

## LA VISTA CITY COUNCIL MEETING AGENDA

December 3, 2024

6:00 p.m.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Swear in Police Officers – Jacob Ackerman, Conner Barnett, Brian Maddy and Connor Rinn

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

### A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the November 19, 2024 City Council Meeting
3. Request for Payment – BCDM Architects – Professional Services – Library Renovation – \$4,500.00
4. Request for Payment – TitleCore National – Professional Services – 84<sup>th</sup> Street Trail – \$1,375.00
5. Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation - \$46,855.02
6. Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation – \$178,185.75
7. Approval of Claims

- Reports from City Administrator and Department Heads

B. Ordinance – Amend Compensation Ordinance

C. Ordinance – Amend Municipal Code – ROW Permitting

D. Resolution – Interlocal Cooperation Agreement – Sanitary Improvement District #133

E. Resolution – Interlocal Cooperation Agreement – Sanitary Improvement District #172

F. Resolution – Interlocal Cooperation Agreement – Sanitary Improvement District #237

G. Resolution – Interlocal Cooperation Agreement – Sanitary Improvement District #276

H. Resolution – Approve Professional Services Agreement – Traffic Signal Improvements

I. Resolution – Authorize Agreement – Printing and Mailing Services

J. Resolution – Approve Agreement – Triple Crown Sports, Inc.

K. Resolution – Authorize Purchase – AC Robinair Cart

L. Resolution – Authorize Purchase – Wide Area Mower

M. Resolution – Authorize Purchase – Community Center Tables

N. Resolution – Approval of Blanket Bond – Mayor

- 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 November 19, 2024

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on November 19, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Quick and Hale. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Director of Public Works Soucie, Community Development Director Fountain, Library Director Barcal, Human Resources Director Lowery, Police Captain Kinsey and City Engineer Dowsie.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on November 6, 2024. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SERVICE AWARD: BRUCE FOUNTAIN – 5 YEARS

Mayor Kindig recognized Bruce Fountain for 5 years of service to the City.

### APPOINTMENT – CIVIL SERVICE COMMISSION – REAPPOINT DESTYNIE SEWELL – 5 YEAR TERM

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE NOVEMBER 5, 2024 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE SEPTEMBER 12, 2024 LIBRARY ADVISORY BOARD MEETING
4. MONTHLY FINANCIAL REPORTS – SEPTEMBER 2024 AND OCTOBER 2024
5. REQUEST FOR PAYMENT – VALLEY CORPORATION – PROFESSIONAL SERVICES – CENTRAL PARK LIGHTING PROJECT – \$154,433.98
6. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE SURFACE PARKING LOT – \$15,552.00
7. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE SURFACE PARKING LOT – \$12,025.00
8. RESOLUTION NO. 24-137 – ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS.

WHEREAS, the City of La Vista Facilities Corporation ("City Facility Corporation") and the Metropolitan Community College Facilities Corporation made and entered a Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime dated December 29, 1997 ("Declaration") for the purposes of administering the condominium property regime and maintaining common areas of the Library/Sarpy Center; and

WHEREAS, the La Vista/Metropolitan Community College Condominium Owners Association, Inc., ("Association") was incorporated for purposes of administering the condominium property regime and maintaining the common areas under the Declaration, and the Association is governed by a Board of Directors; and

# MINUTE RECORD

WHEREAS, pursuant to Article 1.24 of the Declaration, as amended, the City Facilities Corporation delegated to and authorized the City of La Vista ("City") to exercise voting rights with respect to the Association and its Board of Directors, and the City desires to exercise said voting rights to elect Directors of the Association; and

WHEREAS, the following positions (and the individuals holding the titles) have been designated by the Mayor and City Council to be the City's three directors ("City's Director's) on the Association's Board of Director's (Association's Board):

City Administrator  
Library Director  
Building Superintendent

WHEREAS, the Association held its 2024 Annual Meeting on November 11, 2024, at which time and at such meeting the City's Directors voted on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Director's to the Association's Board; and

WHEREAS, the Mayor and City Council desire to designate, and ratify, affirm and approve the election of the City's Directors;

NOW, THEREFORE, BE IT RESOLVED, that the following are hereby designated and elected to serve as the City's appointees to the Board of Director's of the Association:

City Administrator  
Library Director  
Building Superintendent

and further that their attendance, participation, voting and exercise of other rights  
on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and elect said individuals as directors at the annual meeting of the Association was held November 11, 2024 (and all other related actions) are hereby ratified, affirmed and approved.

## 9. APPROVAL OF CLAIMS

1000 BULBS, maint	409.34
ACTIVE NETWORK, services	74.75
ADP, payroll & taxes	474,314.68
ALCOLOCK USA, services	174.80
ALL MAKES OFFICE EQUIP, supplies	2,570.93
AMAZON, supplies	3,387.40
ARNOLD MOTOR SPLY, maint	4,158.81
ASPEN EQUIP, maint	757.39
AXON ENTERPRISE, supplies	918.00
AYALA, B, training	42.50
BACON LETTUCE CREATIVE, services	2,996.25
BATTERIES PLUS, maint	83.20
BIBLIOTHECA, books	6,759.00
BIG RED LOCKSMITHS, services	12.00
BELLEVUE JR SPORTS ASSN, services	800.00
BLACK HILLS ENERGY, utilities	1,784.16
BOK FINANCIAL, services	56,053.75
BURT, Z, training	41.33
CARAHSOFT TECH CORP, services	341.41
CENTER POINT, books	291.24
CENTURY LINK, phones	96.14
CINTAS, services	22.94
CITY OF OMAHA, services	643,623.90
CNA SURETY, services	100.00

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COMP CHOICE, services	90.00
CONCRETE SPLY, maint	6,974.50
CONRECO, maint	38.00
CONVERGINT TECH, services	4,828.26
CORNHUSKER SIGN, services	2,875.00
COX, phones	297.00
CPI TELECOM, utilities	1,741.06
CULLIGAN, services	14.75
DELL, supplies	2,384.66
DXP ENT, maint	137.13
ELASTEC, supplies	6,010.00
ESSENTIAL SCREENS, services	89.20
FERGUSON US, bldg & grnds	52.39
FH BLACK & CO, services	1,043.00
FIKES COMM HYGIENE, supplies	144.50
FNBO, services	50.00
FITZGERALD SCHORR, services	29,032.98
FOP, services	1,965.00
GENUINE PARTS CO, supplies	356.34
GRAINGER, maint	72.39
GREAT PLAINS COMM, utilities	1,085.99
GREAT PLAINS UNIFORMS, services	169.98
GUARDIAN ALLIANCE TECH, services	260.00
HARBOR FREIGHT TOOLS, supplies	293.96
HGM ASSOC, services	80,884.25
HOBBY LOBBY, supplies	142.59
INGRAM LIBRARY SRVS, books	1,724.39
J & J SMALL ENGINE, maint	108.34
J RETZ LANDSCAPE, supplies	685.00
K ELECTRIC, services	12,049.84
KANOPLY, media	233.00
KRIHA FLUID POWER, maint	271.00
LABRIE, DONALD, services	375.00
LARSEN SPLY, supplies	759.94
LILLIANNA SPANGLER, services	358.98
LOGAN CONTRACT, maint	88.67
MACKIE CONST, services	93,858.33
MACQUEEN EQUIP, maint	9,270.84
MANGELSEN'S, supplies	150.00
MARCO, services	153.87
MATHESON TRI-GAS, services	280.36
MENARDS, supplies	444.77
MID-AMERICAN BENEFITS, services	4,629.27
MIDWEST TURF, maint	644.78
MILLARD METAL, maint	125.00
MISSIONSQUARE RETIRE, services	75,222.21
NE DEPT OF REVENUE, services	1047.58
OFFICE DEPOT, supplies	747.11
OPPD, utilities	570.54
OMAHA SLINGS, supplies	744.70
OMAHA TACTICAL, supplies	502.00
OMAHA WINNELSON, supplies	44.06
OMAHA WORLD-HERALD, services	82.20
OMNI ENGINEERING, maint	437.78
O'REILLY AUTO PARTS, supplies	1,742.11

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PAPILLION SANITATION, services	2,801.13
PAYROLL MAXX, payroll & taxes	845.75
PITNEY BOWES, supplies	19.08
POINT C HEALTH, services	5,143.57
POLICE & FIREMEN'S INS, services	255.66
REDFIELD & CO, supplies	431.63
RIVER CITY RECYCLING, services	654.00
SADLER ELECTRIC, services	37,448.00
SARPY CO COURTHOUSE, services	4,627.00
SARPY CO SHERIFF'S OFC, services	5,000.00
SA DOUG LAW ENF ACAD, services	32,500.00
SCATTER JOY ACRES, services	1,500.00
SHI INTL, services	6,200.00
SIRCHIE ACQ CO, services	120.89
SUBURBAN NEWSPAPERS, services	396.24
SUPERIOR DECKS, supplies	637.76
TED'S MOWER, maint	193.49
THE COLONIAL PRESS, services	4,880.32
THE PANCAKE MAN, services	1,240.00
THE PENWORTHY CO, books	398.78
THE SCHEMMER ASSOC, services	672.06
THREE RIVERS LIBRARY SYS, training	10.00
TITLECORE NATL, services	1,100.00
TORNADO WASH, services	350.00
TRANS UNION RISK, services	75.00
TRAVELERS, services	677.24
T ROZEBOOM, parking	12.00
TRI-TECH FORENSICS, services	3,423.00
TRUESCOPE, services	5,040.00
UBT, services	50.00
UNITE PRIVATE NETWORKS, services	4,950.00
UNMC, services	1,994.00
US BANK NATIONAL ASSOC, supplies	41,837.64
VALLEY CORP, services	112,417.75
VERIZON CONNECT FLEET, phones	608.00
VERIZON WIRELESS, phones	463.99
VOIANCE LANGUAGE, services	25.00
WALMART, supplies	1,534.92
WHITE CAP, apparel	606.90
WASTE MGMT, services	38.76

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. Mayor Kindig inquired about item 5. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Hale. Nays: None. Abstain: None. Absent: Sell and Wetuski. Motion carried.

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris presented the monthly reports.

Assistant City Administrator Ramirez provided an update on the Reflections Plaza.

Communications Manager Beaumont reported on upcoming events.

## B. CONDITIONAL USE PERMIT – CIMARRON TERRACE PHASE III – LOT 2 CIMARRON WOODS REPLAT 3

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## **1. PUBLIC HEARING**

At 6:12 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Conditional Use Permit – Cimarron Terrace Phase III – Lot 2 Cimarron Woods Replat 3. Deputy Community Development Director Solberg gave a brief presentation.

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

## **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-138 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PEDCOR INVESTMENTS, LLC FOR A MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT ON LOT 2 CIMARRON WOODS REPLAT THREE.

WHEREAS, Pedcor Investments, LLC, has applied for approval of a Conditional Use Permit for the construction and operation of multiple family dwellings (apartments) on Lot 2 Cimarron Woods Replat Three, generally located southwest of the intersection of S 96<sup>th</sup> Street and Harrison Street; and

WHEREAS, the La Vista Planning Commission reviewed the application on November 7, 2024 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the Conditional Use Permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Pedcor Investments, LLC to allow for the construction and operation of multiple family dwellings on Lot 2 Cimarron Woods Replat Three.

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

## **C. RESOLUTION – LA VISTA FACILITIES CORPORATION**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-139 entitled:

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DIRECTING THE DISSOLUTION OF THE CITY OF LA VISTA FACILITIES CORPORATION.

WHEREAS, the City of La Vista Facilities Corporation (the "Corporation") was formed as a Nebraska nonprofit corporation under the Nebraska Nonprofit Corporation Act (the "Act") pursuant to Articles of Incorporation filed with the Nebraska Secretary of State on April 2, 1991, (the "Articles of Incorporation") for the purpose of acquiring buildings, equipment and facilities as specified by and suitable for use by the City of La Vista, Nebraska (the "City"); and

WHEREAS, the Corporation's purposes have concluded, all obligations of the Corporation have been satisfied with no bonds or other obligations of the Corporation currently outstanding or unpaid, and it is therefore necessary and appropriate for the board of directors of the Corporation (the

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“Directors”) to dissolve the Corporation’s existence in accordance with the Articles of Incorporation and the Act; and

WHEREAS, the City has control over the Corporation and the Directors by provisions which authorize the City Council to remove and replace all Directors, and therefore it is appropriate for the Mayor and City Council to direct the dissolution of the Corporation through action by the Mayor and City Council;

NOW, THEREFORE, BE IT RESOLVED, be it resolved by the Mayor and City Council of the City of La Vista as follows:

Section 1. The Directors are hereby authorized and directed to take any and all action necessary or appropriate to dissolve the Corporation in accordance with the Articles of Incorporation and the Act and to satisfy all necessary conditions required for such action, specifically including without limitation distribution of any assets held by the Corporation to the City as required by the Articles of Incorporation.

Section 2. The Mayor, City Clerk, Director of Administrative Services and other officers, agents and employees of the City are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to effect the dissolution of the Corporation and carry out and comply with the intent of this Resolution. All actions heretofore taken by officers and employees of the City in connection with the actions contemplated by this Resolution are hereby ratified and confirmed.

Section 3. This Resolution shall be in full force and effect from and after its adoption by the City Council of the City.

Seconded by Councilmember Hale. Mike Rogers with Gilmore Bell gave a brief presentation. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Hale. Nays: None. Abstain: None. Absent: Sell and Wetuski. Motion carried.

## **D. RESOLUTION – AWARD CONTRACT – CONCESSION STAND OPERATIONS**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 24-140 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR CONTRACT WITH A.L. VENDING AND CONCESSIONS, LLC., OMAHA, NEBRASKA FOR THE OPERATION OF CONCESSIONS AT THE SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK, AND LA VISTA COMMUNITY CENTER.

WHEREAS, the City has determined that it is desirable to contract for the operation of concession stands at various recreation sites in the City; and

WHEREAS, A.L. Vending and Concessions, LLC. was awarded a contract in April of 2022 to operate the City’s concession stands at various recreation sites in the City; and

WHEREAS, A.L. Vending and Concessions, LLC has performed satisfactorily over the last year and is agreeable to extending the current contract for an additional year; and

WHEREAS, the Recreation Youth and Adult Sports Program Manager recommends awarding the contract extension to A.L Vending and Concessions, LLC for two years; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a two-year contract extension with A.L Vending and Concessions, LLC., Omaha, Nebraska for the operation of the concessions at the Softball Complex, Soccer Complex, City Park, and La Vista Community Center.

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

## **E. RESOLUTION – PURCHASE OF MARKED POLICE VEHICLES**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-141 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 2024 CHEVROLET TAHOE POLICE VEHICLES FROM GREGG YOUNG CHEVROLET AUTO GROUP, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$108,970.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) new marked police vehicles are necessary, and

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

WHEREAS, Gregg Young Chevrolet, Omaha, Nebraska was awarded the state bid for Nebraska for the 2024 Chevrolet Tahoe vehicles and will extend that price to the City of La Vista, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires 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) 2024 Chevrolet Tahoe Police vehicles from Gregg Young Chevrolet Auto Group, Omaha, Nebraska in an amount not to exceed \$108,970.00.

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

## **F. RESOLUTION – AUTHORIZE PAYMENT – AMERICAN PUBLIC WORKS ASSOCIATION ACCREDITATION PROGRAM**

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-142 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING PAYMENT TO AMERICAN PUBLIC WORKS ASSOCIATION ACCREDITATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$7,150.00.

WHEREAS, the City Council of the City of La Vista has determined that payment to American Public Works Association for the accreditation program is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed payment; 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 payment to American Public Works Association Accreditation Program in an amount not to exceed \$7,150.00.

Seconded by Councilmember Frederick. Deputy Director of Public Works Calentine gave a brief presentation. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Hale. Nays: None. Abstain: None. Absent: Sell and Wetuski. Motion carried.

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No. 729 -- REDFIELD DIRECT E2106195KV

November 19, 2024

## COMMENTS FROM THE FLOOR

Pastor Terry Brown introduced himself and his church.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Quick thanked the Mayor and City for the opportunity to attend the NLC Conference.

Mayor Kindig gave a legislative update.

At 7:05 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Hale. Nays: None. Abstain: None. Absent: Sell and Wetuski. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



1015 North 98th Street, Suite 300  
 Omaha, NE 68114-2357  
 (402) 391-2211

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

Invoice number 5524-00-002  
 Date 11/07/2024  
 Project 5524-00 City of La Vista Public Library  
 Renovation

Professional Services through October 31, 2024

Study

Lump Sum Fee: \$9,500.00

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Study	9,500.00	78.95	7,500.00	3,000.00	4,500.00
Total	9,500.00	78.95	7,500.00	3,000.00	4,500.00

Invoice total 4,500.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
5524-00-002	11/07/2024	4,500.00	4,500.00				
	Total	4,500.00	4,500.00	0.00	0.00	0.00	0.00

05.71.0917.000-LIBR23001

R. Ramirez  
 11/13/24

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



## Invoice

Date: 10/29/2024  
 Number: 4686

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

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-14	End of the Road, LLC, a Nebraska limited liability company		Title Certificate	Alpine Village South, Lot 22a1a2	\$275.00
				Total	\$275.00
					<b>Total Due \$275.00</b>

OK TO PAY  
 PMD 11/21/24  
 16.71.0917.ccl - 91RT14008

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



## Invoice

Date: 11/13/2024  
Number: 4716

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

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-12	Store Master Funding XXI, LLC, a foreign Nebraska limited liability company		Title Certificate	La Vista City Centre, Lot 1, La Vista, NE 68128	\$275.00
					<b>Total</b> \$275.00
					<b>Total Due</b> \$275.00

OK TO PAY  
PMD 11/21/24  
16-71-0917-CC-STR19008

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



## Invoice

Date: 11/14/2024  
Number: 4721

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

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-13	Vista City Centre, La		Title Certificate	La Vista City Centre, Lot 2, La Vista, NE 68128	\$275.00
				<b>Total</b>	<b>\$275.00</b>
				<b>Total Due</b>	<b>\$275.00</b>

OK TO PAY  
PMD 11/21/24  
16-71-0917.000- STRT 19008

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



## Invoice

Date: 11/20/2024  
Number: 4735

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

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-16	Of La Vista Nebraska, City		Title Certificate		\$275.00
				Total	<b>\$275.00</b>
				Total Due	<b>\$275.00</b>

OK TO PAY  
PMD 11/21/24  
16.71.0917.00 - STRT19008

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



## Invoice

Date: 11/20/2024  
Number: 4734

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

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-18	Bk Nebraska LLC, Karen		Title Certificate		\$275.00
				Total	\$275.00

**Total Due** \$275.00

On to PA-1  
PMD 11/21/24  
16.71.0917.000-SIRT 1000



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

**City of LaVista**

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

**INVOICE**

Invoice Number: 702619-37  
Date: November 11, 2024  
Client Code: 7220  
P.O. Number: 20-008340

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

**Construction Observation, Administration & Testing Through: October 31, 2024**

	Hours	Rate	Current Period	Billed To Date
<b>001: Phase I Investigation (LS \$53,340)</b>		<b>90% Complete</b>		<b>\$48,006.00</b>
<b>002: Trekk (\$90,420) (Hrly)</b>				<b>\$89,172.71</b>
<b>003: Thiele Geotech (\$18,675) (Hrly)</b>				<b>\$19,200.00</b>
<b>004: Emspace &amp; Lovgren (\$9,775) (Hrly)</b>				<b>\$11,809.67</b>
<b>005: Amendment 1 HGM (LS \$923)</b>		<b>100% Complete</b>		<b>\$923.00</b>
<b>006: Amendment 1 TREKK (\$4,000) (Hrly)</b>				<b>\$4,000.00</b>
<b>007: Phase 2 Final Design (Hrly)</b>				<b>\$201,345.71</b>
<b>008: Phase 2 Final Design TREKK (Hrly)</b>				<b>\$64,665.61</b>
<b>009: Phase 2 Final Design Emspace (Hrly)</b>				<b>\$10,763.73</b>
<b>010: Midwest Right of Way (\$58,725) (Hrly)</b>				<b>\$20,205.00</b>
<b>011: Construction Admin (Hrly)</b>				
Design Engineer	158.50	136.32	\$21,606.72	
Design Engineer	88.00	148.48	\$13,066.24	
Engineer Technician	23.50	123.84	\$2,910.24	
Senior Project Engineer	1.50	234.91	\$352.37	
Senior Project Engineer	1.00	251.55	\$251.55	

Hours	Rate	Current Period	Billed To Date
		\$38,187.12	\$792,378.12

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

Thiele Geotech, Inc.	\$7,797.50	
	\$7,797.50	\$57,156.50

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

\$8,059.50

## 014: Const. Surveying (Hrly)

Engineer Technician	4.00	83.20	\$332.80	
Land Surveyor	4.00	134.40	\$537.60	
			\$870.40	\$7,311.22

Total Amount Billed	\$1,334,996.77
Less Previous Invoices	\$1,288,141.75
<b>Invoice Total</b>	<b>\$46,855.02</b>

Pay THIS Amount \$

## Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
702619-36	10/14/2024	\$80,884.25			\$80,884.25
		\$80,884.25			\$80,884.25

On To PA-1  
 PND 11/21/24  
 48% = 80,884.25 = 02. 71,091.700 - GEAR13001  
 \$22,490.41  
 52% STREET = 05. 71,091.700 GEAR13001  
 \$24,364.61

## WEEKLY PROGRESS REPORT

CONTRACTOR NL & L *OK TO PAY*

PROJECT East La Vista Sewer and Pavement Rehab.

