vista in connection with 2025 and 2026 La Vista Days and other community events.

The Foundation is a nonprofit 501(c)(3) organization dedicated to improving the La Vista community and lives of its residents, and funds raised by the Foundation in connection with 2025 and 2026 La Vista Days and other community events will be devoted to such purposes. Specifically, 80% of such funds raised in 2025 will be paid to the City to cover the City's costs of 2025 La Vista Days and other community events until the amount paid to the City reaches \$10,000, as well as 20% of any additional funds raised; and 70% of such funds raised in 2026 will be paid to the City to cover the City's costs of 2026 La Vista Days and other community events until the amount paid to the City reaches \$10,000, as well as 30% of any additional funds raised. Funds remaining after making such payments to the City will be applied to operations, programming and grants of the Foundation within the La Vista community.

Again, the La Vista Community Foundation appreciates this opportunity to further the interests of the La Vista community. If the above is acceptable, please sign and date one of the enclosed and return it to me. The other is for your records.

Sincerely,

President
La Vista Community Foundation

ACCEPTANCE. The City of La Vista accepts and agrees to the above this _____ day of _____, 2025.

Rita Ramirez, City Administrator
City of La Vista

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2025 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT – LAW ENFORCEMENT MUTUAL AID	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MIKE SCHOFIELD POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the City of La Vista and the law enforcement agencies of Bellevue, Omaha, Papillion, Ralston, Valley, Waterloo, Bennington, Sarpy County, and Douglas County to provide mutual aid maintenance and support for law enforcement services.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On April 15, 1997, an Interlocal Cooperation Agreement was approved between La Vista and the cities of Ralston, Papillion, Bellevue, and Omaha, as well as Douglas County and Sarpy County, for mutual aid. The agreement from 28 years ago has been updated and now includes all the municipalities in Douglas and Sarpy counties to include Boys Town Police Department, which had been excluded from the previous versions.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE LAW ENFORCEMENT AGENCIES OF CITY OF LA VISTA; CITY OF BELLEVUE; CITY OF OMAHA; CITY OF PAPILLION; CITY OF RALSTON; CITY OF VALLEY; CITY OF WATERLOO; CITY OF BENNINGTON; SARPY COUNTY AND DOUGLAS COUNTY AND THE VILLAGE OF BOYS TOWN; HEREIN COLLECTIVELY REFERRED TO AS "COOPERATING AGENCIES" TO PROVIDE MUTUAL AID MAINTENANCE AND SUPPORT FOR LAW ENFORCEMENT SERVICES.

WHEREAS, La Vista and the Cooperating Agencies wish to implement to the extent hereafter provided, the provisions of Neb. Rev. Stat. Sec. 29-215 (hereinafter "Sec. 29-215"), so as to empower law enforcement officers (hereinafter "Officers") of each of the Cooperating Agencies to exercise extraterritorial law enforcement authority, including arrest and enforcement under the laws of this state and legal ordinances of each Cooperating Agency, within the jurisdiction of each of the other Cooperating Agencies; and

WHEREAS, the Cooperating Agencies wish to provide for personnel backup and such other assistance as any of the Agencies may require in time of emergency or other time of need; and

WHEREAS, the Cooperating Agencies have common goals, staffing needs, training needs and other needs in common in the area of law enforcement, and the joint cooperation contemplated by this Agreement will allow the Agencies each to provide improved law enforcement services at less cost; and

WHEREAS, each of the Cooperating Agencies, as among themselves, wish to improve law enforcement services and implement, to the extent herein provided, the authority given by Sec. 29-215 to law enforcement officers of each of the Agencies hereto to enforce the laws of this state and legal ordinances of Cooperating Agencies; and,

WHEREAS, the Cooperating Agencies wish to formalize their understanding pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. Sec. 13-801 *et seq.*, as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with between the law enforcement agencies of City of La Vista in Sarpy County, Nebraska; City of Bellevue in Sarpy County, Nebraska; City of Omaha in Douglas County, Nebraska; City of Papillion in Sarpy County, Nebraska; City of Ralston in Douglas County, Nebraska; City of Valley in Douglas County, Nebraska; City of Waterloo in Douglas County, Nebraska; City of Bennington in Douglas County, Nebraska; Sarpy County, Nebraska, and Douglas County, Nebraska, Village of Boys Town in Douglas County; herein collectively referred to as "Cooperating Agencies" to provide mutual aid maintenance and support for law enforcement services.

PASSED AND APPROVED THIS 1ST DAY OF APRIL 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\25 FINAL RESOLUTIONS\25. Law Enforcement Mutual
Aid Interlocal Agreement 04.01.2025.Docx

DOUGLAS SARPY MUTUAL AID
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT (hereinafter "Agreement" or "Douglas Sarpy Mutual Aid Interlocal") is entered into by and between the law enforcement Agencies of City of Bellevue in Sarpy County, Nebraska (hereinafter "BVPD"); City of La Vista in Sarpy County, Nebraska (hereinafter "LVPD"); City of Omaha in Douglas County, Nebraska (hereinafter "OPD"); City of Papillion in Sarpy County, Nebraska (hereinafter "PPD"); City of Ralston in Douglas County, Nebraska (hereinafter "RPD"); City of Valley in Douglas County, Nebraska (hereinafter "VPD"); City of Waterloo in Douglas County, Nebraska (hereinafter "WPD"); City of Bennington in Douglas County, Nebraska (hereinafter "BPD"); Sarpy County, Nebraska (hereinafter "SCSO"); Village of Boys Town in Douglas County, Nebraska (hereinafter "BTPD"); and Douglas County, Nebraska (hereinafter "DCSO"), herein collectively referred to as "Cooperating Agencies" or "Agencies."

WHEREAS, the Cooperating Agencies wish to implement to the extent hereafter provided, the provisions of Neb. Rev. Stat. Sec. 29-215 (hereinafter "Sec. 29-215"), so as to empower law enforcement officers (hereinafter "Officers") of each of the Cooperating Agencies to exercise extraterritorial law enforcement authority, including arrest and enforcement under the laws of this state and legal ordinances of each Cooperating Agency, within the jurisdiction of each of the other Cooperating Agencies; and,

WHEREAS, the Cooperating Agencies wish to provide for personnel backup and such other assistance as any of the Agencies may require in time of emergency or other time of need; and,

WHEREAS, the Cooperating Agencies have common goals, staffing needs, training needs and other needs in common in the area of law enforcement, and the joint cooperation contemplated by this Agreement will allow the Agencies each to provide improved law enforcement services at less cost; and,

WHEREAS, each of the Cooperating Agencies, as among themselves, wish to improve law enforcement services and implement, to the extent herein provided, the authority given by Sec. 29-215 to law enforcement officers of each of the Agencies hereto to enforce the laws of this state and legal ordinances of Cooperating Agencies; and,

WHEREAS, the Cooperating Agencies wish to formalize their understanding pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. Sec. 13-801 *et seq.*, as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions: As used herein the following terms shall have the following meanings:

- A. "Agency of Primary Jurisdiction" shall mean the Agency responsible for territorial limits of the geographic area within which an arrest is being made, warrant served or other law enforcement activity is occurring.
- B. "Cooperating Agencies" or "Agencies" shall mean the Agencies signatory hereto, and "Agency" shall mean any one of the Agencies.

- C. "Host Agency" shall mean an Agency of Primary Jurisdiction other than an Officer's own Agency of regular employment.
- D. "Officer" shall mean a duly sworn full-time or part-time paid law enforcement officer in the employ of a Cooperating Agency.
- E. "Officer's Primary Jurisdiction" shall mean the geographic area within the territorial limits (corporate limits) of the Agency which regularly employs the Officer.

2. Authority. The authority for the Cooperating Agencies entering into this Agreement is that authority granted by law, including the general powers of the Agencies, the Nebraska Interlocal Cooperation Act, and the authority granted under Sec. 29-215.

3. Purpose. The purpose of this Agreement is to authorize the Officers of each Cooperating Agency to provide law enforcement services outside the limits of their respective primary jurisdictions as authorized by Subsection (2)(d) of Sec. 29-215, and to improve law enforcement in each of the Cooperating Agencies and throughout the eleven agency areas through fuller authority and utilization of Officers, through joint training of Officers, sharing of equipment, mutual assistance and the ability to staff Officers based upon the availability of assistance in time of need and to generally enhance law enforcement capacities of the Agencies at a reduced cost to the Agencies.

4. Certain Authority to Act Beyond Primary Jurisdiction Independently Vested by Sec. 29-215. The Agencies recognize that by the provisions of Sec. 29-215, their Officers are given power and authority to act beyond the Officer's Primary Jurisdiction, independent and apart from this agreement in the following situations:

- A. If in a fresh attempt to apprehend a person suspected of committing a felony, Officers may follow such person into any jurisdiction in this state and there arrest and detain such person and return such person to the Officer's Primary Jurisdiction. (Sec. (2)(a) Sec. 29-215).
- B. If in a fresh attempt to apprehend a person suspected of committing a misdemeanor or a traffic infraction, Officers may follow such person anywhere in an area within twenty-five miles of the boundaries of the Officer's Primary Jurisdiction and there arrest and detain such person and return such person to the apprehending Officer's Primary Jurisdiction. (Sec. (2)(b), Sec. 29-215).
- C. The Officers shall have such enforcement and arrest and detention authority when responding to a call in which a local, state or federal law enforcement officer is in need of assistance, need of assistance being defined to mean:
 - 1). a law enforcement officer whose life is in danger; or
 - 2). a law enforcement officer who needs assistance in making an arrest

and the suspect (a) will not be apprehended unless immediately arrested, (b) may cause injury to himself or herself or others or damage to property unless immediately arrested, or (c) may destroy or conceal evidence of the commission of a crime. (Sec. (2)(c) Sec. 29-215).