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

WEEK ENDING DATE 11/16/24  
REPORT NO. 85

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY			
SUNDAY 11/10/24	02 Jan 2024 Start of Phase 2, Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages  Temps 75/54, No work on site, No pay items	0	Y	Paving - Total Value of Work This Period	\$91,577.29		
				Sewer - Total Value of Work This Period	\$0.00		
				Paving - Total Value of Work To Date	\$2,344,137.74		
				Sewer - Total Value of Work To Date	\$2,032,741.65		
MONDAY 11/11/24	Temps 54/39, NLL 0700-1730, HGM 0800-1730, meeting, Sewer crew installed rock base, rebar and concrete new main MH 3 @ Edna. Paving crew, removed pavement, subgrade prep, rem sidewalks, driveways, Const 7" PCC 114+19 to 115+28 RTNB lane. Pay items: 2P rem pvmnt 151.38 SY, 17P sub grade 151.38 sy, 11P const 7" Pcc 151.38 SY, 3P rem driveway 44.55 SY, 4P rem sidewalk 684.37, 15P Const Drive 14.22 SY, 24P Const sidewalk 642.9 SF, 26 Const curb ramp 37.5, 27 detect panel 15 sf, 28 Curb wall 81 in ft	10	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00		
				Total Value of Stored Materials Remaining To Date	\$0.00		
TUESDAY 11/12/24	Temps 57/35, NLL 0700-1630, HGM 0800-1630, Paving crew removed pavement, subgrade prep from 115+28 going north, removed sidewalks and drives as marked. Const 7" PCC 115+28 to 117+31 NB lane. Sewer crew cont work MH3 new main at Edna, installed next two precast sections, grouted started backfill operations. General project cleanup prior to incoming rain. Omni on site sealing. Pay items: 3P Rem drive 23.55 SY, 4P rem sdwk 144 SF, 2P rem pavement 281.94, 17P subgrade prep 281.94, 11P Const 7" PCC 281.94	9	Y	Estimated Contract Value	\$ 4,822,962.10		
				Percent Complete By Value	91%		
WEDNESDAY 11/13/24	Temps 48/43, rain most of day, 0.31" no work on site, No pay items. Additional rain forecasted during the overnight.	0	Y	Contract Calendar / Work Days	551		
				Calendar / Work Days This Period	7		
THURSDAY 11/14/24	Temps 57/35, NLL 0700-1630, HGM 0800-1630, Sewer crew no work, saturated soil and excavation. Paving crews - constl. sidewalks, driveways s 69th MH adjustments - MH 6850, 6590, 6550, 6580, 7130, 6700, 6890, 2 utility adjustments. Pay items: 24P const 4" Sidewalk 698.54 sf, 15P Const driveways 80.4 SY, 26P const curb ramp 24 SF, 27 Const detect panel 8 SF, 16P utility adjust 2 Ea, 19P Manhole Adjustment 7 ea	11	Y	Calendar / Work Days Used To Date	594		
				Percent Time Used	108%		
FRIDAY 11/15/24	Temps 66/35, NLL 0700-1630, HGM 0800-1600, Sewer crew cont building MH 3 new main and backfilling excavation. Cleaned up and secured site for Monday rain. Thiele tested backfill 0945. Paving crew Subgrade prep and install 7" PCC Sia. 116+48 to 117+31 SB lane S 69th St. Const driveways, sidewalks, and MH adjustments. MH's 7050, 7040, 7030, 7010, 6990, 6980, 6970, 7110. Pay items: 24P const sidewalk 4" 42.0 SF, 15P const driveway 35.67, 17P subgrade 115.28 SY, 2P rem pavement 115.28 SY, 11P Const 7" PCC 115.28 SY, 19P adjust mh to grade 8.0 ea	10	Y	% Retained Paving/Sewer	10.0000%		
				Amount Retained to Date Paving	\$234,413.77		
				Amount Retained To Date Sewer	\$203,274.17		
SATURDAY 11/16/24	Temps 65/48 NLL 0700-1100, Paving Crew, removed forms, backfilled, general clean up, no pay items	4	Y	Net Amount Due To Date	\$3,939,191.45		
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00		
Other Comments Note: CIPP reviewed, Engineer stamped design and analysis submitted. Installed quantities to be paid, note some areas have needed repair of lateral openings. Contractor notified of the repair work needed. MH frames and covers S 69th St. Solid James to Josephine. Agreed to VF price for new manholes of \$700. per VF,				Net Amount Due To Date Including Incentive Eamed / Disincentive Assessed	\$3,939,191.45		
				Total Previous Payments To Date	\$3,761,005.70		
				Amount Due To Date	\$178,185.75		

*John* 11-21-24  
CONTRACTOR / DATE

Paula Pogge, HGM Associates, 20 Nov 2024

PROJECT REPRESENTATIVE / DATE

Paula Pogge, HGM Associates, INC. 21 Nov 2024

PROJECT MANAGER / DATE

*John* 11/22/24

CITY CONSTRUCTION ENGINEER / DATE

OK TO PAY  
PMD 11/22/24  
SEWER = 02. 71,091.7000 - SEUR 13001  
= \$ 28,962.01  
STREET = 05. 71,091.7000 - SEUR 13001  
= \$ 149,223.74

**WEEKLY PROGRESS REPORT**

**PAYMENT FOR WORK PERFORMED**

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$168,000.00	LS	-	\$0.00	100.0%	1.00	\$168,000.00
2	Paving 2	Remove Pavement	7,747.00	\$11.00	SY	548.80	\$6,034.80	120.0%	8,317.11	\$102,488.21
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	58.55	\$622.05	152.0%	1,066.80	\$11,734.80
4	Paving 4	Remove Sidewalk - Paving	7,398.00	\$2.00	SF	884.37	\$1,328.74	183.0%	12,048.27	\$24,086.54
5	5	Remove Concrete Curb and Gutter	1,750.00	\$12.00	LF	-	\$0.00	163.0%	2,851.70	\$34,220.40
6	6	Perform Cold Planning-Asphalt	25,920.00	\$8.50	SY	-	\$0.00	84.0%	21,818.72	\$141,821.88
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	336.0%	166.00	\$1,176.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	2,880.00	\$167.11	Ton	-	\$0.00	88.0%	2,503.15	\$468,364.40
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	5,400.00	\$72.00	SY	-	\$0.00	38.0%	2,049.78	\$147,584.16
11	Paving 11	Construct 7" Concrete Pavement - Type L85 - Paving	7,575.00	\$75.00	SY	578.32	\$43,224.00	121.0%	8,145.37	\$685,902.75
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L85	98.00	\$92.00	SY	-	\$0.00	354.0%	339.68	\$31,248.72
14	14	Construct Concrete Curb and Gutter	1,750.00	\$42.00	LF	-	\$0.00	183.0%	2,851.70	\$119,771.40
15	Paving 15	Construct 6" Driveway - Type L85 - Paving	841.00	\$58.00	SY	121.84	\$7,188.56	128.0%	1,072.83	\$83,285.17
16	16	Construct 8" Driveway - Type L85	50.00	\$82.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	576.32	\$2,017.12	48.0%	4,571.52	\$16,000.32
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	2.00	\$1,600.00	50.0%	6.00	\$4,800.00
19	19	Adjust Manhole to Grade	30.00	\$800.00	EA	15.00	\$12,000.00	53.0%	16.00	\$12,800.00
20	20	Remove & Replace Curb Inlet Top	5.00	\$3,200.00	EA	-	\$0.00	120.0%	6.00	\$19,200.00
21	21	Install Manhole Ring and Cover	6.00	\$700.00	EA	4.00	\$2,800.00	125.0%	10.00	\$7,000.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	25.0%	2.00	\$1,500.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	98.0%	0.9812	\$48,060.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$8.75	SF	1,410.44	\$9,681.22	206.0%	10,354.93	\$69,895.78
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	192.0%	1,008.15	\$7,546.13
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	81.50	\$861.00	76.0%	1,038.15	\$14,534.10
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	24.00	\$1,080.00	72.0%	316.00	\$14,220.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	81.00	\$3,240.00	400.0%	963.00	\$38,520.00
29	29	Install Seeding - Type A	1,022.00	\$3.75	SY	-	\$0.00	48.0%	879.29	\$3,287.34
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	53.0%	1,020.12	\$3,060.36

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$4.00	350.0%	7.00	\$875.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	527.0%	1,053.52	\$21,070.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LB	-	\$0.00	100.0%	1.00	\$144,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,062.00	\$11.00	SY	-	\$0.00	189.0%	9,345.45	\$102,789.95
S3	Sewer 3	Remove Concrete Driveway - Sewer	3,940.00	\$11.00	SY	-	\$0.00	29.0%	1,017.40	\$11,101.40
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	35.0%	2,489.20	\$4,988.40
S11	Sewer 11	Construct 7" Concrete Pavement - Type L85 - Sewer	7,077.60	\$75.00	SY	-	\$0.00	125.0%	8,863.20	\$884,746.75
S15	Sewer 15	Construct 6" Driveway - Sewer	1,915.00	\$59.00	SY	-	\$0.00	55.0%	1,053.00	\$62,127.00
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	26.0%	1,842.58	\$6,449.03
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$3.75	SF	-	\$0.00	34.0%	2,410.20	\$16,268.85
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,300.00	\$20.00	LF	-	\$0.00	74.0%	3,881.92	\$79,938.40
34	34	Construct 8" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$85.00	LF	-	\$0.00	78.0%	3,713.09	\$241,350.65
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	487.00	\$70.00	VF	-	\$0.00	3.0%	14.00	\$880.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	24.00	\$175.00	LF	-	\$0.00	1285.0%	308.33	\$53,957.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs, Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	42.0%	5.00	\$875.00
38	38	Construct 6" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,138.00	\$45.00	LF	-	\$0.00	64.0%	8,531.14	\$293,901.30
40	40	Install 15" CIPP Liner	827.00	\$85.00	LF	-	\$0.00	57.0%	529.89	\$34,429.85
41	41	Re-Instate Service Lines	310.00	\$100.00	EA	-	\$0.00	81.0%	189.00	\$18,900.00
42	42	CIPP End Seal, 8-In	79.00	\$185.00	EA	-	\$0.00	61.0%	46.00	\$9,380.00
43	43	CIPP End Seal, 15-In	9.00	\$280.00	EA	-	\$0.00	87.0%	6.00	\$1,560.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,784.00	\$4.50	LF	-	\$0.00	77.0%	9,047.00	\$40,711.50
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,065.00	\$3.00	LF	-	\$0.00	84.0%	7,080.63	\$21,182.49
46	46	Jet Excavating Sanitary Sewer	11,085.00	\$2.75	LF	-	\$0.00	82.0%	9,047.00	\$24,879.25
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 46" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	81.0%	0.61	\$18,300.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	28.0%	0.28	\$5,600.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	100.0%	1.00	\$40,000.00

**WEEKLY PROGRESS REPORT**

**PAYMENT FOR WORK PERFORMED**

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	86.00	\$73.00	LF	-	\$0.00	103.0%	160.00	\$11,880.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	200.0%	44.00	\$8,800.00
63	CO1 55	3/4" Limestone Pipe Bedding	217.00	\$28.50	Ton	-	\$0.00	75.0%	162.85	\$4,804.08
64	CO1A 56	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	-	\$0.00	273.0%	10.90	\$45,780.00
65	CO1A 57	Remove existing inlets	3.00	\$500.00	ea	-	\$0.00	200.0%	8.00	\$3,000.00
66	CO2 58	Remove and replace 8" Sanitary Sewer Main S 71st St.	729.00	\$137.00	LF	-	\$0.00	134.0%	973.24	\$133,333.88
67	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
1261981(A)	11/20/2024	CITY OF PAPILLION - MFO	246,596.00	N
143680	11/20/2024	DLR GROUP	27,577.00	N
143681	11/20/2024	VALLEY CORPORATION	154,433.98	N
143682	11/21/2024	HY-VEE STONY BROOK	3,592.76	N
143683	11/25/2024	EDGEWEAR SCREEN PRINTING	8,438.75	N
143684	11/25/2024	ROSARIO CANIGILA	8,160.00	N
143685	12/03/2024	AA WHEEL & TRUCK SUPPLY INC	9.95	N
143686	12/03/2024	ABE'S TRASH SERVICE	72.00	N
143687	12/03/2024	AED ZONE	4,650.00	N
143688	12/03/2024	AKRS EQUIPMENT SOLUTIONS, INC.	276.64	N
143689	12/03/2024	AMAZON CAPITAL SERVICES, INC.	2,865.73	N
143691	12/03/2024	ARNOLD MOTOR SUPPLY	2,605.96	N
143692	12/03/2024	AT&T MOBILITY LLC	98.48	N
143693	12/03/2024	BISHOP BUSINESS EQUIPMENT	801.21	N
143694	12/03/2024	BISHOP BUSINESS EQUIPMENT COMPA	109.22	N
143695	12/03/2024	BLUE VALLEY PUBLIC SAFETY INC	1,956.00	N
143696	12/03/2024	CENTER FOR INTERNET SECURITY INC	12,540.00	N
143697	12/03/2024	CHARGEPOINT INC	11,290.00	N
143698	12/03/2024	CINTAS CORPORATION NO. 2	1,077.45	N
143699	12/03/2024	COLUMN SOFTWARE PBC	358.67	N
143700	12/03/2024	COMFORT INN-KEARNEY	1,499.40	N
143701	12/03/2024	CONCRETE SUPPLY, INC.	10,933.00	N
143702	12/03/2024	CULLIGAN OF OMAHA	50.50	N
143703	12/03/2024	CUMMINS SALES AND SERVICE	272.57	N
143704	12/03/2024	D & K PRODUCTS	41.20	N
143705	12/03/2024	DATASHIELD CORPORATION	20.00	N
143706	12/03/2024	DEBRA HALE	50.00	N
143707	12/03/2024	DEBRA HALE	51.08	N
143708	12/03/2024	DELL MARKETING L.P.	2,579.66	N
143709	12/03/2024	DIAMOND VOGEL PAINTS	169.95	N
143710	12/03/2024	DOUGLAS COUNTY SHERIFF'S OFC	725.00	N
143711	12/03/2024	DULTMEIER SALES LLC	1,777.00	N
143712	12/03/2024	ECHO GROUP INCORPORATED	271.73	N
143713	12/03/2024	EVANS CUSTOM APPAREL	426.00	N
143714	12/03/2024	FERGUSON US HOLDINGS INC	348.40	N
143715	12/03/2024	FIRST RESPONDER OUTFITTERS, INC	2,806.21	N
143716	12/03/2024	FITZGERALD SCHORR BARMETTLER	25,578.04	N
143717	12/03/2024	FLEETPRIDE	118.00	N
143718	12/03/2024	FONTENELLE FOREST	300.00	N
143719	12/03/2024	FORVIS, LLP	2,265.00	N
143720	12/03/2024	FUN EXPRESS LLC	429.87	N
143721	12/03/2024	GALE	251.91	N
143722	12/03/2024	GRAINGER	309.77	N
143723	12/03/2024	GREAT PLAINS UNIFORMS	149.99	N
143724	12/03/2024	HANEY SHOE STORE	313.98	N
143725	12/03/2024	HOBBY LOBBY STORES INC	748.59	N
143726	12/03/2024	HUGHES MULCH PRODUCTS LLC	9,100.00	N
143727	12/03/2024	HY-VEE STONY BROOK	962.56	N
143728	12/03/2024	INDUSTRIAL SALES COMPANY INC	797.22	N
143729	12/03/2024	INGRAM LIBRARY SERVICES LLC	2,726.05	N
143730	12/03/2024	J & J SMALL ENGINE SERVICE	5,009.15	N
143731	12/03/2024	KRIHA FLUID POWER CO INC	226.02	N
143732	12/03/2024	LERNER PUBLISHING GROUP	747.62	N
143733	12/03/2024	LOGAN CONTRACTORS SUPPLY	114.78	N
143734	12/03/2024	LOWE'S CREDIT SERVICES	356.49	N
143735	12/03/2024	MENARDS-RALSTON	2,884.33	N
143737	12/03/2024	MIDWEST TURF & IRRIGATION	107.15	N
143738	12/03/2024	MILLARD SPRINKLER INC	1,072.40	N
143739	12/03/2024	MITCHELL1	3,300.00	N
143740	12/03/2024	MSC INDUSTRIAL SUPPLY CO	88.88	N

User: LALKEMA

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
143741	12/03/2024	NEBRASKA LIBRARY COMMISSION	171.28	N
143742	12/03/2024	NSG LOGISTICS, LLC	10,095.54	N
143743	12/03/2024	OFFICE DEPOT INC	542.82	N
143744	12/03/2024	ONE CALL CONCEPTS INC	688.54	N
143745	12/03/2024	PER MAR SECURITY SERVICES	223.98	N
143746	12/03/2024	PETTY CASH	20.00	N
143747	12/03/2024	PIETRYGA, EDWARD	93.00	N
143748	12/03/2024	POMP'S TIRE SERVICE, INC	503.01	N
143749	12/03/2024	PORT-A-JOHNS	90.00	N
143750	12/03/2024	ROAD BUILDERS MACHINERY CO INC	269,189.00	N
143751	12/03/2024	ROCCO INTERPRETING INC	100.00	N
143752	12/03/2024	ROSARIO CANIGILA	2,830.00	N
143753	12/03/2024	RTG BUILDING SERVICES INC	6,765.00	N
143754	12/03/2024	SHERWIN-WILLIAMS	113.39	N
143755	12/03/2024	SIGN IT	780.00	N
143756	12/03/2024	SMALL, BRADY	85.97	N
143757	12/03/2024	SNAP-ON INDUSTRIAL TOOL	11,322.00	N
143758	12/03/2024	TED'S MOWER SALES & SERVICE INC	125.00	N
143759	12/03/2024	THE COLONIAL PRESS, INC	896.94	N
143760	12/03/2024	THEATRICAL MEDIA SERVICES INC	3,372.00	N
143761	12/03/2024	THREE RIVERS LIBRARY SYSTEM	10.00	N
143762	12/03/2024	TRUCK CENTER COMPANIES	424.78	N
143763	12/03/2024	TY'S OUTDOOR POWER & SERVICE	255.86	N
143764	12/03/2024	UNITED PARCEL SERVICE	27.89	N
143765	12/03/2024	VERMEER HIGH PLAINS	22.98	N
143766	12/03/2024	WELDON PARTS INC.	15.54	N
143767	12/03/2024	WHITE CAP LP	208.56	N
143768	12/03/2024	WORLD TRADE PRESS	400.00	N
1261982(E)	12/03/2024	ACTIVE NETWORK LLC	285.43	N
1261983(E)	12/03/2024	AMERICAN HERITAGE LIFE INSURANCE	463.59	N
1261984(E)	12/03/2024	CENTURY LINK/LUMEN	844.30	N
1261985(E)	12/03/2024	CENTURY LINK/LUMEN	100.12	N
1261986(E)	12/03/2024	COX COMMUNICATIONS, INC.	1,214.21	N
1261987(E)	12/03/2024	DEARBORN NATIONAL LIFE INSURANC	1,364.00	N
1261988(E)	12/03/2024	DEARBORN NATIONAL LIFE INSURANC	7,515.23	N
1261989(E)	12/03/2024	GREATAMERICA FINANCIAL SERVICES	1,629.50	N
1261990(E)	12/03/2024	LINCOLN NATIONAL LIFE INS CO	7,308.46	N
1261991(E)	12/03/2024	MEDICA INSURANCE COMPANY	162,115.09	N
1261992(E)	12/03/2024	METROPOLITAN UTILITIES DISTRICT	21,591.38	N
1261993(E)	12/03/2024	MID-AMERICAN BENEFITS INC	4,036.09	N
1261994(E)	12/03/2024	OMAHA PUBLIC POWER DISTRICT	48,820.38	N
1261995(E)	12/03/2024	PITNEY BOWES-EFT POSTAGE	1,238.00	N
1261996(E)	12/03/2024	TRAVELERS	21,284.00	N
1261997(E)	12/03/2024	ADP INC	421,413.78	N
1261998(E)	12/03/2024	COLONIAL LIFE & ACCIDENT INS CO	2,089.20	N
1261999(E)	12/03/2024	METLIFE	1,084.33	N
1262000(E)	12/03/2024	MISSIONSQUARE RETIREMENT	70,317.01	N
1262001(A)	12/03/2024	ABM INDUSTRIES, INC	19,027.12	N
1262002(A)	12/03/2024	FRATERNAL ORDER OF POLICE	2,215.00	N
1262003(A)	12/03/2024	HGM ASSOCIATES, INC.	3,493.91	N
1262004(A)	12/03/2024	POLICE & FIREMEN'S INSURANCE	255.66	N
1262005(A)	12/03/2024	UNION BANK & TRUST	50.00	N
1262006(A)	12/03/2024	CITY OF PAPILLION - MFO	246,596.00	N
		TOTAL:	1,923,214.17	

User: LALKEMA

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect wage increases for the Mayor and Council members. Additionally, language recommended by the City Attorney has been added to Section 3 of the ordinance to address pay for an interim city administrator.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Council proposed an adjustment to the salaries of the Mayor and Council members during the adoption of the FY25/FY26 budget. Additionally, the Police Records Clerk position was inadvertently omitted from the compensation ordinance.