D. When probable cause exists to believe that a person is operating or in actual physical control of any motor vehicle, motorboat, personal watercraft, or aircraft while under the influence of alcoholic liquor or of any drug or otherwise in violation of section 28-1465, 28-1466, 28-1472, 37-1254.01, 37-1254.02, 60-4,163, 60-4,164, 60-6,196, 60-6,197, 60-6,211.01. or 60-6,211.02, the law enforcement officer has the power and authority to do any of the following or a combination thereof:

- 1) Transport such a person to a facility outside of the law enforcement officer's primary jurisdiction for appropriate chemical testing of the person;
- 2) Administer outside of the law enforcement officer's primary jurisdiction any post-arrest test advisement to the person; or
- 3) With respect to such person, perform any other procedures or functions outside of the law enforcement officer's primary jurisdiction which are directly and solely related to enforcing the laws that concern a person operating or being in the actual physical control of any motor vehicle, motorboat, personal watercraft, or aircraft while under the influence of alcoholic liquor or of any other drug or otherwise in violation of section 28-1465, 28-1466, 28-1472, 37-1254.01, 37-1254.02, 60-4,163, 60-4,164, 60-6,196, 60-6,197, 60-6,211.01, or 60-6,211.02. (Sec. (3)(a-c) Sec. 29-215).

This Agreement is not intended nor shall it be construed to in any way limit the power and authority granted by the foregoing provisions of Sec. 29-215. Each of the Cooperating Agencies may individually impose in respect to its own Officers such conditions or limitations on the exercise of the foregoing powers by their own Officers as each such Agency may choose not inconsistent with the terms hereof.

5. Following Suspects Across Jurisdictional Lines. The authority to follow suspects across jurisdictional lines is based upon direct legislative grant of power as contained in Subsections (2)(a) and (2)(b) of Sec. 29-215 and is not derived from nor does it flow from consent of the Cooperating Agencies to the exercise of such authority or the provisions of this Agreement.

In respect to following suspects across jurisdictional lines and related action taken by Officers while within the jurisdiction of a Host Agency, the Host Agency shall not be liable for death,

bodily injury, property damage or personal injury including false arrest, caused by or resulting from such following or related action, by such non-host Agency Officers and the Agency which employs the Officer(s) doing the following agrees, subject to the liability limits of the Political Subdivision Tort Claims Act, to indemnify and save harmless the Host Agency from loss or liability caused by:

- A. the negligence of such non-host Agency Officers doing the following; or
- B. imposition of liability under Neb. Rev. Stat. Section 13-911, as changed or amended from time to time, resulting from actions by such non-host Agency Officers doing the following or pursuing of a suspect in a Host Agency.

6. Additional Authority Granted Pursuant to Interlocal Cooperation Act. Subject to the limitations hereinafter set forth in this Agreement, the Officers of each of the Agencies while in a Host Agency shall have full law enforcement authority, including the authority to arrest and detain, in the following circumstances:

- A. The commission of a felony witnessed by the Officer.
- B. The Officer is a witness to a criminal act or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Officer or any other person or persons.
- C. While engaged in or providing services under a mutual assistance request from a Host Agency.
- D. While serving regular shift duty or other period of duty within a Host Agency that has requested Officer coverage or backup for such period of time.
- E. While participating in investigative activity or other cooperative law enforcement activity authorized by this Agreement.

7. Host Agency Prior Consent to Exercise Arrest Authority. Officers not in the Officer's Primary Jurisdiction and while in a Host Agency may make arrests in the following situations without the prior consent of the Host Agency:

- A. In the case of commission of a felony witnessed by the Officer; and
- B. In the case of any criminal act, or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Officer or any other person or persons.
- C. when authorized by any provision of Sec. 29-215.

Should such an arrest without prior consent occur, the arrest shall be reported to a supervisor or senior shift officer of the Host Agency in the Jurisdiction for which the arrest occurred as soon as is reasonably possible.

Except for arrests falling within the scope of Paragraph 7(a) and 7(b) above, an Officer, prior to making an arrest in a Host Agency, when not accompanied by an Officer of the Host Agency, shall request the consent of the Host Agency prior to making the arrest. A supervisor or senior shift officer of the Host Agency on duty at the time shall advise as to whether the Host Agency consents to or is withholding consent to the intended arrest, by the Officer at the scene. When feasible, the Host Agency shall dispatch one of its own Officers to the scene to make the arrest. If the Officer at the scene is advised that an Officer from the Host Agency, or other law enforcement officer dispatched at the direction of the Host Agency, has been dispatched to the scene, the Officer at the scene shall, if time and circumstances permit, delay arrest until such Host Agency Officer, or highway patrol officer arrives to make the arrest or to assist therein.

8. **Mutual Assistance.** Each of the Cooperating Agencies agrees to render law enforcement assistance to each of the other Cooperating Agencies when such assistance is of an emergency nature or one of a non-emergency nature requiring backup or additional Officer force beyond that then available to the requesting Agency in accordance with the following provisions:

A. **Requests for Assistance.**

- 1) **Emergency Situations.** Requests by an Agency for assistance in emergency situations may be made by any of the following:
 - a. the Mayor or Acting Mayor;
 - b. Agency Administrator or Acting Agency Administrator;
 - c. Agency head or Acting Agency head; or
 - d. Supervisor or Senior Shift Officer of the Agency requesting assistance.
 - e. In situations posing any immediate threat to the life or safety of an Officer or other person, any Officer may himself or herself make such request.

- 2) **Non-Emergency Situations.** Requests for assistance in non-emergency situations may be made only by the requesting Agency's Mayor, Agency Administrator, Agency head or other person within the law enforcement department of command rank and who is expressly authorized by the requesting Agency to request aid in non-emergency situations.

B. **No Liability for Failure to Respond.** It is understood and agreed by all of the Cooperating Agencies that assistance is not assured or guaranteed to any

Agency. Nor is there any understanding that all, or any, requests for assistance will be met. It is expressly agreed by and between all Agencies that any Agency to which a request is made, or which shall otherwise have knowledge of need of assistance in another Agency, shall have no liability whatsoever to the requesting Agency or any other Agency signatory hereto or to the Officers or employees of any Agency or to any third person whomsoever for failure for whatever reason to respond to, or delay in responding to, a call for assistance or for failure to communicate such call or any failure or delay. Each Agency covenants not to sue and agrees to save harmless each of the other Agencies for any claim or action based, in any manner, on a failure to respond in or to a request for assistance under this Agreement.

- C. Radio Communication. Cooperating agencies will, through separate interlocal agreement, ensure that a system is maintained that facilitates radio communication between all cooperating agencies.
- D. Command at Scene. The Agency requesting assistance shall provide command at the scene for which assistance is requested.
- E. Procedures. The Cooperating Agencies may develop and effectuate mutually agreed upon written procedures consistent with the mutual assistance provisions hereof.

9. Training. Each Cooperating Agency is responsible for the training of its personnel. The Cooperating Agencies may participate in joint training as agreed upon by the Cooperating Agencies.

10. Search Warrants. Unless otherwise agreed to by a Host Agency, search warrants to be served or acted upon in Host Agency jurisdiction shall have named thereon and shall be served by an Officer of the Host Agency. An Officer of the requesting Agency may, but need not be, named on the warrant or other issuance in addition to an Officer of the Host Agency. Each Agency shall treat requests for service of warrants from other Agencies in the most expeditious manner reasonably possible under the circumstances.

11. Equipment. Cooperating Agencies shall be solely responsible for the maintenance of all equipment provided and utilized by its law enforcement officers, and shall not be required to provide any equipment, maintenance, or repair to any equipment used by those law enforcement officers providing assistance pursuant to this Agreement and who are employed by the other Cooperating Agencies.

Any supplies, equipment, vehicles or other personal property or other real property, which is utilized in the performance of the duties and obligations created under this Agreement, shall remain at all times the property and the sole responsibility of each such jurisdiction and shall not be the obligation or responsibility of the other Cooperating Agencies.