Section 3 of the compensation ordinance is also being amended to address salary for an interim city administrator. There is a Council Policy Statement that addresses similar temporary positions for all other employees, however due to the city administrator position being contractual rather than listed on the salary schedule, the City Attorney is recommending the addition of the language to the ordinance. It is the same language as in the Council Policy Statement.

**ORDINANCE NO. 1528**

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 \$11,2318,000 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$2016,000464 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
<b>A</b>				
<b>B</b>		<b>\$15.97</b>	<b>\$18.37</b>	<b>\$20.76</b>
		\$33,217.60	\$38,209.60	\$43,180.80
	Recreation Attendant			
	Circulation Assistant			
	Lifeguard			
<b>C</b>		<b>\$17.10</b>	<b>\$19.66</b>	<b>\$22.23</b>
		\$35,568.00	\$40,892.80	\$46,238.40
	Assistant Pool Manager			
<b>D</b>		<b>\$19.49</b>	<b>\$22.41</b>	<b>\$25.34</b>
		\$40,539.20	\$46,612.80	\$52,707.20
	Administrative Assistant			
	Circulation Specialist			
	Custodian			
	Driver I			
	Laborer (Seasonal)			
	Pool Manager			
	Shop Assistant			
<b>E</b>		<b>\$21.04</b>	<b>\$24.20</b>	<b>\$27.35</b>
		\$43,763.20	\$50,336.00	\$56,888.00
	Administrative Specialist			
	<u>Police Records Specialist</u>			
	Driver II			
	Permit Technician			
<b>F</b>		<b>\$22.73</b>	<b>\$26.14</b>	<b>\$29.55</b>
		\$47,278.40	\$54,371.20	\$61,464.00
	Account Specialist			
	Assistant Events Coordinator			
	Evidence Technician			
	GED Instructor			
	Maintenance Worker I			
	Office Coordinator			
<b>G</b>		<b>\$24.55</b>	<b>\$28.23</b>	<b>\$31.92</b>
		\$51,064.00	\$58,718.40	\$66,393.60
	Landscape Gardener			
	Maintenance Worker II			

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

DEPARTMENT HEAD/ADMINISTRATION SERVICE				
<b>QQ</b>		<b>\$51.72</b>	<b>\$62.06</b>	<b>\$72.41</b>
		\$107,577.60	\$129,084.80	\$150,612.80
	City Clerk			
	Library Director			
	Recreation Director			
<b>RR</b>		<b>\$56.89</b>	<b>\$68.27</b>	<b>\$79.65</b>
		\$118,331.20	\$142,001.60	\$165,672.00
	Community Development Director			
	Finance Director			
	Human Resources Director			
<b>SS</b>		<b>\$62.58</b>	<b>\$75.10</b>	<b>\$87.61</b>
		\$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			
<b>TT</b>		<b>\$68.84</b>	<b>\$82.61</b>	<b>\$96.38</b>
		\$143,187.20	\$171,828.80	\$200,470.40
<b>UU</b>		<b>\$82.61</b>	<b>\$99.13</b>	<b>\$115.65</b>
		\$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
<b>426 Pay Grade</b>						
Hourly				\$48.85	\$50.88	\$54.11
Monthly				\$8,467	\$8,819	\$9,379
Annually				\$101,608	\$105,830	\$112,549
<b>423 Pay Grade</b>						
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

<b>SDLEA</b>				
<b>Rate</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>	
<b>Director of Training</b>				
Hourly	\$ 34.63	\$ 41.57	\$ 48.52	
Monthly	\$ 6,003	\$ 7,206	\$ 8,410	
Annually	\$ 72,034	\$ 86,475	\$ 100,915	
<b>Police Training Instructor</b>				
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. 150428 Ordinance No.150428 originally passed and approved on the 15th day of DecemberOctober 20234 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 15TH3RD DAY OF OCTOBERDECEMBER-2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND MUNICIPAL CODE – ETJ RIGHT OF WAY PERMITTING CHAPTERS 92-94	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

An ordinance has been prepared to amend several sections in Chapters 92, 93, and 94 of the La Vista Municipal Code to clarify that requirements of the code pertaining to street right of way or public property shall also apply to right of way and public property in the City's extraterritorial zoning jurisdiction (ETJ). This will expressly authorize the city to perform permit review and regulation for utility installation requests for communications facilities in the right of way in the ETJ.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has received several requests from utility providers and sanitary improvement districts within the City's ETJ to review utility installation permit requests for construction activity in the right of way of sanitary improvement districts located within the City's 2-mile extraterritorial zoning jurisdiction. To ensure that this construction activity adheres to the right of way requirements, construction standards, and procedures of the City, as these areas may one day be annexed and maintained by the City of La Vista, staff are proposing these amendments to the Municipal Code to clarify and authorize this permitting activity.

Following these municipal code amendments will be interlocal agreements with several sanitary improvement districts that will authorize the City to perform the permitting duties for construction activity in the right of way relating to communications facilities, and to receive revenues in connection with the private uses of street right of way or public property of the SID.

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

AN ORDINANCE TO AMEND SECTIONS 92.15, 93.001, 93.002, 93.003, 93.004, 93.005, 93.006, 93.007, 93.024, 93.045, 93.046 AND 93.047 OF THE LA VISTA MUNICIPAL CODE REGARDING WORK IN OR AFFECTING STREET RIGHT OF WAY; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES PREVIOUSLY ENACTED, SEVERABILITY AND THE EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

**Section 1. Amendment of Section 92.15.** Section 92.15 of the La Vista Municipal Code is hereby amended to read as follows:

**“§ 92.15 DEFINITION.**

(A) *General definition.* A nuisance consists in doing any unlawful act, omitting to perform a duty or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- (1) Injures or endangers the comfort, repose, health or safety of others;
- (2) Offends decency;
- (3) Is offensive to the senses;
- (4) Unlawfully interferes with, obstructs, tends to obstruct or renders dangerous for passage any stream, public park, parkway, square, street or highway in the city or in the city's extraterritorial zoning jurisdiction;
- (5) In any way renders other persons insecure in life or the use of property; or
- (6) Essentially interferes with the comfortable enjoyment of life and property or tends to depreciate the value of the property of others. ('79 Code, § 4-301)

(B) *Specific definition.* The maintaining, using, placing, depositing, leaving or permitting of any of the following specific acts, omissions, places, conditions and things are hereby declared to be nuisances:

- (1) Any odorous, putrid, unsound or unwholesome grain, meat, hides, skins, feathers, vegetable matter or the whole or any part of any dead animal, fish or fowl;
- (2) Privies, vaults, cesspools, dumps, pits or like places which are not securely protected from flies or rats, or which are foul or malodorous;
- (3) Filthy, littered or trash-covered cellars, houseyards, barnyards, stableyards, factory- yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings or premises;
- (4) Animal manure in any quantity which is not securely protected from flies and the elements, or which is kept or handled in violation of any ordinance of the city;
- (5) Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish or any waste vegetable or animal matter in any quantity, provided that nothing herein contained shall prevent the temporary retention of waste in receptacles in a manner provided by the health officer of the city, nor the dumping of non-putrefying waste in a place and manner approved by the health officer;
- (6) Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, bric-a- brac, broken stone or cement, broken crockery, broken glass, broken plaster and all trash or abandoned material, unless the same be kept in covered bins or galvanized iron receptacles;

(7) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, old automobiles or parts thereof, or any other waste materials when any of the articles or materials create a condition or harborage in which flies, rats, or rodents may breed or multiply, or which may be a fire danger or which are so unsightly as to depreciate property values in the vicinity thereof;

(8) Any unsafe or unsightly building, billboard or other structure, any old, abandoned or partially destroyed building or structure or any building or structure commenced and left unfinished, which buildings, billboards or other structures are either a fire hazard, a menace to the public health or safety or are so unsightly as to depreciate the value of property in the vicinity thereof;

(9) All places used or maintained as junk yards, dumping grounds or for the wrecking and dissembling of automobiles, trucks, tractors or machinery of any kind, or for the storing or leaving of worn-out, wrecked or abandoned automobiles, trucks, tractors or machinery of any kind, or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others, or which are so unsightly as to tend to depreciate property values in the vicinity thereof;

(10) Stagnant water permitted or maintained on any lot or piece of ground. Stagnant water is defined as water which stands upon premises in such a manner, and over such a period of time, that it is likely to become a breeding place for mosquitoes;

(11) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens or any other place, building or enclosure in which animals or fowls of any kind are confined or on which are stored tankage or any other animal or vegetable matter, or on which any animal or vegetable matter including grain is being processed, when the places in which the animals are confined, or the premises on which the vegetable or animal matter is located are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom to the annoyance of inhabitants of the city or are maintained and kept in such a manner as to be injurious to the public health; or

(12) All other things specifically designated as nuisances elsewhere in this code or applicable state law;

(13) Storage, accumulation, keeping, placing or allowing to remain of trash, garbage, scrap and wrecked, worn-out, broken or inoperative or partially destroyed or disassembled personal or real property of any kind, including any motor vehicles, tractors, trailers, machinery and equipment;

(14) Any lots or pieces of ground within the city or within the city's extraterritorial zoning jurisdiction that have (or have on adjoining streets or alleys) any growth in excess of 12 inches of weeds, grasses or other worthless vegetation or nuisance thereon, excluding city approved plantings, structures, devices or facilities for purposes of weed or erosion control, neighborhood enhancement and/or wildlife promotion or storm water quality, detention, management or control. Without limiting the foregoing provisions of this division (14), it shall be the duty of any person owning, leasing, occupying, or controlling any lot or piece of ground in the jurisdiction to prevent the growth of noxious weeds or other worthless vegetation thereon, including without limitation, cockleburs, thistles, ragweed, burdock, and wild lettuce thereon. ('79 Code, § 4-301.01) (Ord. 646, passed 5-7-96; Am. Ord. 1257, passed 7-7-15; Am. Ord. 1352, passed 7-2-19)

**Statutory reference:** Authority to regulate and abate nuisances, see Neb. RS 18-1720

**Cross reference:** Stagnant waters, weeds and litter, see § 133.01

**Section 2.** Amendment of Section 93.001. Section 93.001 of the La Vista Municipal Code is hereby amended to read as follows:

**“§ 93.001 DEFINITIONS.**

The following definitions shall be applied throughout this chapter. When no definition is specified, the normal dictionary usage of the word shall apply:

**BUILDING INSPECTOR.** Unless otherwise required by applicable state statute, the chief building official, city engineer or any other city official or employee who from time to time is assigned or undertakes any responsibility or action to carry out this chapter 93 or any part thereof on behalf of the city.

**CODE.** The La Vista Municipal Code.

**CORNER.** The point of intersection of the lines of two street curb faces extended into the street intersection.

**CURB PARKING SPACE.** A length of curb equal to 20 feet where an automobile or other vehicle can park.

**CURB RETURN.** The portion of the curb next to a driveway approach which included the radius of curvature, or the ramp-type lug on commercial or industrial-type pavements and which connects the driveway approach to the street curb.

**DRIVEWAY.** A place on private property for the operation of automobiles or other vehicles.

**DRIVEWAY APPROACH.** An area, construction, or facility between the roadway of public streets and private property intended to provide access for vehicles from the roadway of a public street to private property. For clarification, a DRIVEWAY APPROACH must provide access to something definite on private property such as a parking area, a driveway, or a door at least seven feet wide, intended and used for the entrance of vehicles.

**OBSTRUCTION.** Any use, construction, or placement in the street right-of-way other than public infrastructure.

**OCCUPANT.** The person or persons actually occupying the lot, land, or real estate, whether he or she be tenant, lessee, or owner.

**OUTSIDE SIDEWALK LINE.** A line parallel to the property line lying along the edge of the sidewalk nearest the street, roadway, or curb; or where no sidewalk exists, a line in the street right-of-way parallel to and four feet from the property line.

**OWNER.** The person or persons holding the legal title of record to the lot, land, or real estate.

**PERMIT.** Any written permission of the city from time to time allowing particular uses, facilities, improvements or obstructions of or within street right-of-way of the city or its extraterritorial zoning jurisdiction, including without limitation any permit, license, agreement or franchise issued, entered or approved by the City Council, Building Inspector, City Engineer, or other representative of the city, upon submission of such application, plans, specifications, other information and security as the Public Works Director or his or her designee requires and payment of applicable fees, and containing such terms and conditions as satisfactory to such City Council, Building Inspector, City Engineer, or other representative. An application for a permit shall not be construed to vest any rights in the applicant or limit the right of the City Council, Building Inspector, City Engineer, or any other representative of the city to deny a permit that would adversely affect or jeopardize the street right-of-way, create a traffic hazard or endanger public safety or welfare, or to refuse or terminate a permit for failure to comply with applicable requirements or conditions.

**PERMITTED OBSTRUCTIONS.** Uses permitted by § 93.002 to the extent specifically permitted.

**PERSON.** Any individual, corporation, partnership, joint venture, joint stock company, association, firm, company, or entity of any kind or nature.

**PUBLIC INFRASTRUCTURE.** Streets, sanitary sewers, storm drainage, and other items of infrastructure owned and maintained by the city for the benefit of the public.

**ROADWAY.** That portion of a street or highway improved, designed, or ordinarily used for vehicular travel. In the event a highway includes two or more separate roadways, the term ROADWAY as used herein shall refer to any such ROADWAY separately but not to all such ROADWAYS collectively.

**SIDEWALK SPACE.** That portion of the street right-of-way between the curb line and adjacent property line.

**STREET.** A public way for the purpose of vehicular and pedestrian travel in the city or in the city's extraterritorial zoning jurisdiction.

**STREET RIGHT-OF-WAY.** The entire right-of-way of dedicated streets of the city or the city's extraterritorial zoning jurisdiction, including but not limited to parkings, sidewalks, paved portions of streets, and areas between sidewalks and paved portions of the streets."

**Section 3. Amendment of Section 93.002.** Section 93.002 of the La Vista Municipal Code is hereby amended to read as follows

### **“§ 93.002 STREET RIGHT-OF-WAY; PERMITTED OBSTRUCTIONS.**

(A) *Obstructions prohibited.* It shall be unlawful for any person other than the city or its designee to obstruct, encumber, or encroach upon any street right-of-way, including but not limited to placing anything living or nonliving, in, on, over, across, or under the street right-of-way, or allowing it to remain, except for items of public infrastructure and those exceptions set forth in divisions (B) through (K), inclusive, of this section.

(B) *Exception; sidewalks and driveway approaches.* Paved sidewalks and driveway approaches in accordance with city specifications are permitted in the street rights-of-way.

(C) *Exception; sidewalk space; grass and appropriate substitutes.* Turf grass or an appropriate commercial grade landscaping substitute, such as decorative gravel, river rock, tree bark or mulch, bricks, or pavers, is permitted in the unpaved area of the sidewalk space. Such turf grass and appropriate substitutes must be maintained in a neat and orderly appearance. In no event shall grass be allowed to grow longer than 12 inches. Materials used in lieu of turf grass shall be of good quality, uniform and suitable for such use, taking into account the surrounding neighborhood. Gravel and river rock used generally must be three inches in diameter or less. Bricks and pavers must be installed and maintained at grade, without mortar, cement, or similar materials, and level with abutting pavement, including but not limited to curbs, sidewalks, and driveway approaches, in a manner that provides for stable footing and easy removal and access on, in, across, under, and over the street right-of-way.

(D) *Exception; sidewalk space; trees, shrubs, bushes, landscaping, and sprinkler systems; permit.*

(1) Trees, shrubs, bushes, landscaping, and lawn sprinkler systems placed in the street right-of-way after December 31, 2001 ("permit date") pursuant to a permit issued by the City Building Inspector to the owner of the lot or ground adjacent to the right-of-way are permitted. Any person desiring a permit under this division (D)(1) must submit a written application to the Building Inspector on forms provided by the city. Permits for trees, shrubs, bushes, and landscaping after the permit date shall be subject to approval of the city and only may be granted for subdivision entrances in, on, or along boulevards or street medians or to provide a buffer between zoning districts. Only official trees, shrubs, and bushes pursuant to § 94.02 may be planted in the street right-of-way. Sprinkler systems in the street right-of-way shall have all lines installed below grade, and the systems shall be

installed and maintained in accordance with specifications established by the Building Inspector. Sprinkler heads in the street right-of-way shall be positioned as close to the right-of-way boundary lines as possible but shall not be closer than two feet to any curb, nor spray on, across, or over any sidewalk, street, or pavement in the street right-of-way.

(2) Trees, shrubs, and bushes growing and sprinkler systems installed in the street rights-of-way on or before the permit date shall be allowed to remain if the owner of the lot or ground adjacent to the right-of-way files a written application for a permit, along with payment of any applicable fee, with the City Building Inspector on forms provided by the city no later than December 31, 2003, and the Building Inspector issues a permit, provided, however, that no such tree, shrub, bush, or sprinkler system shall be replaced unless the requirements of division (D)(1) above are satisfied. No fee shall be charged to obtain a permit if the application is properly completed and filed on or before December 31, 2002. For applications filed between January 1, 2003, and December 31, 2003, the required fee shall be \$100 and must be paid when the application is filed with the city.

(E) *Exception; trees, bushes, and shrubs near street right-of-way; setback requirements.* Trees, bushes, and shrubs on any lot or piece of ground adjacent to the street right-of-way are an obstruction to the extent they are so close to the right-of-way as to interfere with utilities, use of the right-of-way, or public improvements thereon. In order to prevent such obstructions, reasonable setback requirements are necessary. Accordingly, trees, bushes, and shrubs on any piece of ground or lot adjacent to the street right-of-way are permitted so long as:

- (1) Trees are planted and growing no closer than two feet to the lot line adjacent to the street right-of-way, regardless of whether there is a sidewalk abutting the lot or piece of ground; and
- (2) Said trees, bushes, and shrubs do not interfere with use of the street right-of-way or any public work, improvement, utility lines, or equipment on, in, over, across, or under the street right-of-way or any work thereon. On and after the permit date, only species described in § 94.02 may be planted on lots or grounds along street right-of-way with respect to any tree, bush, or shrub, any part of which is in, on, over, across, or under said right-of-way.

(F) *Exception; trees, bushes, and shrubs in or near: street right-of-way; clearance requirements.* The owner or occupant of any lot or piece of ground adjacent to any street right-of-way over which there extends the branches or limbs of any tree, bush, or shrub (regardless whether or not it is planted in the street right-of-way or adjacent lot or ground) shall at all times keep said branches and limbs trimmed to the height of at least eight feet above the surface of the sidewalk and at least 15 feet above the surface of the roadway. It shall be the duty of the owner or occupant of such premises to keep all such trees, bushes, and shrubs maintained, pruned, and trimmed at all times to comply with the requirements of this division (F), as well as divisions (D) and (E) of this section and Chapter 94 of this code.

(G) *Exception; temporary obstructions; permit.* Temporary obstruction of the street right-of-way is permitted for the erection, construction, reconstruction, wrecking, or repairing of any building or part thereof, construction or repair of any pavement, utility or other work or improvement, or any other use, within or adjacent to any street right-of-way, pursuant to and for the period of time allowed in a permit issued by the City Building Inspector. Any person desiring a permit under this division or any other part of this chapter, unless otherwise specified, must submit a written application and required documentation to the Building Inspector on forms provided by the city, and pay the applicable fees. Permits shall not be granted for more than obstruction of the sidewalk space and one-third of the roadway of the street right-of-way upon which utilities or improvements will be constructed or work will be performed, or of the street right-of-way adjacent to the premises on which a building or pavement is to be constructed, reconstructed, demolished, or repaired or work performed. Permits shall be subject to the applicant maintaining a safe and suitable worksite and walkway within the street right-of-way, protected and lighted in the manner required by the Building Inspector. Any permit holder shall have the site, including but not limited to all excavations, work, equipment; and dangerous conditions, protected and guarded by suitable guards or barricades by day and barricades and warning lights at night; and the failure to do so shall result in the halting of work until compliance to the satisfaction of the Building Inspector and/or revocation of permit.

(H) *Exception; utilities.* Sewers, utilities, telecommunications and cable lines, and equipment in, on, across, over, or under the street right-of-way are permitted pursuant to a current permit, license, or agreement with the city.

(I) *Exception; mailboxes.* Standard mailboxes comprised of a single metal pole and box satisfying applicable standards and specifications of the United States Postal Service, as revised from time to time, are permitted in the sidewalk space. Mailboxes of other construction in the sidewalk space as of the permit date are permitted to remain so long as they are in conformity with applicable standards and specifications of the United States Postal Service, as revised from time to time, provided, however, that any such mailbox shall be replaced with a standard mailbox satisfying the requirements of the first sentence of this division (I) in the event the mailbox is removed, repaired, modified or replaced or, in the determination of the City Building Inspector, is in need of replacement or substantial modification or repair.

(J) *Exception; fences and retaining walls.* Any fence or retaining wall, or any part thereof, installed or encroaching in, on, under, over, or across the street rights-of-way on or before the permit date shall be allowed to remain, if the owner of the lot or ground adjacent to the right-of-way files a written application with the City Building Inspector (on forms provided by the city) no later than December 31, 2003, and the Building Inspector issues a permit, provided, however, that, in the event that any such fence or retaining wall is removed, repaired, modified, or replaced or is in the determination of the Building Inspector in need of replacement or substantial modification or repair, it shall be moved, removed, or relocated so that it is no longer installed or encroaching in, on, under, over, or across the street right-of-way or any part thereof.

(K) *Exception; areas zoned Mixed Use City Centre District or C-3 Highway Commercial Office Park District.* So much of the street right-of-way in areas zoned Mixed-Use City Centre District or C-3 Highway Commercial Office Park District as may be subject to such uses or improvements designated or authorized in a permit issued by the Building Inspector in connection with the following, subject to such conditions as specified in applicable laws, rules, or regulations, or in the permit or any agreement required by the Building Inspector in connection with said permit, provided, however, the proposed improvements or uses do not interfere with use by the general public of portions of the right-of-way designated in the permit, agreement, or otherwise by the Building Inspector for ordinary pedestrian purposes:

- (1) Improvements or property in, on, over or beneath the street right-of-way, of occupants or an owners association of property adjacent to such street right-of-way, including without limitation, landscaping, streetscaping, street furniture, or retaining walls;
- (2) Improvements or property in the air space over any street right-of-way of buildings or other improvements adjacent to the street right-of-way, including without limitation, pedestrian overpasses, awnings, balconies or signs that project over such street right-of-way; or
- (3) Improvements or property in, on, over, or beneath the sidewalk space of occupants of restaurants adjacent to such sidewalk space for dining.

('79 Code, § 8-102) (Am. Ord. 849, passed 11-20-01; Am. Ord. 1294, passed 9-6-16)

**Statutory reference:**

Municipal authority, see Neb. RS 16-207 and 16-210

Authority to regulate and abate nuisances, see Neb. RS 18-1720

**Cross-reference:**

Tree management, see Chapter 94"

**Section 4. Amendment of Section 93.003.** Section 93.003 of the La Vista Municipal Code is hereby amended to read as follows

**“§ 93.003 EXCEPTIONS; ADDITIONAL CONDITIONS; REMOVAL; PROCEDURE.**

(A) Permitted obstructions on, in, over, under, or across the street right-of-way pursuant to § 93.002 are further subject all of the following divisions (B) through (I) of this section.

(B) Any exception listed in divisions (B) through (I) of this section shall constitute an obstruction, though permitted to the extent specified. Any person who obtains a permit for, places, installs, locates, maintains, or uses any obstruction on, in, across, over, or under said right-of-way, shall maintain it in good, orderly and working condition and repair so as not to interfere with public use of the street rights-of-way, public improvements, utilities or other permitted uses, and in accordance with all applicable provisions of the code. Further, said person shall be solely liable and responsible for all claims, losses, liabilities, costs, and expenses whatsoever, arising out of or resulting from the obstruction, including but not limited to property damage, installation, maintenance, repair, replacement, reinstallation, removal, personal injury, and death. Utilities described in § 93.002(H) or other obstructions that are allowed within the street rights-of-way shall be maintained by and be the responsibility and liability of the person placing them in the right-of-way or obtaining a permit, license, or agreement with the city. The city shall have no obligation or liability whatsoever with respect to any obstruction placed in the street right-of-way pursuant to this chapter or its damage or removal.

(C) Any obstructions placed or allowed to continue in the street right-of-way pursuant to this chapter in connection with a property fronting on such street right-of-way shall be maintained in a neat and orderly appearance and in good repair and condition by the owner or occupant of the property fronting on that portion of the street right-of-way on which the obstruction is located. The Building Inspector is hereby authorized to include in any permit issued pursuant to this chapter such terms and conditions as he or she determines necessary or advisable, including but not limited to specifications and/or requirements regarding maintenance, repair, and removal, so long as not in conflict with any express provision of this chapter or other provision of the code. Notwithstanding any other provision of this chapter to the contrary with the exception of division (F) below, the Building Inspector shall be authorized to revoke any permit issued under this chapter for failure to comply with any term or condition of the permit upon ten days advance written notice to the permittee, in which case, the obstruction shall be unpermitted, prohibited, and subject to removal under this chapter.

(D) (1) The city retains sole, full, and absolute right and authority to regulate and use (and authorize the use of) street rights-of-way, and nothing in this subchapter or in any permit or agreement issued or entered into by the city shall constitute or be interpreted as:

- (a) Creating any license, right, or interest whatsoever in any person to any street right-of-way;
- (b) Abrogating or limiting the right of the city, its licensees, or designees to perform any public works or public improvements at any time;
- (c) A waiver of any other applicable code, ordinance, or regulation of the city or of the city's right to require any permit thereunder;
- (d) A waiver or release of any rights of the city in or to the street rights-of-way; or
- (e) Limiting the city's rights or authority with respect to said street rights-of-way.

(2) Any permission granted pursuant to this subchapter to place any obstruction in any right-of-way or allow it to remain shall be subject to all other laws, ordinances, rules, and regulations of the city and may be entirely or partially revoked or revised at any time by the City Council.

(E) Any dead or diseased tree in the street right-of-way, or any obstruction that is not permitted or is in violation of this subchapter shall be deemed to be a nuisance and subject to removal. The city may at any time remove or direct the removal of any obstruction:

- (1) That is deemed to be a nuisance hereunder;
- (2) That in the sole determination of the city interferes with use of the street rights-of-way by the city or its designees, franchisees or licensees, creates or increases risk of death, injury, or property damage, or is damaged, deteriorated, or in disrepair; or

(3) As is necessary for the city, its designee, franchisee, or licensee to perform any public work or improvement.

(F) In addition to any other authority of the city with respect to street rights-of-way under the code, state statute, or other applicable law, the Building Inspector or his or her designee shall be authorized to remove, without any prior notice, any obstruction described in division (E) of this section and not planted or installed below grade in the street right-of-way, or in the event of an emergency or when immediate removal is required in the interests of public health, safety, or welfare. In either case and in addition to other available remedies, the Building Inspector or his or her designee shall be authorized to, upon 30 days advance written notice, levy and assess all or any portion of the cost and expense of the work to the persons placing the obstruction in the street right-of-way, or to the property owners, occupants and lots or pieces of ground fronting on that portion of the street right-of-way on which the work is done if such obstructions is connected with such lots or pieces of ground.

(G) In all cases other than described in division (F) of this section, notice shall be given prior to removal of an obstruction from the street right-of-way. In the case of any dead or diseased trees, notice must be given describing the nuisance, to abate and remove the trees, and of the right and manner to request a hearing. In all other cases, the notice shall describe the reason that removal is required and direct such removal. All notices shall also state that the obstruction must be removed by the owner or occupant, at his or her sole cost and expense (or at the expense of the person placing the obstruction in the right-of-way), by the specified date, and if not removed by that date, the city shall have the option to remove it or have it removed at the owner's or occupant's sole cost and expense (or at the expense of the person placing the obstruction in the right-of-way). Notices hereunder shall be given personally or by certified mail to each owner, or his or her duly authorized agent, and to the occupant, if any, of the lots or pieces of ground fronting on the portion of the street right-of-way on which the obstruction is located if such obstruction is connected with such lots or pieces of ground. In the event a property owner is not a resident of the county in which the lot or piece of ground is located, the notice shall be sent to the address listed on the tax rolls at the time the notice is first given.

(H) Removal of any obstruction pursuant to divisions (E) through (G) shall be at the sole cost and expense of the person placing the obstruction in the right-of-way, or of the property owners or occupants of the lots or pieces of ground fronting on that portion of the street right-of-way on which the work is done if such obstructions is connected with such lots or pieces of ground. If within 30 days after notice of removal in division (G) of this section is given, neither the owner nor the occupant complies with the order to abate and remove the obstruction (and in the case of dead or diseased trees, neither the owner nor the occupant requests a hearing), the City Building Inspector or his or her designee may do the work or have it done at the sole cost and expense of the persons placing the obstruction in the street right-of-way, or of the owners or occupants of the lots or pieces of ground fronting thereon if such obstructions is connected with such lots or pieces of ground. Any amount that is not paid shall be levied and assessed upon any lots or grounds specially benefitted from the work as special assessment.

(I) A permit to place, maintain, or continue any obstruction in the right-of-way pursuant to this chapter shall be subject to all provisions of this chapter, which provisions shall be deemed part of and incorporated into each such permit as if set forth therein and shall be enforceable against permittee and permittee's successors and assigns, including without limitation all successors in interest to lots or ground fronting on that portion of street right-of-way on which the obstruction is located with respect to obstructions connected with such lots or pieces of ground.

(^79 Code, § 8-103) (Am. Ord. 849, passed 11-20-01; Am. Ord. 1275, passed 4-5-16)

**Statutory reference:**

Municipal authority, see Neb. RS 16-207 and 16-210

Authority to regulate and abate nuisances, see Neb. RS 18-1720

**Cross-reference:**

Tree management, see Chapter 94"

**Section 5. Amendment of Section 93.004.** Section 93.004 of the La Vista Municipal Code is hereby amended to read as follows

**“§ 93.004 WORK IN OR AFFECTING STREET RIGHT OF WAY; REQUIREMENTS.**

Any work, improvements or obstructions that the city permits within or affecting street right-of-way shall commence and be carried out and completed as expeditiously and efficiently as possible pursuant to such plans, specifications, conditions and schedule as specified in the application or permit approved or issued by the Building Inspector, in accordance with applicable laws, rules and regulations, including without limitation the One-Call Notification System Act found in Neb. Rev. Stat. Section 76-2301 through 76-2334 (“Act”), and without unnecessary delay, interruption, boring, excavation, debris, materials or equipment, or interference with or impact on such street right-of-way or other property, or use thereof. The Building Inspector shall be authorized to limit the scope and duration of any permit to work and improvements that the Building Inspector determines can be completed within a time period specified by the Building Inspector.

Obstructions, progress and completion of work or improvements, and restoration of street right-of-way or other property upon completion of any work or improvements, shall be subject to such reviews, approvals and conditions to the satisfaction of the Building Inspector as the Building Inspector specifies from time to time in connection with an application or permit. Not in limitation of the immediately preceding sentence, temporary obstructions shall be removed and all street right-of-way or other property shall be restored to the condition existing before any work or improvements. A permit automatically shall terminate and all obstructions, work and improvements within street right of way shall cease without any notice or action required of any party if the Building Inspector determines that commencement, progress or completion of work, or any material part thereof, is delayed more than 30 days, or that any obstruction, work, or improvement negatively affects or jeopardizes public safety or welfare or any other property. Upon any such termination, obstructions of or within street right-of-way in connection with work or improvements shall be removed and all street right-of-way or other property shall be restored to the condition existing before such work or improvement, and a new application and permit shall be required before commencing or resuming any excavation, work or improvements within or affecting street right-of-way, together with payment of all applicable fees, costs and expenses of the city, including without limitation costs or expenses of the city to identify and mark any underground facilities that previously were identified and marked in connection with a permit that terminated. Provided, however, the Building Inspector shall be authorized to extend a permit for such period of time as the Building Inspector determines necessary or appropriate if the person requesting the extension demonstrates to the satisfaction of the Building Inspector good cause for the delay, meaning the delay was caused by factors beyond the reasonable control of permit holder that were not reasonably foreseeable. To be considered, a request for extension must be submitted 15 or more days prior to the expiration of the permit. Any extension that is granted shall be subject to prior payment of all applicable fees, costs and expenses of the city, including without limitation all costs or expenses of the city to identify and mark underground facilities that were previously identified or marked, as determined by the Building Inspector.

Except as otherwise expressly provided to the contrary, provisions and powers under chapter 93 shall be cumulative and independent, and additional and supplemental to all other provisions and powers under applicable law, provisions and grants of power, authority, rights, or discretion to the city or its designees under chapter 93 shall be liberally construed, and all incidental powers necessary to carry the provisions of chapter 93 into effect are hereby expressly authorized.

Statutory references: Neb. RS 16-207, 16-240, 16-246, 16-609, 16-901 through 16-905, 18-1720, and 76-2301 through 76-2334”

**Section 6. Amendment of Section 93.005.** Section 93.005 of the La Vista Municipal Code is hereby amended to read as follows

**“§ 93.005 SCOPE; EXTRATERRITORIAL ZONING JURISDICTION.**

Requirements of chapter 93 applicable to street right-of-way or other public property of the city also shall apply with respect to street right-of-way and other public property within the city's extraterritorial zoning jurisdiction, as such extraterritorial zoning jurisdiction is established or modified from time to time, to be enforced and carried out as the Building

Inspector in his or her discretion from time to time determines necessary or appropriate. To clarify and not limit the previous sentence, references to "street", "street right-of-way" or "right-of-way" in chapter 93 shall be deemed to include streets, street right of way and right of way within the city or within the city's extraterritorial zoning jurisdiction, and written permission of the city in an agreement or permit in form and content satisfactory to the Building Inspector shall be required in connection with any application or proposed use, facilities, work, improvements or obstructions of or within street right-of-way of the city or its extraterritorial zoning jurisdiction. Any such use, facilities, work, improvements or obstructions shall be subject to such laws, rules or regulations as the city adopts or approves from time to time, and such policies, procedures, agreements, permits, terms, conditions, requirements or approvals as the mayor, city council or city administrator, or any designee of the mayor, city council or city administrator, specifies, determines, approves or requires from time to time.

Statutory references: Neb. RS 16-207, 16-240, 16-246, 16-609, 16-901 through 16-905, 18-1720"

**Section 7. Amendment of Section 93.006.** Section 93.006 of the La Vista Municipal Code is hereby amended to read as follows

**“§ 93.006 WEEDS, GARBAGE, INOPERABLE VEHICLES.**

Refer to § 133.01 of this code. ('79 Code, § 8-104) (Am. Ord. 849, passed 11-20-01)"

**Section 8. Amendment of Section 93.007.** Section 93.007 of the La Vista Municipal Code is hereby amended to read as follows

**“§ 93.007 ACQUISITION OF REAL PROPERTY.**

The city, when acquiring an interest in real property by purchase or eminent domain, shall do so:

(A) Only after the City Council has authorized the acquisition by action taken in a public meeting after notice and public hearing; and (Neb. RS 18-1755)

(B) Pursuant to Neb. RS 25-2501 to 25-2506, except that the requirements of those sections shall not apply to:

(1) Water transmission and distribution pipelines and their appurtenances, and common carrier pipelines and their appurtenances; or

(2) Acquisition of property for a proposed project involving the acquisition of rights or interests in ten or fewer separately owned tracts, or when the acquisition is within the corporate limits of the city; or

(3) Municipalities which acquire property through the process of platting or subdivision or for street or highway construction or improvements. ('79 Code, § 8-105) (Ord. 633, passed 9-19-95; Am. Ord. 849, passed 11-20-01)"

**Section 9. Amendment of Section 93.024.** Section 93.024 of the La Vista Municipal Code is hereby amended to read as follows

**“§ 93.024 SPECIFICATIONS, FEES, PERMITS.**

(A) All concrete sidewalks hereafter laid, constructed, or reconstructed along any street or avenue in the city or in the city's extraterritorial zoning jurisdiction shall be four inches in depth in, on, or abutting any area, tract, or lot zoned any residential classification; shall be six inches in depth in, on, or abutting any area, tract, or lot zoned any commercial or industrial classification; and shall be built in conformity with such other specifications as may be prepared by the Mayor and City Council, the City Engineer, or the Building Inspector.

(B) Any person desiring to construct or to cause to be constructed any sidewalk on any street or avenue abutting his or her property in the city shall obtain a permit as hereinafter provided, and it shall be unlawful for any person to construct any sidewalk without first having obtained a permit. Application for the permit shall be made in writing to and filed in the office of the City Clerk. The application shall in each case be accompanied by a permit fee in an amount which shall be set from time to time by the Mayor and City Council, a current record of which shall be maintained by the City Clerk and shall give a description of the lot or piece of land along which it is desired to construct the sidewalk. The City Clerk shall issue the permit unless good cause shall appear why the permit should be denied; provided, that if it is desired to construct a sidewalk other than at the regularly prescribed location, grade or elevation, the City Clerk shall submit the application to the Mayor

and City Council, who shall determine whether the permit shall be granted or denied. When a permit is issued for the construction of a sidewalk, the Building Inspector, or other person appointed by the City Council, shall approve the location, grade and elevation of the sidewalk, and it shall be unlawful for any person to construct, or cause to be constructed, such sidewalk at any other location, grade or elevation than that so approved.

('79 Code, § 8-310) (Ord. 96, passed - -) Penalty, see § 93.999"

**Section 10.** Amendment of Section 93.045. Section 93.045 of the La Vista Municipal Code is hereby amended to read as follows

**"§ 93.045 EXCAVATION.** It shall be unlawful for any person to use, obstruct or make any excavation or improvement within any street, or streets, or street right-of-way for any purpose whatsoever unless a written permit is issued by the Public Works Director or his or her designee authorizing such use, obstruction, excavations or improvement, upon submission of such application, plans, specifications, other information and security as the Public Works Director or his or her designee specifies from time to time and payment of applicable fees, and containing such terms and conditions as satisfactory to such Public Works Director or his or her designee.

('79 Code, § 8-406) Penalty, see § 93.999

**Statutory reference:**

Municipal authority, see Neb. RS 16-609"

**Section 11.** Amendment of Section 94.06. Section 94.06 of the La Vista Municipal Code is hereby amended to read as follows

**"§ 94.06 OBSTRUCTION, PRUNING, REMOVAL.**

(A) All trees, shrubs and bushes within the city or city's extraterritorial zoning jurisdiction shall be pruned or caused to be pruned by the owner or occupant to prevent such trees or shrubs from obstructing the light from any street lamp, the visibility of any traffic control device or sign, the passage of pedestrians on sidewalks or the view of any street or alley intersection. The minimum clearance of any overhanging branches or limbs should be 15 feet above all streets and eight feet above sidewalks.

(B) All shrubs and hedges defined as street trees in § 94.01 shall be kept trimmed by the abutting property owner at least two feet back from all curbs, sidewalks, driveways or alleys; and the same shall at all times be kept trimmed to a height not greater than 30 inches above the top of the curb, unless the city shall have, upon written application of the owner or occupant, determined that a greater height would not constitute a hazard to pedestrians or vehicular traffic.

('79 Code, § 8-606) Penalty, see § 94.99"

**Section 12.** Amendment of Section 94.07. Section 94.07 of the La Vista Municipal Code is hereby amended to read as follows

**"§ 94.07 DEAD OR DISEASED TREES.** All trees and shrubs within the city or the city's extraterritorial zoning jurisdiction shall be pruned or removed when such trees or shrubs constitute a hazard to life or property or harbor insects or disease which constitute a threat to other trees or shrubs.

('79 Code, § 8-607) Penalty, see § 94.99 Cross reference: Dead or diseased trees, § 92.21"

**Section 13.** Repeal. Sections 92.15, 93.001, 93.002, 93.003, 93.004, 93.005, 93.006, 93.007, 93.024, 93.045, 93.046 and 93.047 and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof are hereby repealed.

**Section 14.** Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this

ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**Section 15. Effective Date.** This ordinance shall be in full force and effect from and after passage, approval and publication in book or pamphlet form or as otherwise provided by law.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #133	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve an interlocal cooperation agreement with Sanitary Improvement District #133 (Southridge) to authorize the City to perform the permitting and regulation of communications facilities and construction activity in rights of way within SID #133, within the City of La Vista's extraterritorial zoning jurisdiction.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has received requests from utility providers to install communications facilities within the right of way in SID #133, and as SID #133 is located within the City's ETJ and is planned to be annexed into the City in the future, staff recommends the permitting arrangement and execution of the interlocal agreement to ensure that the construction activity adheres to the right of way requirements, construction standards, and procedures of the City. The interlocal agreement also authorizes the City to receive revenues in connection with the private uses of street right of way or public property of the SID to offset the expenses related to the permitting and oversight.