12. Investigation. Each Cooperating Agency shall assist other Agencies requesting assistance in the investigation of persons within the limits of primary jurisdiction of the cooperating Agency who are suspected by such other Agency of committing or believed to have information concerning crimes or criminal activity occurring in such other Agency. When reasonably possible, a Host Agency shall provide an Officer to personally accompany the Officer or Officers of another Agency during their investigation within the Host Agency.
13. Financing. Each Cooperating Agency shall be responsible for all compensation and remuneration of its own employees and shall pay all required payroll, wages, taxes, and benefits as provided by law. Each Cooperating Agency shall also be responsible for the costs of equipment provided and utilized by its law enforcement officers in accordance with Paragraph 11 of this agreement.
14. Officers Remain Employees of Own Agency. An Officer, while serving outside the Officer's Primary Jurisdiction shall at all times be considered and held as serving in the regular line of duty of the Agency which employs the Officer as fully as if the Officer were serving within the limits of the Officer's Primary Jurisdiction.
15. Disciplinary Procedures. Disciplinary action arising out of an Officer's conduct, actions, or omissions, whether occurring within or outside the Officer's Primary Jurisdiction, shall be handled by the Agency which employs the Officer, that is, the Officer's Primary Jurisdiction.
16. Rules and Regulations. The Agencies recognize that the duties, work, skills and working conditions may differ between Agencies. While serving outside their own Agency, Officers serving pursuant to this Agreement shall conduct themselves in accordance with the policies and procedures of the Officer's Primary Jurisdiction, except as may otherwise be agreed to by such Officer's Agency of Primary Jurisdiction and the Host Agency in which the service is performed.
17. Liability Insurance. Each of the Cooperating Agencies agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury (including false arrest) and property damage, in an amount not less than the maximum liability of Agencies of the appropriate class for acts of its law enforcement personnel as from time to time established by the Legislature, said limit at date hereof being \$1,000,000 per person and \$5,000,000 per occurrence, as prescribed by Neb. Rev. Stat. Section 13-1802. Each Agency's insurance or self-insurance shall cover acts and omissions of its Officers while performing services under this Agreement. These Insurance provisions are not intended to waive an Agency's sovereign immunity. Each Agency's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law.
18. Public Information. To the extent that specific case information relating to a mutual

effort with other law enforcement agencies is made public, each agency shall be responsible for responding to the request to determine which of the reports that it generated may be made available to the public. No participating agency shall release any document generated by another agency without permission unless release is required by a court order.

19. **No Agency Relationship Created.** This Agreement merely creates the framework for cooperation among the Cooperating Agencies for the purposes hereof, and there is no agency or instrumentality and no agency relationship created hereby between the Agencies or between any Agency's employee and any other Agency. The cooperative activity hereby established does not constitute an independent agency or employer. This is a cooperative undertaking between the Agencies and Officers while performing any services under this Agreement shall at times and for all purposes remain employees exclusively of the law enforcement department of the Agency which encompasses the Officer's Primary Jurisdiction and shall for no purpose be deemed to be an employee of any other Agency.
20. **No Separate Entity.** This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Agencies. In cases of disagreement on the administration of this Agreement, the heads of each agency will be responsible for mediating such disagreements. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
21. **Term of Agreement.** This Agreement shall be effective on the first day of the calendar month next following the completion of implementing action by all eleven Agencies as required by Paragraph 22(b) of this Agreement hereof and shall continue in full force and effect for a period of five (5) years thereafter unless terminated earlier by ordinance or resolution of the governing body of any Agency, the effective date of termination shall not be less than thirty (30) days following such terminating Agency's written notice to all other Agencies. The termination of this Agreement by one Agency does not terminate the Agreement between the remaining Agencies, which shall remain in full force and effect. A review of the Agreement may occur upon request of any of the Cooperating Agencies.
22. Miscellaneous.
 - A. **Other Agreements.** The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Cooperating Agencies in respect to other aspects of public safety. In the event of conflict or when resolving any ambiguities, this Douglas Sarpy Mutual Aid Interlocal takes precedence over any other agreement.
 - B. **Implementing Action.** Prior to the operative date of this Agreement, each Agency shall take formal action by ordinance

or resolution of its governing body approving this Interlocal Cooperation Agreement. Each Agency shall furnish the other Agencies executed copies of such authorizing action.

23. **Mutual Non-Discrimination Clause.** The Agencies agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, and 42 USCS 12101 *et seq.* Agencies and their subcontractors will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, political or religious opinions or affiliations, or national origin of the employee or applicant. Agencies and their subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.
24. **Multiple Counterparts.** This agreement, involving numerous Agencies, may be executed in multiple counterparts each of which may bear the signatures of less than all of the Agencies hereto, and it shall be in full force and effect even if so executed

25. **General Provisions**

- A. **Independent Contractors**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Agencies. Any and all acts that any Agency or its personnel, employees, agents, or contractors, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Agencies shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the others for any purpose whatsoever. No Agency, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the others. The Agencies shall not provide any insurance coverage to the others or their employees including, but not limited to, workers' compensation insurance. Each Agency shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against an Agency its officers, employees, agents, or contractors shall in no way be the responsibility of that Agency. No Agency shall have any authority to bind the others by or with any contract or agreement, nor to impose any

liability upon the others. All acts and contracts of each shall be in its own name and not in the name of the others, unless otherwise provided herein.

B. Release and Indemnity

Each Agency shall assume all risk of loss, indemnify the others against loss, and hold the others, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including but not limited to legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the indemnifying Agency's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of the indemnifying Agency to comply with terms and conditions of the Agreement, and for any losses caused by other Agencies which have entered into agreements with the indemnifying Agency, provided that the Indemnified Agency gives the Indemnifying Agency prompt, written notice of any such claim, suit, demand or cause of action. The Indemnified Agency shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive an Agency's sovereign immunity. Each Agency's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law.

C. Drug Free Policy

Each Agency assures the others that it has established and maintains a drug free workplace policy.

D. New Employee Work Eligibility Status

The Agencies shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the非法 Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

E. Public Benefits

With regard to Neb. Rev. Stat. §§4-108 - 113, no Agency is an individual or sole proprietorship. Therefore, no Agency is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

F. Unavailability of Funding

Due to possible future reductions in Municipal, County, State and/or Federal appropriations, Agencies cannot guarantee the continued availability of funding for this

Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, one Agency may terminate the Agreement or reduce the consideration upon notice in writing to the other Agencies. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each Agency shall be the final authority as to the availability of their funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any Agency may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to any Agency.

G. Conflict of Interest

In the performance of this Agreement, Agencies will avoid all conflicts of interests or appearances of conflict of interest. Agencies will report any conflict of interest immediately to each other. Agencies assure each other that no Agency employee will have a financial or personal interest in this Agreement. Agencies have not and will not provide any money or other benefit of any kind to any other Agency employee in the procuring of, facilitation of, or execution of this Agreement.

H Amendments

This Agreement may be modified only by written amendment, duly executed by authorized officials of the Agencies. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Agencies hereto. Every amendment shall specify the date on which its provisions shall be effective.

I. Choice of Law

The Agencies to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision that would cause the application of laws of any jurisdiction other than those of the State of Nebraska. In addition, all claims relating to or arising out of this contract, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided here. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha, Nebraska.

J. Assignment and Delegation

This Agreement is exclusive to the Agencies and rights may not be assigned nor duties

delegated by any Agency except on prior written consent of the other Agencies. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. Any and all additional fees, charges, costs or expenses, which result from an approved assignment or delegation, shall be paid by the assigning/delegating Agency. Shall such approval to assign or delegate be granted, all covenants, stipulations, and agreements herein shall inure to the benefit of the Agencies and extend to and bind the legal representatives, successors, and assigns of the Agencies.

K. Joint Work Product

This Agreement is the joint work product of the Agencies; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Agency by reason of document preparation.

L. Entire Agreement

This Agreement contains the entire agreement of the Agencies. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by any Agency other than those that are expressly set forth herein. No agent, employee or other representative of any Agency is empowered to alter any of the terms hereof except as provided herein.

M. Incorporation of Recitals

The recitals set forth above are, by this reference, hereby incorporated into and deemed part of this Agreement.

N. No Third Party Rights

This Agreement is executed for the benefit of the named Agencies only. This Agreement is not intended to, nor shall it provide rights to any third party, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of an Agency's employees, officers and agents.

O. Authorized Representatives and Notice

Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained. The Agencies hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the head of each agency shall be the authorized representative of the Agencies.

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested, by facsimile with a signed return facsimile acknowledging receipt or via electronic mail with an acknowledging receipt.

P. Headings

The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2025 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – RADAR DETECTION SYSTEM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to authorize the purchase and installation of four (4) Wavetronic Radar Detection Systems from Vierregger Electric Co., Omaha, Nebraska in an amount not to exceed \$34,965.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The Wavetronic Radar system is replacing the current camera detection system that is currently used at S.125th and Southport Pkwy. The camera system is 18 years old and replacement parts are obsolete.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FOUR (4) WAVETRONIC RADAR DETECTION SYSTEMS FROM VIERREGGER ELECTRIC CO., OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$34,965.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of four (4) Wavetronic Radar Detection Systems are 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 four (4) Wavetronic Radar Detection Systems from Vierregger Electric Co., Omaha, Nebraska in an amount not to exceed \$34,965.00.

PASSED AND APPROVED THIS 1ST DAY OF APRIL 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**VIERREGGER ELECTRIC CO.**

4349 South 139th Street
Omaha, NE 68137
(402) 896-8008

Invoice

DATE	INVOICE NO.
3/12/2025	11434

BILL TO		JOB		
City of La Vista Public Works 9900 Portal Road Lavista, NE 68128		S 125th & Southport		
TERMS		REP	PROJECT	P.O. #
Due on receipt		TJV	44859	
ITEM	DESCRIPTION	UNITS	RATE	AMOUNT
Quote- Roads	Labor & Equipment		3,360.00	3,360.00
Quote- Roads	Materials		31,605.00	31,605.00
Furnish and install Wavetronix radar detection system per proposal dated 11/14/2025				
We Appreciate Your Business - Thank You!			Sales Tax (7.5%)	\$0.00
			Total	\$34,965.00
Past due accounts draw interest at 1.5% interest per month from due date until paid.			Payments/Credits	\$0.00
			Balance Due	\$34,965.00