A copy of the proposed interlocal agreement signed by SID #133 is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY IMPROVEMENT DISTRICT #133 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #133 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #133 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #133 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #133 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into on the last date below written, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 133 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID") and the CITY OF LA VISTA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City").

1. The parties make and agree to the following findings and determinations.

a. City is a city of the first class duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapters 16, 18 and 19 of the Nebraska Revised Statutes.

b. SID is a sanitary and improvement district within the City's extraterritorial zoning jurisdiction duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapter 31 of the Nebraska Revised Statutes, and included within its boundaries, as set forth in the plat filed with the Sarpy County Register of Deeds in Book 8, Page 67 on March 19, 1985, the plat filed with the Sarpy County Register of Deeds as Instrument No. 90-03409 on March 16, 1990, and the plat filed with the Sarpy County Register of Deeds as Instrument No. 91-11195 on July 26, 1991, is street right-of-way and other public property for the use, enjoyment and welfare of the general public.

c. While recognizing potential use of public right-of-way for communications lines, equipment or improvements, SID and City desire and agree that street right-of-way and other public property of the City or SID must remain open and available for use, enjoyment and welfare of the general public. For purposes of this Agreement right-of-way or property "of" the SID or City means any interests in or to real property within the boundaries of the SID or City that the SID or City owns, holds or controls, or improvement thereon or thereof.

d. City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties ("Private Uses") in connection with communications lines, equipment and improvements ("Communications Facilities"). SID and City determine that it is necessary, desirable and appropriate to also control Private Uses in connection with Communications Facilities of the SID, in a uniform, consistent and orderly manner and for the purpose of reducing potential adverse impact of Private Uses on or to the public's interests in such right-of-way or public property, including without limitation adverse impacts on use and enjoyment of street right-of-way by the general public; and

e. The parties determine that the City is better positioned to provide such control of Private Uses with respect to street right-of-way or public property of the SID, and that doing so shall provide uniformity and consistency within the City and SID with respect to such Private Uses.

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

g. The City and SID wish to enter into an agreement for the City to control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and in accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, and find that entering such an agreement is in the common interests of both parties and their residents.

2. No Administrative Entity. There will be no (a) separate legal or administrative entity created to administer this Agreement, (b) financing or separate budget, (c) property that must be disposed of upon partial or complete termination, or (d) taxes authorized pursuant this Agreement. City will budget and pay costs and expenses, and receive revenues, in connection with Private Uses of street right-of-way or public property of the SID pursuant to this Agreement.

3. Right of Way Use. The City at its cost shall control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, which shall among other things require contractors while working within street right-of-way to use commercially reasonable efforts to avoid unnecessary boring, excavation, debris, materials or equipment within such street right-of-way, and upon completion of such work to restore such street right-of-way to the condition that existed immediately before such work began, permitted Communications Facilities excepted. City shall have and be authorized to exercise all rights, powers and authority of City or SID under applicable laws, policies, rules, regulations or requirements, as enacted, adopted or modified from time to time, in connection with this Agreement. Without limiting the immediately preceding sentence:

a. All applicable laws, rules, regulations, policies, procedures, agreements, permits and requirements of the City from time to time with respect to Private Uses of street right-of-way or public property of the City in connection with Communications Facilities also shall apply to Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities; and

b. With respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities, City shall be authorized (i) to specify and require such applications, plans, specifications, maps, information, documentation, certifications, security, reviews, approvals and other requirements, (ii) to require, negotiate, approve, execute, enter, issue, deliver and enforce such agreements or permits, subject to any conditions as the City determines necessary or appropriate, (iii) to require, impose, collect and retain such fees, rents, costs, expenses or other amounts in connection with Private Uses as the

City determines from time to time, which City in its discretion may elect to offset against current or future costs and expenses connected with this Agreement, and (iv) to take any other actions as City in its discretion determines necessary or appropriate.

4. Records. The City shall maintain records with respect to Private Uses of street right-of-way or other public property of the SID in connection with Communications Facilities, and SID, at its sole cost and expense, shall have the right to audit and review such records at any reasonable time.

5. Duration. This Agreement shall begin upon execution by both parties and shall continue in effect for twenty (20) years; provided, however, this Agreement shall automatically renew thereafter for successive additional terms of one year (each a "Renewal Term") unless either party provides the other written notice of nonrenewal at least thirty days before the first day of any Renewal Term; and provided, further that this Agreement shall continue in effect for so long as any agreement or permit of the City is in effect with respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities. Notwithstanding anything in this Agreement to the contrary, this Agreement automatically shall terminate without any notice or action required of any party with respect to any part of the SID annexed by the City, effective immediately before such annexation is effective.

6. Appointment of Administrators. Legal counsel of the SID, or any designee of legal counsel or the Trustees of the SID, shall administer this Agreement on behalf of the SID, and the Building Inspector or City Engineer of the City, or any designee of the Mayor or City Administrator, shall administer this Agreement on behalf of the City. Administrators each shall be authorized to take all actions on behalf of the respective parties, unless the administrator determines that approval of the governing body of the party is required.

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

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

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

Executed by the City of La Vista, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LA VISTA, NEBRASKA

BY: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC  
City Clerk

Executed by Sanitary and Improvement District No. 133 of Sarpy County, this 15<sup>th</sup> day of  
MAY, 2024.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 133 OF SARPY COUNTY, NEBRASKA

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

ATTEST:

  
\_\_\_\_\_  
Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #172	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve an interlocal cooperation agreement with Sanitary Improvement District #172 (Centech Business Park) to authorize the City to perform the permitting and regulation of communications facilities and construction activity in rights of way within SID #172, within the City of La Vista's extraterritorial zoning jurisdiction.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has received requests from utility providers to install communications facilities within the right of way in SID #172, and as SID #172 is located within the City's ETJ and is planned to be annexed into the City in the future, staff recommends the permitting arrangement and execution of the interlocal agreement to ensure that the construction activity adheres to the right of way requirements, construction standards, and procedures of the City. The interlocal agreement also authorizes the City to receive revenues in connection with the private uses of street right of way or public property of the SID to offset the expenses related to the permitting and oversight.

A copy of the proposed interlocal agreement signed by SID #172 is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY IMPROVEMENT DISTRICT #172 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #172 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #172 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #172 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #172 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into on the last date below written, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 172 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID") and the CITY OF LA VISTA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City").

1. The parties make and agree to the following findings and determinations.

a. City is a city of the first class duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapters 16, 18 and 19 of the Nebraska Revised Statutes.

b. SID is a sanitary and improvement district within the City's extraterritorial zoning jurisdiction duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapter 31 of the Nebraska Revised Statutes, and included within its boundaries, as set forth in the plat filed with the Sarpy County Register of Deeds as Instrument No. 95-09613 is street right-of-way and other public property for the use, enjoyment and welfare of the general public.

c. While recognizing potential use of public right-of-way for communications lines, equipment or improvements, SID and City desire and agree that street right-of-way and other public property of the City or SID must remain open and available for use, enjoyment and welfare of the general public. For purposes of this Agreement right-of-way or property "of" the SID or City means any interests in or to real property within the boundaries of the SID or City that the SID or City owns, holds or controls, or improvement thereon or thereof.

d. City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties ("Private Uses") in connection with communications lines, equipment and improvements ("Communications Facilities"). SID and City determine that it is necessary, desirable and appropriate to also control Private Uses in connection with Communications Facilities of the SID, in a uniform, consistent and orderly manner and for the purpose of reducing potential adverse impact of Private Uses on or to the public's interests in such right-of-way or public property, including without limitation adverse impacts on use and enjoyment of street right-of-way by the general public; and

e. The parties determine that the City is better positioned to provide such control of Private Uses with respect to street right-of-way or public property of the SID, and that doing so shall provide uniformity and consistency within the City and SID with respect to such Private Uses.

f. City and SID are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., to enter into this Agreement with each other so as to make the most efficient

use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

g. The City and SID wish to enter into an agreement for the City to control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and in accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, and find that entering such an agreement is in the common interests of both parties and their residents.

2. No Administrative Entity. There will be no (a) separate legal or administrative entity created to administer this Agreement, (b) financing or separate budget, (c) property that must be disposed of upon partial or complete termination, or (d) taxes authorized pursuant this Agreement. City will budget and pay costs and expenses, and receive revenues, in connection with Private Uses of street right-of-way or public property of the SID pursuant to this Agreement.

3. Right of Way Use. The City at its cost shall control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, which shall among other things require contractors while working within street right-of-way to use commercially reasonable efforts to avoid unnecessary boring, excavation, debris, materials or equipment within such street right-of-way, and upon completion of such work to restore such street right-of-way to the condition that existed immediately before such work began, permitted Communications Facilities excepted. City shall have and be authorized to exercise all rights, powers and authority of City or SID under applicable laws, policies, rules, regulations or requirements, as enacted, adopted or modified from time to time, in connection with this Agreement. Without limiting the immediately preceding sentence:

a. All applicable laws, rules, regulations, policies, procedures, agreements, permits and requirements of the City from time to time with respect to Private Uses of street right-of-way or public property of the City in connection with Communications Facilities also shall apply to Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities; and

b. With respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities, City shall be authorized (i) to specify and require such applications, plans, specifications, maps, information, documentation, certifications, security, reviews, approvals and other requirements, (ii) to require, negotiate, approve, execute, enter, issue, deliver and enforce such agreements or permits, subject to any conditions as the City determines necessary or appropriate, (iii) to require, impose, collect and retain such fees, rents, costs, expenses or other amounts in connection with Private Uses as the City determines from time to time, which City in its discretion may elect to offset

against current or future costs and expenses connected with this Agreement, and (iv) to take any other actions as City in its discretion determines necessary or appropriate.

4. Records. The City shall maintain records with respect to Private Uses of street right-of-way or other public property of the SID in connection with Communications Facilities, and SID, at its sole cost and expense, shall have the right to audit and review such records at any reasonable time.

5. Duration. This Agreement shall begin upon execution by both parties and shall continue in effect for twenty (20) years; provided, however, this Agreement shall automatically renew thereafter for successive additional terms of one year (each a "Renewal Term") unless either party provides the other written notice of nonrenewal at least thirty days before the first day of any Renewal Term; and provided, further that this Agreement shall continue in effect for so long as any agreement or permit of the City is in effect with respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities. Notwithstanding anything in this Agreement to the contrary, this Agreement automatically shall terminate without any notice or action required of any party with respect to any part of the SID annexed by the City, effective immediately before such annexation is effective.

6. Appointment of Administrators. Legal counsel of the SID, or any designee of legal counsel or the Trustees of the SID, shall administer this Agreement on behalf of the SID, and the Building Inspector or City Engineer of the City, or any designee of the Mayor or City Administrator, shall administer this Agreement on behalf of the City. Administrators each shall be authorized to take all actions on behalf of the respective parties, unless the administrator determines that approval of the governing body of the party is required.

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

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

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

Executed by the City of La Vista, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LA VISTA, NEBRASKA

BY: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC  
City Clerk

Executed by Sanitary and Improvement District No. 172 of Sarpy County, this 24<sup>th</sup> day of April, 2024.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 172 OF SARPY COUNTY, NEBRASKA

BY:   
Chairman

ATTEST:

Marilyn Thompson  
Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #237	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve an interlocal cooperation agreement with Sanitary Improvement District #237. (Cimarron Woods) to authorize the City to perform the permitting and regulation of communications facilities and construction activity in rights of way within SID #237, within the City of La Vista's extraterritorial zoning jurisdiction.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has received requests from utility providers to install communications facilities within the right of way in SID #237, and as SID #237 is located within the City's ETJ and is planned to be annexed into the City in the future, staff recommends the permitting arrangement and execution of the interlocal agreement to ensure that the construction activity adheres to the right of way requirements, construction standards, and procedures of the City. The interlocal agreement also authorizes the City to receive revenues in connection with the private uses of street right of way or public property of the SID to offset the expenses related to the permitting and oversight.

A copy of the proposed interlocal agreement signed by SID #237 is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY IMPROVEMENT DISTRICT #237 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #237 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #237 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #237 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #237 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

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

1. The parties make and agree to the following findings and determinations.

a. City is a city of the first class duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapters 16, 18 and 19 of the Nebraska Revised Statutes.

b. SID is a sanitary and improvement district within the City's extraterritorial zoning jurisdiction duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapter 31 of the Nebraska Revised Statutes, and included within its boundaries, as set forth in the plat filed with the Sarpy County Register of Deeds as Instrument No. 2004-13177 is street right-of-way and other public property for the use, enjoyment and welfare of the general public.

c. While recognizing potential use of public right-of-way for communications lines, equipment or improvements, SID and City desire and agree that street right-of-way and other public property of the City or SID must remain open and available for use, enjoyment and welfare of the general public. For purposes of this Agreement right-of-way or property "of" the SID or City means any interests in or to real property within the boundaries of the SID or City that the SID or City owns, holds or controls, or improvement thereon or thereof.

d. City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties ("Private Uses") in connection with communications lines, equipment and improvements ("Communications Facilities"). SID and City determine that it is necessary, desirable and appropriate to also control Private Uses in connection with Communications Facilities of the SID, in a uniform, consistent and orderly manner and for the purpose of reducing potential adverse impact of Private Uses on or to the public's interests in such right-of-way or public property, including without limitation adverse impacts on use and enjoyment of street right-of-way by the general public; and

e. The parties determine that the City is better positioned to provide such control of Private Uses with respect to street right-of-way or public property of the SID, and that doing so shall provide uniformity and consistency within the City and SID with respect to such Private Uses.

f. City and SID are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., to enter into this Agreement with each other so as to make the most efficient

use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

g. The City and SID wish to enter into an agreement for the City to control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and in accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, and find that entering such an agreement is in the common interests of both parties and their residents.

2. No Administrative Entity. There will be no (a) separate legal or administrative entity created to administer this Agreement, (b) financing or separate budget, (c) property that must be disposed of upon partial or complete termination, or (d) taxes authorized pursuant this Agreement. City will budget and pay costs and expenses, and receive revenues, in connection with Private Uses of street right-of-way or public property of the SID pursuant to this Agreement.

3. Right of Way Use. The City at its cost shall control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, which shall among other things require contractors while working within street right-of-way to use commercially reasonable efforts to avoid unnecessary boring, excavation, debris, materials or equipment within such street right-of-way, and upon completion of such work to restore such street right-of-way to the condition that existed immediately before such work began, permitted Communications Facilities excepted. City shall have and be authorized to exercise all rights, powers and authority of City or SID under applicable laws, policies, rules, regulations or requirements, as enacted, adopted or modified from time to time, in connection with this Agreement. Without limiting the immediately preceding sentence:

a. All applicable laws, rules, regulations, policies, procedures, agreements, permits and requirements of the City from time to time with respect to Private Uses of street right-of-way or public property of the City in connection with Communications Facilities also shall apply to Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities; and

b. With respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities, City shall be authorized (i) to specify and require such applications, plans, specifications, maps, information, documentation, certifications, security, reviews, approvals and other requirements, (ii) to require, negotiate, approve, execute, enter, issue, deliver and enforce such agreements or permits, subject to any conditions as the City determines necessary or appropriate, (iii) to require, impose, collect and retain such fees, rents, costs, expenses or other amounts in connection with Private Uses as the City determines from time to time, which City in its discretion may elect to offset

against current or future costs and expenses connected with this Agreement, and (iv) to take any other actions as City in its discretion determines necessary or appropriate.

4. Records. The City shall maintain records with respect to Private Uses of street right-of-way or other public property of the SID in connection with Communications Facilities, and SID, at its sole cost and expense, shall have the right to audit and review such records at any reasonable time.

5. Duration. This Agreement shall begin upon execution by both parties and shall continue in effect for twenty (20) years; provided, however, this Agreement shall automatically renew thereafter for successive additional terms of one year (each a "Renewal Term") unless either party provides the other written notice of nonrenewal at least thirty days before the first day of any Renewal Term; and provided, further that this Agreement shall continue in effect for so long as any agreement or permit of the City is in effect with respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities. Notwithstanding anything in this Agreement to the contrary, this Agreement automatically shall terminate without any notice or action required of any party with respect to any part of the SID annexed by the City, effective immediately before such annexation is effective.

6. Appointment of Administrators. Legal counsel of the SID, or any designee of legal counsel or the Trustees of the SID, shall administer this Agreement on behalf of the SID, and the Building Inspector or City Engineer of the City, or any designee of the Mayor or City Administrator, shall administer this Agreement on behalf of the City. Administrators each shall be authorized to take all actions on behalf of the respective parties, unless the administrator determines that approval of the governing body of the party is required.

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

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

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

Executed by the City of La Vista, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LA VISTA, NEBRASKA

BY: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

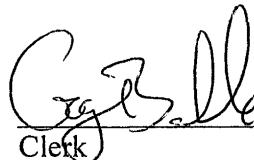
Executed by Sanitary and Improvement District No. 237 of Sarpy County, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

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Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #276	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve an interlocal cooperation agreement with Sanitary Improvement District #276. (Portal Ridge) to authorize the City to perform the permitting and regulation of communications facilities and construction activity in rights of way within SID #276, within the City of La Vista's extraterritorial zoning jurisdiction.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has received requests from utility providers to install communications facilities within the right of way in SID #276, and as SID #276 is located within the City's ETJ and is planned to be annexed into the City in the future, staff recommends the permitting arrangement and execution of the interlocal agreement to ensure that the construction activity adheres to the right of way requirements, construction standards, and procedures of the City. The interlocal agreement also authorizes the City to receive revenues in connection with the private uses of street right of way or public property of the SID to offset the expenses related to the permitting and oversight.

A copy of the proposed interlocal agreement signed by SID #276 is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY IMPROVEMENT DISTRICT #276 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #276 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #276 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #276 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #276 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into on the last date below written, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID") and the CITY OF LA VISTA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City").

1. The parties make and agree to the following findings and determinations.

a. City is a city of the first class duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapters 16, 18 and 19 of the Nebraska Revised Statutes.

b. SID is a sanitary and improvement district within the City's extraterritorial zoning jurisdiction duly formed and organized in the State of Nebraska, pursuant to, and having such powers and purposes as specified by applicable Nebraska law, including without limitation chapter 31 of the Nebraska Revised Statutes, and included within its boundaries, as set forth in the plat filed with the Sarpy County Register of Deeds as Instrument No. 2006-35231 is street right-of-way and other public property for the use, enjoyment and welfare of the general public.

c. While recognizing potential use of public right-of-way for communications lines, equipment or improvements, SID and City desire and agree that street right-of-way and other public property of the City or SID must remain open and available for use, enjoyment and welfare of the general public. For purposes of this Agreement right-of-way or property "of" the SID or City means any interests in or to real property within the boundaries of the SID or City that the SID or City owns, holds or controls, or improvement thereon or thereof.

d. City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties ("Private Uses") in connection with communications lines, equipment and improvements ("Communications Facilities"). SID and City determine that it is necessary, desirable and appropriate to also control Private Uses in connection with Communications Facilities of the SID, in a uniform, consistent and orderly manner and for the purpose of reducing potential adverse impact of Private Uses on or to the public's interests in such right-of-way or public property, including without limitation adverse impacts on use and enjoyment of street right-of-way by the general public; and

e. The parties determine that the City is better positioned to provide such control of Private Uses with respect to street right-of-way or public property of the SID, and that doing so shall provide uniformity and consistency within the City and SID with respect to such Private Uses.

f. City and SID are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., to enter into this Agreement with each other so as to make the most efficient

use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

g. The City and SID wish to enter into an agreement for the City to control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and in accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, and find that entering such an agreement is in the common interests of both parties and their residents.

2. No Administrative Entity. There will be no (a) separate legal or administrative entity created to administer this Agreement, (b) financing or separate budget, (c) property that must be disposed of upon partial or complete termination, or (d) taxes authorized pursuant this Agreement. City will budget and pay costs and expenses, and receive revenues, in connection with Private Uses of street right-of-way or public property of the SID pursuant to this Agreement.

3. Right of Way Use. The City at its cost shall control Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities in such manner and accordance with such laws, rules, regulations, policies, procedures, agreements, permits and requirements as the City adopts, approves or otherwise determines from time to time, which shall among other things require contractors while working within street right-of-way to use commercially reasonable efforts to avoid unnecessary boring, excavation, debris, materials or equipment within such street right-of-way, and upon completion of such work to restore such street right-of-way to the condition that existed immediately before such work began, permitted Communications Facilities excepted. City shall have and be authorized to exercise all rights, powers and authority of City or SID under applicable laws, policies, rules, regulations or requirements, as enacted, adopted or modified from time to time, in connection with this Agreement. Without limiting the immediately preceding sentence:

a. All applicable laws, rules, regulations, policies, procedures, agreements, permits and requirements of the City from time to time with respect to Private Uses of street right-of-way or public property of the City in connection with Communications Facilities also shall apply to Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities; and

b. With respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities, City shall be authorized (i) to specify and require such applications, plans, specifications, maps, information, documentation, certifications, security, reviews, approvals and other requirements, (ii) to require, negotiate, approve, execute, enter, issue, deliver and enforce such agreements or permits, subject to any conditions as the City determines necessary or appropriate, (iii) to require, impose, collect and retain such fees, rents, costs, expenses or other amounts in connection with Private Uses as the City determines from time to time, which City in its discretion may elect to offset

against current or future costs and expenses connected with this Agreement, and (iv) to take any other actions as City in its discretion determines necessary or appropriate.