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2025 AGENDA**

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

SYNOPSIS

A resolution has been prepared to approve the purchase of two (2) Motorola APX 6500 MODEL Mobile Radios from Motorola Solutions Inc., Chicago, IL in an amount not to exceed \$13,324.80.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The mobile radios will accompany the two (2) new police cruisers being purchased. The Police Department has no spare mobile radios with full encryption & technology capabilities. 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 TWO (2) MOTOROLA APX 6500 MOBILE RADIOS FROM MOTOROLA SOLUTIONS, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$13,324.80.

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

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed 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 two (2) Motorola APX 6500 mobile radios from Motorola Solutions, Chicago, Illinois in an amount not to exceed \$13,324.80.

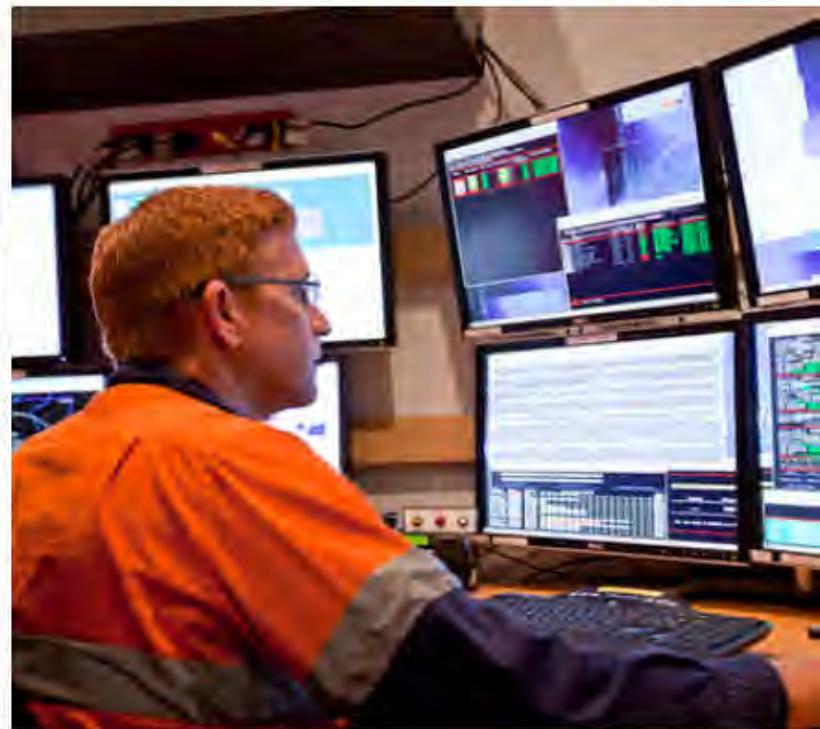
PASSED AND APPROVED THIS 1ST DAY OF APRIL 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



LA VISTA POLICE DEPT

Copy of APX6500s

03/21/2025

03/21/2025

LA VISTA POLICE DEPT
7701 S 96TH ST
LA VISTA, NE 68128

RE: Motorola Quote for Copy of APX6500s

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
 7701 S 96TH ST
 LA VISTA, NE 68128
 US

Quote Date:03/21/2025
 Expiration Date:05/20/2025
 Quote Created By:
 Bob Stephany
 bobs@firstwirelessinc.com

End Customer:
 LA VISTA POLICE DEPT
 Kraig Gomon
 kgomon@cityoflavista.org
 14023311582

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	2	\$9,245.00	\$6,557.90	\$13,115.80
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2			
1b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	2			
1c	G996AS	ENH: OVER THE AIR PROVISIONING	2			
1d	GA00580AA	ADD: TDMA OPERATION	2			
1e	G51AU	ENH: SMARTZONE OPERATION APX6500	2			
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2			
1g	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	2			
1h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2			
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2			
1j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	2			
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2			

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	List Price	Sale Price	Ext. Sale Price
1l	W22BA	ADD: STD PALM MICROPHONE APX	2			
1m	W969BG	ENH: MULTIKEY OPERATION	2			
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2			
1o	QA03399AA	ADD: ENHANCED DATA APX	2			
1p	QA09113AB	ADD: BASELINE RELEASE SW	2			
1q	G67DT	ADD: REMOTE MOUNT E5 APXM	2			
1r	GA01670AA	ADD: APX E5 CONTROL HEAD	2			
	APX™ Radio Management	RADIO MANAGEMENT				
2	T7913A	RADIO MANAGEMENT OFFLINE	1	\$110.00	\$104.50	\$209.00
2a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	2			