4. Records. The City shall maintain records with respect to Private Uses of street right-of-way or other public property of the SID in connection with Communications Facilities, and SID, at its sole cost and expense, shall have the right to audit and review such records at any reasonable time.

5. Duration. This Agreement shall begin upon execution by both parties and shall continue in effect for twenty (20) years; provided, however, this Agreement shall automatically renew thereafter for successive additional terms of one year (each a "Renewal Term") unless either party provides the other written notice of nonrenewal at least thirty days before the first day of any Renewal Term; and provided, further that this Agreement shall continue in effect for so long as any agreement or permit of the City is in effect with respect to any Private Uses of street right-of-way or public property of the SID in connection with Communications Facilities. Notwithstanding anything in this Agreement to the contrary, this Agreement automatically shall terminate without any notice or action required of any party with respect to any part of the SID annexed by the City, effective immediately before such annexation is effective.

6. Appointment of Administrators. Legal counsel of the SID, or any designee of legal counsel or the Trustees of the SID, shall administer this Agreement on behalf of the SID, and the Building Inspector or City Engineer of the City, or any designee of the Mayor or City Administrator, shall administer this Agreement on behalf of the City. Administrators each shall be authorized to take all actions on behalf of the respective parties, unless the administrator determines that approval of the governing body of the party is required.

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

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

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

Executed by the City of La Vista, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LA VISTA, NEBRASKA

BY: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC  
City Clerk

Executed by Sanitary and Improvement District No. 276 of Sarpy County, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 276 OF SARPY COUNTY, NEBRASKA

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

ATTEST:

Dave Pfeifer  
Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – SIGNAL IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a Professional Services Agreement with Felsburg Holt and Ullevig (FHU) for services related to survey, design, utility coordination, and right-of-way services for the construction of a traffic signal at 99<sup>th</sup> Street/Val Verde Drive and Giles Road in an amount not to exceed \$77,500.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for these services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In preparation for the construction of the Sagebrook development, generally located on the northwest corner of 96<sup>th</sup> Street and Giles Road, a traffic impact analysis was conducted. The traffic analysis showed that upon completion of the Sagebrook development the intersection of 99<sup>th</sup> Street/Val Verde Drive and Giles Road would warrant a traffic signal. As part of the Sagebrook Conditional Use Permit (CUP), the development is to pay 25% of the costs of the improvements. As the Sagebrook development is now underway, City staff requested FHU submit a proposal for the design of public improvements at this intersection inclusive of topographical, utility and boundary surveys; signal design; ADA ramp reconfiguration; coordination with public and private utilities; and the potential acquisition of right-of-way necessary to complete said improvements.

FHU has completed many traffic and transportation projects for the City in recent years and are well qualified to complete the tasks necessary to successfully bid this project. It is anticipated that the design will begin this month, with plans substantially completed in the spring of 2025. Once the right-of-way impacts are identified and, if necessary, acquired, it is anticipated that the project would be ready to bid in the summer to fall of 2025.

Attached hereto is a copy of the proposal.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FELSBURG HOLT AND ULLEVIG FOR TRAFFIC SIGNAL IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$77,500.00.

WHEREAS, the Mayor and City Council have determined that 99<sup>th</sup> Street/Val Verde Drive and Giles Road traffic signal improvements are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget includes funding for this project; 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 that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Felsburg Holt and Ullevig for traffic signal improvements in an amount not to exceed \$77,500.00.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



November 1, 2024

Exhibit A

Mr. Pat Dowse, P.E.  
City of La Vista  
Public Works Director  
9900 Portal Road  
La Vista, NE 68128

RE: Proposal for Engineering Design Services  
99<sup>th</sup> Street and Giles Road – Curb Ramps and Signal Design

Dear Pat:

Felsburg Holt & Ullevig (FHU) is pleased to present this proposal to develop design plans for the addition of a traffic signal and new curb ramps at the intersection of 99<sup>th</sup> Street with Giles Road in La Vista, NE (City).

Assisting FHU with survey and ROW staking will be RW Engineering & Survey. Midwest ROW will complete property appraisals and ROW negotiations for property acquisitions.

## **Scope of Services**

The tasks below describe the engineering services provided by FHU to the City for the addition of a signal and curb ramps at the intersection 99<sup>th</sup> Street with Giles Road. This agreement consists of the development of design plans and construction documents. Assistance by FHU during the construction phase is optional and can be provided to the City through a written supplement to this agreement.

### **TASK 1. Project Management**

- a. *Project Management* – The FHU Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Matt McFadden, PE, will serve as the Principal in Charge and Connor Gilinsky, PE, will serve as the Project Manager for this project.

### **TASK 2. Meetings**

- a. *Progress Meetings* - FHU will attend three progress/review meetings with City staff. If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates. These meeting will occur after the 30% plan submittal, the 60% plan submittal, and the 90% plan submittals.
- b. *No Public Information Meetings are planned as part of this scope* - If a public meeting is requested by the City, FHU will provide a fee estimate to prepare displays and handouts for the public meeting and attend the public meeting.

### **TASK 3. Topographic Information/ROW Maps**

- a. *Survey* - Topographic survey will be obtained for the roadway corridor and will include storm drainage information downstream of the outfalls, and sanitary sewers within the project boundary. Sewer information will at a minimum include structure locations and pipe sizes and inverts. FHU will also utilize existing aerial photography to supplement the survey.
- b. *ROW Maps* - The Consultant will prepare an existing right-of-way base map depicting all right-of-way and easements in the project area. Information will be obtained through plats, title reports, surveyed property pins and/or other means to depict a complete base map. The surveyor will be responsible for the research necessary to build parcels. Plats, parcels or land lot along the right-of-way need to be geometrically closed with parcel reports available upon the City's request. Enough corners need to be located to accurately locate lot lines per the practice and principles for licensing in the State of Nebraska. All information obtained will be rectified to the surveyed section lines and local project coordinates. All adjustments to obtained information for the creation of the base map will be documented. Work will be performed by a Registered Land Surveyor in the State of Nebraska.
- c. *ROW Staking* - The Consultant will also provide right-of-way staking following 90% design to be utilized in appraisal efforts. The staking should include existing right-of-way, lot corners and easements, proposed acquisition areas, proposed easements, and other key locations identified by the Engineer.

### **TASK 4. Utility Coordination**

- a. *Utility Location/Verification* - FHU will review the utility locations shown on the plans, and verify these locations during field inspections. Plans will be printed and distributed to the utility companies for verification of ownership, type, size, location, and cased or uncased. FHU will request that the utility companies return marked up plans with utility verification.
- b. *Utility Conflict Meetings/Coordination* - Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished early in the design process. FHU does not anticipate any significant conflicts, however, if a conflict is identified, FHU and the City's Project Manager will discuss the conflicts and attempt to avoid them. If avoidance is not possible, FHU will then request the utility company to verify the conflict and provide a preliminary plan to relocate the utility in conflict. FHU will include time for coordination via phone calls, emails and one-on-one meetings with affected utilities, depending on the complexity of the potential conflict.

## **TASK 5. Design Plan Submittals**

The consultant will submit plans at the 30% design phase, 60% design phase, and 90% design phase. Design plans will adhere to City of Omaha standards.

- a. *Preliminary Plans (30%, 60%, & 90%)* - FHU will prepare project base plans and plan sheets in accordance with City's standards. Plan sheets to be included in the submittal include the following:
  - Cover Sheet
  - General Note Sheets
  - Geometric and Grade Sheets
  - Construction and Removal Sheets
  - Signal Sheets
  - Right-of-Way Plan Sheets
- b. *Final Plans* - FHU will prepare a final plan set in accordance with City standards. This includes, but is not limited to, the following sheets:
  - Cover Sheet
  - Summary of Quantities Sheet
  - General Notes Sheet
  - Detail Sheets
  - Construction Phasing Sheets (if necessary)
  - Geometric Sheet and Grade Sheets
  - Construction and Removal Sheets
  - Signal Sheets
  - Signing and Striping Sheets
  - Right-of-Way Plan Sheets
- c. *Row-of-Way Plans* - The Consultant will provide preliminary right-of-way plans showing existing right-of-way, ownership, and preliminary limits of construction. An estimate of permanent acquisitions and temporary or permanent easements are required for the 30% submittal. The consultant will identify any potential right-of-way issues. The Consultant will provide 1:20 scale ROW sheets plotted over an aerial for the City use in negotiations at 90% submittal.
- d. *Cost Estimates* - FHU will prepare and submit cost estimates twice during the project, once during preliminary design and once with final design.
- e. *Special Provisions* - FHU will submit Special Provisions (if necessary) with the plan submittal.
- f. *Final Plan Submittal* - Upon incorporating review comments into the plan set and special provisions, FHU will prepare and submit all drawings, special provisions, and an updated total project cost estimate, to the City's Project Manager for the final review.

**TASK 6. Bid Support/Assistance**

- a. *Bid Documents* - Upon City acceptance of the final plans, FHU will prepare and submit the bid package to the City's Project Manager. The bid package includes sealed drawings, special provisions, an engineer's estimate, and the City's standard front-end agreement. The City shall be responsible for all reproduction and distribution of plans and specifications to prospective bidders during the bidding phase of the project. The City shall also be responsible for advertising the project for bids.
- b. *Construction Support* - The Consultant will answer up to two (2) design-related questions (RFI's) receiving during the bidding process, and the City shall provide said answers to contractors on the bidders list. The Consultant shall prepare information to support an addendum to the bidding documents if necessary, during the bidding of the project to clarify the design or address questions raised. Information shall be provided to the City for their preparation and issuance of the addendum.
- c. *Shop Drawings* - The Consultant will complete a review of shop drawings. This review is for general conformance with design concept only.
- d. *ROW Negotiation* - ROW will be negotiated for up to 4 tracts.

## Fee Estimate

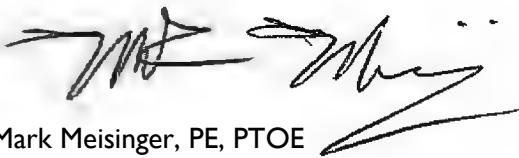
FHU proposes to conduct the design for a lump sum amount of **\$77,500**. A more detailed breakdown of the costs is shown below:

ITEMS	LABOR COSTS
TASK 1. Project Management	\$ 5,410
TASK 2. Meetings (3)	\$ 3,735
TASK 3. Topographic Survey (set up base drawings)	\$ 800
TASK 4. Utility Coordination	\$ 1,870
TASK 5. Design Plan Submittals	\$ 32,920
TASK 6. Bid Support/Assistance	\$ 2,020
<b>Direct Expenses (Mileage, and Printing)</b>	<b>\$ 230</b>
<b>RW Engineering (Survey Sub)</b>	<b>\$ 5,415</b>
<b>Midwest ROW (ROW Sub)</b>	<b>\$ 25,100</b>
<b>TOTAL LABOR AND DIRECT EXPENSES</b>	<b>\$ 77,500</b>

If the conditions of this proposal are acceptable, please send an e-mail with the signed proposal back as your acceptance. By signing this proposal, the client acknowledges the attached standard provisions. If you have any questions about this proposal, please give me a call. Thank you for the opportunity to work with you and your staff on this project.

Sincerely,

**FELSBURG HOLT & ULLEVIG**



Mark Meisinger, PE, PTOE  
Principal

Accepted By

\_\_\_\_\_  
Title



\_\_\_\_\_  
Date

Connor Gilinsky, PE  
Project Manager

### Attachment(s):

*Cost Estimate*

*FHU Letter Agreement Standard Provisions*

*RW Scope of Services*

*Midwest ROW Scope of Services*

**99th Street and Giles- Signal and Curb Ramp Design Plans**  
**La Vista, NE**

**Exhibit B**

10/28/2024



TASKS	Principal II	PM	Sr. Engineer	Engineer IV	Engineer III	Engineer II	Sr. Designer	Admin.	Total
TASK 1. Project Management	4	12			6			4	26
TASK 2. Meetings (3)	6	6			3				15
TASK 3. Topographic Survey (set up base drawings)							4		4
TASK 4. Utility Coordination		4			6				10
TASK 5. Design Plan Submittals									
Prelim Plans 30%	4	9		30	12	10			65
Prelim Plans 60%	2	4		10	6	5			27
Prelim Plans 90%	2	4		8	5	4			23
Final Plans	4	4		12	6	4			30
Cost Estimates		4			4				8
Special Provisions		2					3		5
Final Bid Package	4	4		4	4				16
TASK 6. Bid Support/Assistance		4		6					10
<b>TOTAL HOURS</b>	<b>26</b>	<b>57</b>	<b>0</b>	<b>70</b>	<b>52</b>	<b>23</b>	<b>4</b>	<b>7</b>	<b>239</b>
Billing Rate	\$310.00	\$235.00	\$235.00	\$180.00	\$155.00	\$135.00	\$200.00	\$105.00	
<b>TOTAL FEE</b>	<b>\$8,060</b>	<b>\$13,395</b>	<b>\$0</b>	<b>\$12,600</b>	<b>\$8,060</b>	<b>\$3,105</b>	<b>\$800</b>	<b>\$735</b>	<b>\$46,755</b>

**DIRECT PROJECT EXPENSES**

ITEM	QUANTITY	UNIT PRICE	MARK UP
Mileage	152	Miles \$0.655	1.1 \$110
Printing (11x17)	480	Sheets \$0.19	1.1 \$100
Postage/Shipping/Misc.			\$20
RV Engineering (survey)			\$5,415
Midwest ROW (ROW) - Assumes 4 tracks for Acquisition			\$25,100
<b>TOTAL DIRECT PROJECT EXPENSES</b>			<b>\$30,745</b>
<b>MAXIMUM AMOUNT PAYABLE</b>			<b>\$77,500</b>



November 23, 2020

R.W. Engineering & Surveying, Inc.

7525 N. 101<sup>st</sup> Street, Omaha, NE 68122 | RWmidwest.com

October 21, 2024

Connor Gilinsky  
**Felsburg, Holt & Ullevig**  
14606 Branch Street, Suite 400  
Omaha, NE 68154

RE: Professional Services Proposal  
S 99<sup>th</sup> Street & Giles Road  
LaVista, NE

R.W. Engineering & Surveying, Inc. (herein referred to as "RW" or the "Consultant") is pleased to submit our proposal for professional services to Felsburg, Holt and Ullevig (herein referred to as the "CLIENT") for the above referenced project.

**Project Understanding:**

RW will provide professional land surveying services to complete a topographic survey, right-of-way survey and right-of-way staking at the S 99<sup>th</sup> Street and Giles Road intersection in LaVista, Nebraska.

**Scope of services:**

1. Topographic Survey
  - a. Topographic survey limits are defined by the outlined area as shown on Exhibit A (attached).
  - b. Project Management and QA/QC.
  - c. Topography shall be referenced to Douglas/Sarpy County LDP horizontal coordinates and NAVD88 vertical datum.
  - d. Topography shall be affixed to at least two (2) stable control points and shall be shown on the survey.
  - e. Topography shall have a one-foot contour interval.
  - f. Spot elevations shall be shown where abrupt changes in grade occur, where grades are extremely flat, at all corners of pavement and structures, at the top and bottom of all sets of steps, retaining walls, building entries, etc., at reasonable intervals along the top and bottom of curbs and curved pavement.
  - g. Denote all site features such as, but not limited to, buildings, walks, curbs, manholes, drainage structures, water valves, gas valves, trees, shrubs, stairs, signs, utility poles, building doors, etc.
  - h. Survey will include trees over 9 inches in diameter (identify diameter 2 feet above grade). Show locations of individual tree(s) less than 9 inches in diameter if tree(s) are not part of a grouping of trees.
  - i. Show sizes, materials, rim, and inverts of below ground utilities with utility identification by method of observed field evidence, client supplied as-built plans, utility company as-builts, and field markings by utility companies (Nebraska 811).
  - j. All manhole information will be observed from the surface. Measurements will be taken via a twenty-five-foot (25') leveling rod or laser distance meter. No confined space entry will be performed.
  - k. Staking for utilities to utilize for design and coordination efforts (estimated 4 site visits)
  - l. Research Sarpy County Land Surveyors Office for recorded survey data.
  - m. Recover a sufficient number of section and/or property corner monuments to establish road right-of-way/property lines within the survey limits.
  - n. Process field data and prepare a topographic survey drawing
  - o. Topographic survey shall be provided in AutoCAD Civil3D 2022 format.
2. Road Right-of-Way Staking
  - a. RW will stake road right-of-way, property lines and/or lot corner locations within the survey limits.

**Assumptions / Exclusions:**

1. Individual boundary surveys will not be completed on each parcel within the topographic survey limits. A combination of surveyed section lines, property lines and recorded survey information will be used to determine road R.O.W. and adjacent property lines. Missing or disturbed property corner monuments will not be reset and Land Surveyor Certificates will not be prepared or filed.
2. RW will be limited to the utilities that can be located by observable evidence, provided as-built plans and Nebraska 811 field locations.
3. This proposal does not include any other service not directly identified in this proposal. RW is available to perform any or all additional services contingent upon the Owner's written requests.

**Schedule:**

The surveying services as defined above will be completed and delivered within 40 working days (**weather permitting**) after notice to proceed. Every effort will be made to complete the project ASAP.

**Fees:**

The above scope of services will be billed on a lump sum basis plus any reimbursable expenses incurred (cost plus 15%).

1. Professional Survey Services	\$ 5,415.00
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Additional services beyond our scope of services outlined above will be billed on the basis of hourly rates incurred.

**Supplemental Terms and Conditions:**

1. Invoices will be submitted monthly around the 25<sup>th</sup> of the month. All invoices are net 10 days.
2. No amendments or additions to this Agreement shall be made between the parties except in writing.
3. All reports, drawings, specifications, computer files, field data, notes and other documents prepared by RW are instruments of professional service and shall remain the property of RW. RW shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
4. This proposal is valid if accepted within thirty days from the date of this proposal.

If there are any questions regarding this proposal, please refer them to Cory Gross. To authorize us to proceed with the proposed services, please indicate by signing below and returning one executed copy of this agreement to us. If you need further information, or if we need to modify our proposal to better fit your needs, please contact us at your convenience.

Respectfully Submitted,  
**R.W. Engineering & Surveying, Inc.**



Cory J. Gross, PLS  
Vice President  
[Cory@RWmidwest.com](mailto:Cory@RWmidwest.com)  
402-573-2205

Accepted by: \_\_\_\_\_  
Name, Title \_\_\_\_\_ Date \_\_\_\_\_

Of: \_\_\_\_\_  
Company \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A



## ENGINEER'S STANDARD HOURLY RATES

### A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

### B. Schedule of Hourly Rates:

Billing Class	Rate
Principal/Professional Engineer (PE)	\$ 285.00/hour
Principal/Professional Land Surveyor (PLS)	\$ 255.00/hour
Senior Land Surveyor (PLS)	\$ 220.00/hour
2-man Land Surveying Crew	\$ 220.00/hour
3D Scanning/LiDAR Specialist	\$ 150.00/hour
Project Engineer II (PE)	\$ 185.00/hour
Engineering Intern (EIT)	\$ 115.00/hour
3D Machine Control Specialist	\$ 155.00/hour
FAA Certified sUAS Pilot	\$ 135.00/hour
CAD Manager	\$ 185.00/hour
CAD Technician	\$ 115.00/hour
Officer Manager	\$ 130.00/hour
Administrative Assistant	\$ 105.00/hour



**October 25, 2024**

**MIDWEST  
RIGHT OF WAY  
SERVICES**

**City of La Vista, Nebraska  
Felsburg Holt & Ullevig**

**99<sup>th</sup> Street and Giles Road  
Intersection Improvement**

**John Borgmeyer**  
[john.borgmeyer@midwestrow.com](mailto:john.borgmeyer@midwestrow.com)  
**13425 A Street**  
**Omaha, Nebraska 68144**  
**402-955-2900**



**MIDWEST**  
R | O | W

### ***PROPOSAL FOR SERVICES***

***City of La Vista, Nebraska – Felsburg Holt & Ullevig  
99<sup>th</sup> Street and Giles Road – Intersection Improvement***

**Connor Gilinsky, PE, Transportation Engineer IV**  
**Felsburg Holt & Ullevig**  
**14606 Branch Street, Suite 400**  
**Omaha, Nebraska 68154**

### ***PROJECT UNDERSTANDING***

This project involves the acquisition of right of way and easements from four (4) parcels of land for the City of La Vista, Nebraska – 99<sup>th</sup> Street and Giles Road – Intersection Improvement Project. The project is located in the area of 99<sup>th</sup> Street and Giles Road in La Vista, Nebraska.

### ***PROJECT MANAGEMENT***

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the title work, appraisals, and the acquisition will be the responsibility of the project manager.

### ***TITLE SEARCHES***

Title searches will be ordered for properties to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title in Omaha, Nebraska, to provide these services and pass the cost through to the City of La Vista at no additional cost.

## ***APPRAISALS***

This task involves the preparation of four (4) appraisal reports which will provide a value for the properties to be acquired. Giff Property Services will prepare the appraisal for this project. Several of Giff Property Services staff members are approved by the State of Nebraska Department of Transportation to provide appraisal reports for right of way projects. The appraisal reports will be provided to the City of La Vista for their use in determining Just Compensation. Midwest will pass the cost of these services through to the City of La Vista at no additional cost.

## ***ACQUISITION***

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owner. During our initial meeting with the owner our agent will prepare all documents, present and explain the offer, answer all acquisition-related questions. We will secure signatures from all interested parties through negotiations. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all contacts made.

If necessary, a recommendation for a negotiated settlement will be made to City of La Vista representatives. When an agreement is reached, we will obtain the necessary signatures of all interested parties. Our goal will be to acquire the necessary property through amicable negotiations. If condemnation is required, we will work with the City of La Vista and its attorney to file the necessary documents and be available to assist with condemnation preparation or court testimony.

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## ***ECONOMIC EQUITY AND INCLUSION PROGRAM***

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

## ***SMALL EMERGING BUSINESS TIER II***

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

## ***VETERAN-OWNED BUSINESS***

Midwest Right of Way Services is a veteran-owned business.

## TEAM MEMBERS

*John Borgmeyer, RWA-GN, Right of Way Agent*, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

*Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent*, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

*Maria Rodriguez, R/W-RAC, Right of Way Agent*, is a project manager and has worked for Midwest Right of Way Services since October, 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

*Denny Bliss, Right of Way Agent*, has worked for Midwest Right of Way Services since July, 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

*Jim Abbott, Right of Way Agent*, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

*Chris Wayne, SR/WA, Right of Way Agent*, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

*Caleb Schescke, Right of Way Agent*, is the newest member of the Midwest Right of Way Services team starting in February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

## **PAYMENT FOR SERVICES**

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2024	\$ 0.67

\*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

### **RIGHT OF WAY SERVICES**

Project Management	4	Tracts @	\$ 300.00	each =	\$ 1,200.00
Negotiation Services	4	Tracts @	\$ 3,750.00	each =	\$ 15,000.00
Administrative Services	4	Tracts @	\$ 225.00	each =	\$ 900.00

<b>Total Right of Way Costs:</b>	<b>\$ 17,100.00</b>
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The pass-through costs will be as follows:

Title Services	4	Reports @	\$ 200.00	each =	\$ 800.00
Appraisal Reports	4	Reports @	\$ 1,800.00	each =	\$ 7,200.00

<b>Total Pass-Through Costs:</b>	<b>\$ 8,000.00</b>
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The maximum fee for this project is **\$25,100.00**.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer  
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

---

Authorized Representative

---

Date

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVE AGREEMENT – PRINTING & MAILING SERVICES	◆RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNICATION MANAGER

**SYNOPSIS**

A resolution has been prepared to approve an agreement with PrintCo Graphics to provide printing and mailing services associated with Community Guides, quarterly newsletters, and special event/project postcards.

**FISCAL IMPACT**

The FY25-FY26 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City recently solicited proposals for printing and mailing services related to Community Guides, newsletters, and postcards. Three proposals were submitted and reviewed by staff, and it is recommended PrintCo Graphics be selected for this project. PrintCo Graphics was the lowest, most responsible bidder meeting all specifications outlined in the RFP (a copy of the evaluation sheet is attached).

A copy of the agreement is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PRINTCO GRAPHICS, OMAHA, NEBRASKA FOR PRINTING AND MAILING SERVICES.

WHEREAS, the Mayor and City Council have determined that printing and mailing services for Community Guides, newsletters, and postcards are necessary; and

WHEREAS, proposals were solicited, and 3 proposals were received and reviewed; and

WHEREAS, it is determined that PrintCo Graphics is the lowest, most responsible bidder meeting all specifications outlined in the request for proposals; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that an agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with PrintCo Graphics for printing and mailing services.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA, NEBRASKA  
AGREEMENT BETWEEN CITY AND VENDOR  
FOR PRINTING AND MAILING SERVICES**

THIS AGREEMENT also referred to as "Contract" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of La Vista, Nebraska, hereinafter the "City"; and \_\_\_\_\_, hereinafter the "Vendor".

**WITNESSETH:**

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

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

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

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

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

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

**PUBLICATION COSTS CHART**

Publication	Frequency	Cost Per Issue
Community Guide – Alternate 1 – 24 pages	2 Issues per Year*	\$
Community Guide – Alternate 2 – 44 pages		
Community Guide – Alternate 3 – 48 pages		\$
Community Guide – Alternate 4 – 52 pages		\$
Newsletter – Alternate 1 – 8 pages	4 Issues per Year*	\$
Newsletter – Alternate 2 – 16 pages		
Newsletter – Alternate 3 – 20 pages		\$
Newsletter – Alternate 4 – 24 pages		\$
Newsletter Insert with Tabs	0 to 4 per Year	\$
Postcards	0 to 5 per Year	\$

\* Due to the agreement ending in June 2026, there will only be one (1) Community Guide and two (2) newsletters published in 2026 under this agreement.

ARTICLE III. The Vendor shall commence work on January 1, 2025 and will complete all work covered by this contract on or before June 30, 2026.

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

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

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

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

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

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

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

ARTICLE XI. Either party may at any time, upon sixty (60) days prior written notice to the other party terminate this Agreement.

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

CITY OF LA VISTA, NEBRASKA

(S E A L)

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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Vendor

(S E A L)

BY:

---

Signature

ATTEST:

---

Address

---

Secretary

---

City, State, Zip

---

Phone Number

---

Facsimile Number

---

Email Address

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

**Printing Mailing Services**  
**Proposal Evaluation Worksheet**

November 2024

	<b>Proposal #1</b>	<b>Proposal #2</b>	<b>Proposal #3</b>	<b>Proposal #4</b>	<b>Proposal #5</b>
<b>Vendor Name</b>	<u>Colonial Press</u>	<u>PrintCo</u>	<u>Aradius Group</u>	<u></u>	<u></u>
<b>Required Contents of Proposal</b>					
Transmittal Letter	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rate Proposal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
References	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Declaration of Bidder	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Sample Documents	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<b>Community Event Guide</b>					
Cost Per Issue - Alternate 1:	\$ <u>6,498.40</u>	\$ <u>6,277.03</u>	\$ <u>6,073.33</u>	\$ <u></u>	\$ <u></u>
Cost Per Issue - Alternate 2:	\$ <u>11,232.05</u>	\$ <u>9,516.25</u>	\$ <u>11,061.80</u>	\$ <u></u>	\$ <u></u>
Cost Per Issue - Alternate 3:	\$ <u>11,505.46</u>	\$ <u>10,591.74</u>	\$ <u>11,291.86</u>	\$ <u></u>	\$ <u></u>
Cost Per Issue - Alternate 4:	\$ <u>12,779.49</u>	\$ <u>12,756.87</u>	\$ <u>11,767.52</u>	\$ <u></u>	\$ <u></u>
<b>Postcards</b>					
Cost Per Issue:	\$ <u>1,305.63</u>	\$ <u>1,097.00</u>	\$ <u>1,188.57</u>	\$ <u></u>	\$ <u></u>
<b>Newsletter</b>					
Cost Per Issue - Alternate 1:	\$ <u>2,854.55</u>	\$ <u>2,877.23</u>	\$ <u>3,275.02</u>	\$ <u></u>	\$ <u></u>
Cost Per Issue - Alternate 2:	\$ <u>4,539.67</u>	\$ <u>4,243.22</u>	\$ <u>4,047.63</u>	\$ <u></u>	\$ <u></u>
Cost Per Issue - Alternate 3:	\$ <u>5,876.68</u>	\$ <u>5,446.94</u>	\$ <u>6,173.88</u>	\$ <u></u>	\$ <u></u>
Cost Per Issue - Alternate 4:	\$ <u>6,498.40</u>	\$ <u>6,277.78</u>	\$ <u>6,273.33</u>	\$ <u></u>	\$ <u></u>
<b>Newsletter Insert with Tabs</b>					
Cost Per Issue:	\$ <u>1,376.57</u>	\$ <u>1,260.00</u>	\$ <u>10,457.45</u>	\$ <u></u>	\$ <u></u>

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF AGREEMENT – SPORTS FACILITY USE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an agreement with Triple Crown Sports Inc. (TCS) of Fort Collins, Colorado for the usage of City Sports Facilities in La Vista for five years as identified in the Triple Crown Sports Facility Use Agreement.

**FISCAL IMPACT**

Triple Crown Sports Inc. (TSC) agrees to pay the City of La Vista as identified in the Triple Crown Sports Facility Use Agreement under Appendix A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Triple Crown Sports has been renting the City of La Vista Fields for the last several years to conduct the Slump Buster, youth baseball tournament held in conjunction with the College World Series. This will be the 4<sup>th</sup> five (5) year agreement with Triple Crown Sports Inc. (TCS) for the usage of City Sports Facilities in La Vista.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A FIVE YEAR AGREEMENT WITH TRIPLE CROWN SPORTS INC, FORT COLLINS, COLORADO FOR THE USAGE OF THE CITY SPORTS FACILITIES.

WHEREAS, the City has determined that it is desirable to continue a long term agreement with Triple Crown Sports Inc.; and

WHEREAS, Triple Crown Sports have has had an agreement with the City for use of the Sports Facilities for the last five years; and

WHEREAS, Triple Crown Sports Inc agrees to pay the City of La Vista as identified in the Facility Use Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a 5 year agreement with Triple Crown Sports, Inc., Fort Collins, Colorado for the usage of the City Sports Facilities

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



## **TRIPLE CROWN SPORTS FACILITY USE AGREEMENT**

THIS AGREEMENT BETWEEN TRIPLE CROWN SPORTS INC. (TCS) OF FT. COLLINS, CO AND THE CITY OF LA VISTA IS ENTERED INTO ON \_\_\_\_\_ FOR THE PURPOSE OF PROVIDING A QUALITY BASEBALL TOURNAMENT IN LA VISTA, NE FOR FIVE YEARS. THE AGREEMENT WILL BEGIN IN 2025 AND THE LAST YEAR WILL BE 2029. EXACT DATES OF FIELD USAGE WILL ROTATE ANNUALLY WITH THE NCAA® COLLEGE WORLD SERIES (CWS). FACILITY USAGE NORMALLY TOTALS 12 DAYS, INCLUDING THREE DAYS BEFORE THE CWS AND THREE DAYS AFTER THE CWS.

THIS AGREEMENT IS HEREBY EFFECTIVE FOR A TERM COMMENCING ON THE DATE SIGNED AND WILL EXPIRE ONCE THE FOLLOWING STIPULATIONS HAVE BEEN SATISFIED BY BOTH PARTIES.

### **TERMS OF AGREEMENT**

A. THE CITY OF LA VISTA AGREES TO:

1. PROVIDE TRIPLE CROWN SPORTS THE EXCLUSIVE USE OF THE FOLLOWING FACILITIES ON THE DATES LISTED BELOW AND IN SECTION A2: FROM 8:00 AM – 4:00 PM
  - LA VISTA SPORTS COMPLEX (BASEBALL AND SOFTBALL FIELDS ONLY)
  - CITY PARK FIELDS
2. THE TOURNAMENT DATES LISTED BELOW ARE FIRM AND NOT TO BE CHANGED BY EITHER PARTY WITHOUT WRITTEN CONSENT BY BOTH PARTIES. FUTURE DATES OF FIELD USAGE ARE ESTIMATED FOR JUNE 11- JUNE 22: 2025, JUNE 10-21: 2026, JUNE 16-27: 2027, JUNE 14-25: 2028 AND JUNE 13-24, 2029. THESE DATES ARE SUBJECT TO CHANGE AND ARE NOT FIRM UNTIL THE CWS SCHEDULE IS OFFICIALLY ANNOUNCED.
3. DRAG AND LINE FIELDS IN PREPARATION FOR THE FIRST GAMES ON EACH DAY OF THE TOURNAMENT. ADDITIONAL DRAGS MUST BE SCHEDULED AND WILL BE CHARGED THE GOING RATE. (SEE APPENDIX A) DETAILS OF FIELD PREPARATION WILL BE DISCUSSED AND FINALIZED 30 DAYS IN ADVANCE OF FIELD USAGE DATES.
4. PROVIDE THE TRIPLE CROWN TOURNAMENT DIRECTOR WITH A KEY TO STORE-ROOM WHERE BASES, ETC. ARE KEPT **OR** HAVE SOMEONE AT THE SITE WITH THIS KEY IN CASE OF EMERGENCY.
5. ALLOW GAMES TO START AS EARLY AS 8 AM AND LAST UNTIL 4 PM EACH DAY OF THE TOURNAMENT.  
EXCEPTIONS:

- IF THERE ARE MULTIPLE DAYS OF BAD WEATHER, TRIPLE CROWN MAY REQUEST FIELD USAGE PAST 4 PM. FACILITY RETAINS RIGHT TO REFUSE USAGE AFTER 4 PM. TCS WILL NEVER INITIALLY SCHEDULE GAMES TO FINISH LATER THAN 4 PM.

6. PROVIDE A SPACE IN THE PARKS FOR A NOVELTY STAND. THE LOCATION OF THE NOVELTY STAND MUST BE APPROVED BY THE CITY.

7. ALLOW TRIPLE CROWN TO DISPLAY BANNERS IN A PROFESSIONAL MANNER AT THE FACILITIES. THE MANNER OF THE DISPLAY WILL NOT DAMAGE THE PROPERTY.

8. ASSIST TRIPLE CROWN IN SECURING TEAMS FOR TOURNAMENT THROUGH NEWS RELEASES AND ANY OTHER TYPES OF PROMOTION THAT THE ORGANIZATION CAN PROVIDE (WORD OF MOUTH).

9. PROVIDE THE NAMES AND PHONE NUMBERS OF LOCAL UMPIRE ASSOCIATION CONTACTS USED BY THE FACILITY.

10. FACILITY MAY OPERATE CONCESSIONS STAND AND RETAIN ALL PROFITS.

11. CITY OF LA VISTA WILL COLLECT 10% OF GROSS GATE/ADMISSION FEES IF CHARGED.

12. TRIPLE CROWN TOURNAMENTS MAY BE PLAYED IN ADVERSE WEATHER OR MUDDY CONDITIONS (EXCLUDING LIGHTNING). HOWEVER, THE FINAL DECISION ON THE PLAYABILITY OF THE FIELDS WILL BE LEFT TO THE FACILITY SUPERVISOR.

B. TRIPLE CROWN BASEBALL AGREES TO:

1. PROVIDE A TOURNAMENT DIRECTOR AND ALL EVENT STAFF.
2. PRODUCE ALL BRACKETING FOR THE TOURNAMENT AND HANDLE DISTRIBUTION OF BRACKETS AT THE TOURNAMENT.
3. BRACKETS WILL BE FAXED OR EMAILED TO THE CITY OF LA VISTA NO LATER THAN TWO WEEKS PRIOR TO THE EVENT.
4. PAY FOR ALL UMPIRES USED DURING THE TOURNAMENT.
5. SUPPLY ALL AWARDS.
6. PUBLISH THE TRIPLE CROWN PRE-TOURNAMENT REGISTRATION FORM AND DISTRIBUTE WITHIN THE DRAWING AREA FOR THE TOURNAMENT.
7. FURNISH COPY OF LIABILITY INSURANCE. (**CERTIFICATE REQUEST FORM MUST BE COMPLETED IF ADDITIONAL INSURED ARE TO BE LISTED FOR THIS EVENT**)

8. MAINTAIN MONTHLY CONTACT TO REPORT ON PROGRESS OF TEAM ENTRIES AND TO FINALIZE ALL DETAILS.

9. USE TELEMARKETING, NEWSPAPERS, INTERNET, RADIO AND DIRECT MAILINGS TO ACTIVELY PROMOTE THIS TOURNAMENT.

ANY MENTION OF LA VISTA IN PROMOTIONAL INFORMATION MUST BE APPROVED BY CITY OF LA VISTA PRIOR TO RELEASING.

10. PROVIDE ALL SUPPLIES FOR NOVELTY STAND, INCLUDING BUT NOT LIMITED TO TABLES, EXTENSION CORDS, ETC.

C. TRIPLE CROWN SPORTS AGREES TO PAY THE FOLLOWING OVER THE FIVE-YEAR CONTRACT:

- TRIPLE CROWN WILL PAY ALL FIELD COSTS ASSOCIATED TO USE THE FACILITY. THIS INCLUDES, BUT IS NOT LIMITED TO: FIELD RENTAL, LIGHT USAGE, SURFACE MATERIALS DUE TO RAIN (DIAMOND DRY, RAPID DRY, ETC.), FESTIVAL COSTS, ADDITIONAL DRAGS, PERMITS AND 10% OF GROSS IF GATE/ADMISSION FEE IS COLLECTED.

D. TERMINATION:

- THIS CONTRACT IS BINDING ONCE SIGNED BY BOTH PARTIES. HOWEVER, IF EITHER PARTY BREACHES THIS AGREEMENT, THE NONBREACHING PARTY MAY TERMINATE THIS AGREEMENT UPON (30) DAYS ADVANCE WRITTEN NOTICE. FURTHER, EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AND FOR ANY REASON UPON PROVIDING WRITTEN NOTICE AT LEAST 270 DAYS BEFORE THE EFFECTIVE DATE OF SAID TERMINATION.

E. OTHER:

- DUE TO THE NATURE OF THE LONG-TERM AGREEMENT, THERE COULD BE CHANGES DESIRED BY EITHER PARTY. BOTH PARTIES UNDERSTAND THIS AND WILL REMAIN OPEN TO POTENTIAL MODIFICATIONS. THESE MODIFICATIONS NEED TO BE MUTUALLY AGREED UPON AND IN WRITING.
- TRIPLE CROWN SPORTS WILL PURCHASE NINE TWO-PIECE MOUNDS FROM PORTOLITE AT A 20% DISCOUNT. THESE ARE THE 6-FOOT TWO-PIECE GAME MOUNDS, TYPICALLY PRICED AT \$2,099.00 EACH, BRINGING THE DISCOUNTED PRICE TO \$1,679.00 PER MOUND. FOR NINE MOUNDS, THE TOTAL COST WILL BE \$15,111.00. SHIPPING AND HANDLING ARE ESTIMATED AT \$900.00, RESULTING IN A TOTAL OF \$16,011.00. THE ESTIMATED TAX RATE IN LA VISTA IS 7.5%, ADDING \$1,200.83 FOR A GRAND TOTAL OF \$17,211.83.
- TO SUPPORT THIS INITIATIVE, THE CITY OF LA VISTA WILL DISCOUNT FIELD RENTAL RATES BY HALF OF THIS AMOUNT OVER A THREE-YEAR PERIOD STARTING IN 2025. THIS MEANS A DISCOUNT OF \$8,605.92, WHICH WILL BE DIVIDED INTO THREE ANNUAL REDUCTIONS OF \$2,868.64 OFF THE TRIPLE CROWN FACILITY BILL FOR 2025, 2026, AND 2027.

- DURING THESE THREE YEARS, THE CITY OF LA VISTA CAN USE THE MOUNDS FOR LOCAL LEAGUES AND TOURNAMENTS, WHILE TRIPLE CROWN SPORTS WILL HAVE ACCESS FOR ALL FUTURE EVENTS, INCLUDING THE SLUMPBUSTER. AFTER THE THREE-YEAR PERIOD, THE CITY OF LA VISTA WILL OWN THE MOUNDS BUT WILL CONTINUE TO ALLOW TRIPLE CROWN TO USE THEM DURING EVENTS, BASED ON THEIR CONDITION.
- IT IS ESSENTIAL FOR THE CITY OF LA VISTA TO STORE THE MOUNDS INDOORS TO PROTECT THEM FROM INCLEMENT WEATHER AND TO PROHIBIT METAL CLEATS AT ALL LOCAL EVENTS AND TOURNAMENTS, INCLUDING THE SLUMPBUSTER, TO ENSURE THE MOUNDS' LONGEVITY.

## APPENDIX A

THE CITY OF LA VISTA REVIEWS FEES ON AN ANNUAL BASIS DURING THE BUDGET PERIOD. ANY FEE CHANGES WILL TAKE EFFECT BY OCTOBER 1<sup>ST</sup> OF THAT YEAR.