Grand Total **\$13,324.80(USD)**



Purchase Order Checklist NA OM

**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)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2025 AGENDA

Subject:	Type:	Submitted By:
POSITION DESCRIPTION – CIVIL ENGINEER	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

SYNOPSIS

A position description for a Civil Engineer is presented for review.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

We are seeking your review and approval of the proposed job description for a Civil Engineer position, which was approved in the budget for a projected 2025 hire. This role is aligned with the City's strategic priority of infrastructure investment, supporting our commitment to maintaining and improving the quality of life for all residents. The addition of a Civil Engineer will enhance our capacity to manage the increasing workload associated with critical capital projects and ensure the continued success of our infrastructure initiatives.

The Civil Engineer will work under the direction of the City Engineer to provide support across various aspects of municipal engineering. Key responsibilities will include:

- Assisting with plan reviews
- Project administration
- Contract and bid development
- Design work
- Project inspections

Additionally, the Civil Engineer will play a vital role in supporting private development projects in collaboration with the Community Development Department, ensuring compliance with city standards and regulations.

A complete job description for this position has been included for review.

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Civil Engineer

POSITION REPORTS To: City Engineer

POSITION SUPERVISES:

DESCRIPTION

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

ESSENTIAL FUNCTIONS (with or without reasonable accommodation)

1. Reviews and evaluates plans and specifications for correctness of engineering methods, accuracy of calculations and conformance with established engineering procedures.
2. Review plans, specifications, and the inspection of construction in progress for adherence to codes, acceptable engineering standards and related Federal, State and City standards and policies.
3. Prepares designs and plans for public improvements, including streets, sanitary sewer, storm sewer, traffic signals and buildings.
4. Consults with City Engineer during construction phase of various projects and recommends solutions to address issues, problems, and/or the implementation of corrective measures.
5. Monitor, manage, and/or actively participate in the management of projects performed by outside agencies.
6. Participates in meetings with members of the public, engineers, architects, contractors and owners to explain and discuss operations and projects.
7. Identifies, plans, and develops future infrastructure for community needs.
8. Assists the Community Development Department with review of platting and zoning applications.
9. Inspects and reviews grading and storm water permits for regulatory compliance in land development and building projects.
10. Oversees and maintains the City's Storm Water Management Plan in accordance with NPDES and NDEE permit requirements.
11. Assists with electronic asset management data collection and inventory for the development, implementation, and ongoing use.
12. Assists in the preparation and development of the annual departmental budget.
13. Prepare and collect information for cost estimates for CIP projects.
14. Performs tasks for the solicitation and selection of consultants associated with capital improvement projects, inclusive of producing RRFs, RFQs, evaluation criteria and/or other methods to ensure consultant ability to complete work successfully.
15. Assists with the management and development of GIS layers for city infrastructure.
16. Lead, assist, and/or otherwise contribute in the preparation of reports, correspondence and other written documentation required by the City, State or other entities/agencies.
17. Responds to citizen and City staff inquiries and concerns.
18. Maintains awareness of modern public works and engineering methods and administration by attending conferences, conventions and other educational and professional meetings.
19. Serves as a member of the Department Management Team. Attends and participates City Council meetings, Planning Commission meetings, Community Development meetings, Park Committee meetings, work sessions, and a variety of other meetings as needed or directed.
20. Performs other duties as directed or as the situation dictates.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

Work may be performed outdoors year-round in varying weather and environmental conditions. Work sites may be dusty, noisy and on occasion, hazardous. Job duties require a considerable

amount of physical activity, including walking, standing, kneeling, bending, crouching, reaching and climbing. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to focus. Must be able to hear and understand voices at normal conversational levels. Incumbents must have the ability to transport themselves to and from work sites and lift up to 50 pounds occasionally and as needed. Incumbents must also possess the coordination and manual dexterity necessary to physically access and maneuver on rough terrain. Must be able to physically enter and exit confined spaces such as sanitary manholes or utility vaults. Incumbent must also be able to work from a ladder at heights greater than four (4) feet and ability to work from a lift in excess of 20 feet.

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Bachelor of Science in Civil Engineering, from an Accreditation Board of Engineering and Technology (ABET) Approved College or University, or a closely related field
2. 2+ years of progressively responsible experience in the design, construction and/or management of engineering projects.
3. Certification as an Engineer Intern (EI) or Engineer-in-Training (EIT), or the ability to become certified within 6 months of hire.
4. Must possess or be able to obtain a valid driver's license.
5. The City may accept any equivalent combination of education and experience.

KNOWLEDGE, SKILLS AND ABILITIES

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

Contributions this Position Makes to the City

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

Disclaimer

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

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

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

Signature

Date