AS OF OCTOBER 1, 2024

DESCRIPTION	FEE
TOURNAMENT FEES	\$ 30/GAME
TOURNAMENT FIELD FEES	\$ 50/FIELD/DAY
GATE/ADMISSION FEE	10% OF GROSS
ADDITIONAL DRAG OF FIELDS	\$30/FIELD/DAY

## SIGNATURE PAGE

---

(Facility Director Print Name) (Date)

---

(Signature)

---

(Address)

---

(City, State, Zip)

---

(Work Phone)

---

(Cell Phone)

---

(Email Address)

---

(Triple Crown Representative Print Name) (Date)

---

(Signature)

TRIPLE CROWN SPORTS  
3930 AUTOMATION WAY  
FORT COLLINS, CO 80525  
970-223-6644

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – AC ROBINAIR CART	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) AC Robinair Cart from O'Reilly Auto Parts, Papillion, Nebraska in an amount not to exceed \$5,850.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The AC Robinair Cart will recover, recycle and recharge the air conditioning units on vehicles 2019 and newer. The new cart will replace the one that was purchased 22 years ago.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) AC ROBINAIR CART FROM O'REILLY AUTO PARTS, PAPILLION, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$5,850.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) AC Robinair Cart 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 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 a one (1) AC Robinair Cart from O'Reilly Auto Parts, Papillion, Nebraska in an amount not to exceed \$5,850.00.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



Date: 10/22/2024

### Customer Information

O'Reilly Account #: 86145

Customer Name: CITY OF LAVISTA

Store: 296

Customer Address: 8116 PARK VIEW BLVD LAVISTA,  
NE 68128-2132

Sales Person: Dan Baggenstoss

### Equipment

Entry	QTY	Line	Item #	Description	Price each	Extended Price
1	1	ROB	AC1234-4	1234yf AC Cart	\$ 5,850.00	\$ 5,850.00

### Miscellaneous

Entry	QTY	Line	Item #	Description	Price each	Extended Price
No items found						

\* Deposits for install are based off of estimates of install prices.

\* Prices are subject to any applicable taxes.

\* Customer is responsible for any amount over the install estimate.

\* Prices include freight unless otherwise noted.

\* Customer will be refunded any amount under the install estimate.

\* Prices do not include electrical hook-up.

\* Larger items may require a forklift for off-loading.

### Bid Totals

Equipment Subtotal \$	5,850.00
Miscellaneous Subtotal \$	0.00
Taxes \$	0.00
<b>Subtotal \$</b>	<b>5,850.00</b>

### Notes:

Setup and training included.

Prices are good through: 11/21/2024

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

O'Reilly Team Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – WIDE AREA MOWER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) 2024 Jacobsen HR600 Wide Area Mower from Turfwerks, Omaha, Nebraska in an amount not to exceed \$64,415.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Parks Division currently uses a Jacobsen HR600 to mow the City's parks and rights-of-ways. The Public Works Capital Equipment group has identified and recommended that we trade-in and replace our current HR600 with a new model. The existing mower has served its purpose and is now at the point where it holds maximum trade-in value. The trade-in ensures the city maintains reliable equipment while reducing maintenance costs and maximizing trade-in value.

The proposed vehicle will be purchased utilizing the national OMNIA partners cooperative contract #20470. OMNIA operates like the state bid but on a national level.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2024 JACOBSEN HR600 WIDE AREA MOWER FROM TURFWERKS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$64,415.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Jacobsen HR600 Wide Area Mower is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2024 Jacobsen HR600 Wide Area Mower from Turkwerks, Omaha, Nebraska in an amount not to exceed \$64,415.00.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk



## PARTNERS IN GROWTH

**A division of Davis Equipment Companies  
Trust is our legacy since 1964.....**

**TO:** City of LaVista Parks  
**ADDRESS:**

**DATE:** 8/27/2024  
**CONTACT:** Jason Allen  
**MOBILE:** 402.650.2741

**Authorized Signer & Title**

**EMAIL:** [jallen@cityoflavista.org](mailto:jallen@cityoflavista.org)

**Prices quoted are those in effect at the time of quotation. Pricing subject to change.**

SALESPERSON	PO	DELIVERY	PAYMENT TERMS
Joe Garcia		YES	

QTY.	ITEM	DESCRIPTION	LIST PRICE	EXTENDED
1	JMP653F	Jacobsen HR600, 65hp Kubota, 11' width of cut	\$117,220.00	\$117,220.00
1	LMAC684-C	Front cutting deck	Included	\$0.00
1	LMAC650-C	Side cutting deck set	Included	\$0.00
1	LMAC652-P	Pneumatic tires for wing decks	Included	\$0.00
1		Omnia Discount 25% off List price	-\$29,305.00	-\$29,305.00
1		Trade 2019 Jac HR600 2350 hours	-\$23,500.00	-\$23,500.00
		**Pricing is utilizing the National Omnia Partners Cooperative Contract 20470 - 25% off List		
	Notes:	Pricing guaranteed with signed order Pricing includes delivery and setup Sales tax not included		

<u>SPECIAL NOTES:</u>	SUBTOTAL	\$64,415.00
	TAX RATE	0.00%
	SALES TAX	\$0.00
	<b>TOTAL</b>	<b>\$64,415.00</b>

BY: Josh Shull - 515-577-5642

ishull@turfwerks.com

~~John L. Williams~~

**To accept this quotation, sign here and return:** **Date:**



# HR600

## LARGE AREA ROTARY MOWER

JACOBSEN



- **LOW MAINTENANCE, DIRECT DRIVE HYDRAULIC DECKS**
- **TISS SENSOR TECHNOLOGY (TST) WARNS OF UNSAFE WORKING ANGLE**
- **LOW WEIGHT FOR EFFICIENCY AND FUEL ECONOMY**

The HR600 large area rotary mower lets you take Jake's power anywhere. It cuts roughs, surrounds, around obstacles on golf courses, parks and sports fields effortlessly in all conditions.

Fitted with MARBAIN® Boron Alloy Steel Blades, it will give you a first-class finish everytime.

Tilt Sensor Technology, will also warn you of safe working angles. The HR600 is low weight for efficiency and fuel economy, combined with zero maintenance decks and unrivalled operator comfort, it will keep you mowing until the work is done.

CUT WIDTH  
**137"**  
(3.5M)

CUT HEIGHT  
**1"- 4.75"**  
(25MM - 121MM)  
0.25" (6.4MM)  
INCREMENTS

CUTTING CAPACITY  
**13.8 AC**  
(5.6HA) / HR  
AT 10MPH (16KM/H)

FUEL CAPACITY  
**20.4 GAL**  
(77.1L)

MOWER ENGINE  
**65.2HP**  
(48.6KW) TURBODIESEL

TRANSPORT SPEED  
**15.5 MPH**  
(25KPH)



SINCERELY

Jake

For information and support:

[www.jacobsen.com](http://www.jacobsen.com) / +44 (0) 1473 270 000 / +1-888-438-3946



Actual operating power output may vary due to conditions of specific use. Run time will vary based on conditions of specific use, accessories, and terrain. NOTE: Specifications, while correct at time of printing, may change without notice.

© 2021 Textron Specialized Vehicles Inc.

# HR600

## LARGE AREA ROTARY MOWER



ISO mounted operator platform for comfortable, productive ride

Q Amp® variable rate steering system

Cruise control & adjustable travel speeds

Low-maintenance decks means less time greasing & no belt adjustments



Lightweight durable deck pan design made from high strength steel

Foldable ROPS as standard

Hydraulically driven, temperature controlled reversing fan

Easy-access service bay

SureTrac™ 4WD parallel-cross-series traction system

Generous ground clearance



Low maintenance, direct drive hydraulic decks



Operator lift lower controls & onboard diagnostics



Trustworthy Kubota® engine & cooling reversing fan

### DECKS & CUTTING UNITS

**NUMBER AND SIZE** 1 x 60" (1.52m) front deck; 2 x 44" (1.12m) wing units

**BLADE MATERIAL** MARBAIN® boron alloy steel

**DECK LIFT & LOWER** Individual via fingertip operated joysticks

**WEIGHT TRANSFER** On demand electrically operated hydraulic weight transfer system

**DECK CONSTRUCTION** 11 gauge (3mm) Strenx, high strength steel shell

### TRACTION, BRAKES & SPEED

**TRACTION DRIVE** Hydrostatic closed loop parallel-cross-series SureTrac™ system

**DECK DRIVE** Seven individual hydraulic motors with self lubricating integral bearings

**HYDRAULIC SYSTEM** 13.3 gal. (50.2L) reservoir with 10 micron remote charge filters and suction screening at tank. Oil cooler in side by side radiator.

**SERVICE BRAKES** Dynamic through hydrostatic traction system

**PARKING BRAKES** Automatic wet parking brakes integrated into wheel motors

**STEERING** Power Steering

**MOWING SPEED** 10mph (16.4km/h)

**REVERSE SPEED** 4mph (6.4km/h)

### WEIGHTS & DIMENSIONS

**WEIGHT (excluding fuel)** 3900lbs (1769kg), 4356lbs (1976kg) with cab

**LENGTH (less catchers)** 143" (3.62m) front deck down

**OVERALL HEIGHT (ROPS up)** 83" (2.1m)

**WHEELBASE** 64" (1.65m)

**TRANSPORT WIDTH** 65" (1.67m)

**WORKING WIDTH** 143" (3.63m)

### WARRANTY

**MOWER WARRANTY** 2 Years

### ACCESSORIES

- Road light kit
- Cab accessories - road light kit, Rear wiper kit
- Climate controlled cab

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 3, 2024 GENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – TABLES & TABLE TRUCKS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of thirty (30) tables and three (3) table trucks for the Community Center from Southern Aluminum, Magnolia, Arkansas in an amount not to exceed \$18,071.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The current tables in the Community Center are original from when the facility was first constructed and are now in poor condition. These tables are held together with yellow duct tape to cover sharp edges, have exposed wood and are visibly cracking. Additionally, the tables are heavy, making it difficult for both staff and renters to set up and tear down efficiently. Given the deteriorating condition of the tables and the operational challenges they present, we are seeking approval to purchase new tables.

We propose the purchase of Allulite tables, which are 20% lighter than the current tables, making them easier to handle for both staff and renters. These tables are also graffiti and scratch-resistant, ensuring they maintain their appearance and functionality over time. With a weight capacity of 3,000 lbs and an average lifespan exceeding 25 years, these tables offer durability and long-term value compared to other products that crack and stain over time.

Tables are used daily for the Senior Program and by renters of the facility. The purchase of these new, more durable and efficient tables will not only improve the quality of services provided to the community but also enhance the overall experience for renters.

Southern Aluminum Manufacturing Acquisition, Inc. is the sole source provider of the Southern Aluminum Allulite table. Sole source does not require additional quotes and follows City financial policy.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF THIRTY (30) TABLES AND THREE (3) TABLE TRUCKS FROM SOUTHERN ALUMINUM, MAGNOLIA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED \$18,071.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of thirty (30) tables and three (3) table trucks 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 thirty (30) tables and three (3) table trucks from Southern Aluminum, Magnolia, Arkansas in an amount not to exceed \$18,071.00.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk



PO Box 884  
Magnolia, AR 71754  
800-221-0408  
F: 870-234-2823  
www.southernaluminum.com

## Quotation

Quote Number: 62200

Sales Person: Stacie Brice

sbrice@southernaluminum.com

Date: 11/20/2024

Expires: 1/19/2025

Quotation Prepared For: LVNE

**City of La Vista**

Heather Buller  
8116 Park View Blvd  
La Vista NE 68128  
USA

Phone: 402.331.3455

hbuller@cityoflavista.org

Ship To: LV

**City of La Vista**

8116 Park View Blvd  
La Vista NE 68128

Freight Carrier: Best Way

Line	Part Number	Description	Quantity	Unit Price	Net Price
1	A2496PR2L-MS	24" x 96" Alulite Radius Edge Roman II Leg - Matte Silver	30	\$455.00	\$13,650.00
2	TT308GHD-P	30" x 96" GHD Table Truck	3	\$1,157.00	\$3,471.00

*\*(10) Table Capacity\**

*\*Loaded Table Cart Dimensions - 33 1/2" W x 102"L\**

This quote is valid for 30 days. Freight estimate is valid for 30 days and is for Dock to Dock delivery. New customers are required to prepay their first order in full by check or credit card. After prepaying your first order, you may request Net 30 terms by submitting a credit application.

Subtotal: \$17,121.00

Southern Aluminum collects sales tax in states with a physical presence (nexus). If we do not collect sales tax from you, you may owe sales tax on your purchase.

Estimated Freight: \$950.00

Freight charges are subject to change at time of invoicing.

Quote Total: \$18,071.00

Prepared by: EFenton

Page: 1 of 1



November 18, 2024

RE: Sole Source Letter

To Whom It May Concern:

Southern Aluminum Manufacturing Acquisition, Inc. is the sole source provider of the Southern Aluminum Alulite table. The product is manufactured in our Magnolia, Arkansas factory and sold from the same location.

Southern Aluminum combines modern, innovative manufacturing techniques with a master craftsman's attention to detail to produce this product. The Alulite table is unique in design and is trademarked.

As the leader in lightweight tables, our goal is to offer reliable products with superior quality for meetings, banquets, and events.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacie Brice".

Stacie Brice  
Director of Diversified Markets





**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 3, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF BLANKET BOND – MAYOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to approve the blanket bond in place of the individual bond of Mayor Douglas Kindig, who was re-elected to the position of Mayor at the general election held November 5, 2024.

**FISCAL IMPACT**

The FY25/FY26 Biennial budget provides funding for bonds for elected and appointed officials.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Changes in State Statute and the La Vista Municipal Code outlines bonding requirements for elected and appointed officials. The changes to State Statute in March 2007 and changes to the La Vista Municipal Code in October 2008 allow for coverage of elected and appointed officials under a blanket bond.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL BOND OF MAYOR, RE-ELECTED AT THE GENERAL ELECTION HELD NOVEMBER 5, 2024.

BE IT RESOLVED, that the penalty amount of the official bond of the Mayor is hereby set at \$5,000.

BE IT FURTHER RESOLVED, that the City Council makes and approves the following findings:

The City Clerk has presented at this meeting a blanket bond, number 69372735, issued by Western Surety Company, as surety, in place of an individual bond, pursuant to Neb. Rev. Stat. Section 11-104(2), as enacted by LB 347 (2007), for the upcoming term of the Mayor of the City of La Vista ("Bond"); by additional indemnity rider, the Bond provides coverage in the amount of \$5,000, conditioned for the faithful discharge of duties of the office of Mayor; the Mayor has executed an undertaking of the Bond in joint and several form; the Bond is payable to the City of La Vista in the penalty amount of \$5,000, conditioned for the faithful discharge of the duties of office; the corporate surety of said Bond is legally authorized to transact business in the State of Nebraska; the Bond has been executed by the principal and surety thereof and the required oath has been endorsed by the principal by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement upon said Bond; the Bond has been previously filed with the City Clerk; and all applicable legal requirements with respect to said Bond have been satisfied.

BE IT FURTHER RESOLVED, that the Bond, including, but not limited to the penalty amount and all other terms and conditions thereof, is hereby approved, and the Mayor is hereby authorized to endorse approval of the Council and surety in writing on the Bond or by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premium for the Bond.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to take any other action as is necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

K:\APPS\City Hall\24 FINAL RESOLUTIONS\24. Official Bond -  
Mayor 12.03.2024.Doc



# Western Surety Company

(A Stock Company, herein called Surety)

## PUBLIC EMPLOYEES BLANKET BOND

Including Public School System

Bond No. 69372735

### DECLARATIONS

**Item 1.** Name of Obligee: City of La Vista, Nebraska

**Item 2.** Name of Insured: City of La Vista, Nebraska

**Item 3.** Bond Period: From the beginning of the 20th day of August, 2002, to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety.

**Item 4.** Table of Limits of Liability

Insuring Agreement 1 Honesty Blanket Bond Coverage	\$ _____
Insuring Agreement 2 Honesty Blanket Position Bond Coverage	\$ _____
Insuring Agreement 3 Faithful Performance Blanket Bond Coverage	\$ _____
Insuring Agreement 4 Faithful Performance Blanket Position Bond Coverage	\$ <u>100,000.00</u>

**Item 5.** The liability of the Surety is subject to the terms of the following riders attached hereto:

**Item 6.** The Obligee and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior Bond(s) No.(s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligee for the use and benefit of the Insured for:

### INSURING AGREEMENTS

#### Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

#### Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

#### Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

#### Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

### GENERAL AGREEMENT

#### Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT  
TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean the Treasurer or Tax Collector, by whatever title known, of the Insured.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an individual bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

STUDENT ACTIVITIES

When this bond is written for a Public School System, "Employee" as above defined shall also be deemed to include any student enrolled in a school under the jurisdiction of the Insured while handling or having possession of property or funds in connection with student activities or while handling or having possession of U. S. Savings Bonds or Stamps or funds in connection with the purchase or sale of such Bonds or Stamps.

Any loss of such property, funds, Bonds or Stamps through any act or default covered by this Bond and committed by any Employee shall be deemed to be a loss sustained by the Insured under this Bond, whether or not the Insured is legally liable therefor.

UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligee or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under each such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under each such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

Dated this

21st

day of

August 2002

Countersigned

W E S T E R N S U R E T Y C O M P A N Y

By NOT NEEDED

Resident Agent

By Stephen T. Pate  
Stephen T. Pate, President

LIMIT OF LIABILITY UNDER THIS BOND  
AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period specified therein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof, for any such loss if the latter amount be larger.

CANCELLATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Obligee or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee; or
- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligee and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligee and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be canceled by the Obligee or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Surety by mailing to the Obligee and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Obligee or the Insured or by the Surety shall be equivalent to mailing. If the Obligee or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover an account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as on entirely provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

### ADDITIONAL INDEMNITY RIDER

It is agreed that:

1. Additional indemnity, in accordance with the terms of such of the Insuring Agreements in force under the attached bond as are specifically designated opposite the following positions, respectively, is granted by this rider on Employees performing the duties of such positions, to the amount set opposite the names of such positions, respectively.
2. The liability of the Surety under this rider on account of any one Employee in any one or more of such positions (in the original or an increased or decreased amount) shall not exceed the largest single amount of indemnity on any one position occupied by such Employee.
3. No losses shall be recoverable under this rider unless caused by an Employee who has been identified as having caused such loss, anything to the contrary in said bond or this rider notwithstanding.

Position	Location	Insuring Agreement	Total Number of Employees in each Position	Amount of Additional Indemnity on each Employee
Clerk		4	1	\$5,000.00
Assistant Clerk		4	1	\$5,000.00
Mayor		4	1	\$5,000.00
Administrator/		4	1	\$5,000.00
Finance Director				
Police Magistrate		4	1	\$1,000.00
Police Magistrate		4	1	\$1,000.00
Clerk				
Council Member		4	1	\$1,000.00

Dated this 21st day of August, 2002

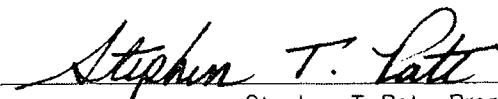
Countersigned

W E S T E R N   S U R E T Y   C O M P A N Y

By NOT NEEDED

Resident Agent

By



Stephen T. Pate, President

CHANGE NOTICE

To be attached to and form part of Public Official and Employee's Faithful Performance and Honesty Blanket

Position Bond No. 69372735 issued by Western Surety Company to

City of La Vista, Nebraska Obligee,

City of La Vista, Nebraska Insured, effective as of August 20, 2002

In consideration of certain premium adjustments, it is agreed that the Additional Indemnity Rider attached to and forming part of the attached bond is hereby amended, effective on and after the date set opposite the designation of each position, respectively, as hereinafter set forth:

1. By deleting therefrom the following:

Effective Date	Position	Location	Number of Officers or Employees in Each Position	Amount of Additional Indemnity on each Officer or Employee
06-07-04	Council Member		1	\$1,000.00

2. By adding thereto the following:

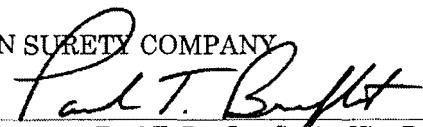
Effective Date	Position	Location	Number of Officers or Employees in Each Position	Amount of Additional Indemnity on each Officer or Employee
06-07-04	Council Member		8	\$1,000.00

Provided that - (a) in the event any amendment herein reduces the amount of additional indemnity on any Officer or Employee performing the duties of any position, the liability of the Surety under the applicable Insuring Agreement with respect to any loss through acts or defaults of such Officer or Employee committed on or after the date set opposite the designation of such position or committed prior to the last mentioned date, shall not exceed the amount set forth in paragraph numbered 2 hereon opposite the designation of such position; (b) in case any Officer or Employee performing the duties of any position added to said Additional Indemnity Rider by this rider, has been previously covered under the applicable Insuring Agreement of the attached bond, liability on account of such Officer or Employee for acts or defaults committed during the period of such prior coverage, or during each of the periods of such prior coverages, if more than one, and during the period of the coverage added to said Additional Indemnity Rider by this rider, shall not be cumulative except for an Officer or Employee under Section 1 of the bond and as set forth in Section 4.

Accepted

WESTERN SURETY COMPANY

By

  
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

By \_\_\_\_\_

OFFICIAL TITLE \_\_\_\_\_