

LA VISTA CITY COUNCIL MEETING AGENDA

September 2, 2025

6:00 PM

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**
- **Appointment**
 - Citizen Advisory Review Committee – Appoint Christine Pleiss – Fill Vacancy – 5 year term

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the August 19, 2025 City Council Meeting
3. Approval of the Minutes of the August 11, 2025 Condo Board Meeting
4. Approval of the Minutes of the August 25, 2025 Special City Council Meeting
5. Sales & Use Tax Report – July 2025
6. Request for Payment – Papio-Missouri River Natural Resources District – Stormwater Management Fees – \$147,681.56
7. Request for Payment – Nebraska Department of Transportation – Construction Services – 84th Street Trail ROW – \$204,967.09
8. Request for Payment – Felsburg, Holt & Ullevig – Professional Services – 99th & Giles Road Signal Improvements – \$3,765.00
9. Request for Payment – NL & L Concrete, Inc – Construction Services – 72nd Street Storm Sewer Rehabilitation – \$53,441.64
10. Approval of Claims

• Reports from City Administrator and Department Heads

B. Fiscal Years 25 & 26 Biennial Budget

1. Appropriations Ordinance – Amend FY25 - FY26 Biennial Budget – Final Reading

C. Amending the Compensation Ordinance and Setting Rates of Auto and Phone Allowance

1. Ordinance – Amend the Compensation Ordinance
2. Resolution – Setting Rates of Auto and Phone Allowance

D. Ordinance – Mobile Food Vendors

E. Special Assessment

1. Public Hearing
2. Resolution

F. Resolution – Interlocal Agreement Renewal – Crime Scene Investigation Services

G. Resolution – Interlocal Cooperation Agreements – I.T. Services, GIS & Public Safety Software

H. Resolution – Approve Contract – Council Chambers Technology Update

I. Resolution – Authorize MFO Purchase – 1 Medic Unit

**** J. Executive Session – Contract Negotiations and Personnel**

- **Comments from the Floor**
- **Comments from Mayor and Council**
- **Adjournment**

****Amended August 30, 2025 2:15 PM**

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 August 19, 2025

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on August 19, 2025. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Also in attendance were City Attorney McKeon, Deputy City Clerk Anderson, Director of Administrative Services Pokorny, Chief of Police Schofield, Community Development Director Fountain, Library Director Barcal, Finance Director Harris, Recreation Director Buller, Human Resources Director Lowery and Park Superintendent Allen.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on August 6, 2025. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 6, 2025 BUDGET HEARING
3. APPROVAL OF THE MINUTES OF THE AUGUST 6, 2025 CITY COUNCIL
MEETING
4. MONTHLY FINANCIAL REPORTS – JULY 2025
5. REQUEST FOR PAYMENT – MACKIE CONSTRUCTION – CONSTRUCTION
SERVICES – REFLECTION PLAZA – \$67,675.32
6. REQUEST FOR PAYMENT – MGT IMPACT SOLUTIONS, LLC –
PROFESSIONAL SERVICES – RECRUITMENT OF CITY ADMINISTRATOR –
\$10,026.50
7. REQUEST FOR PAYMENT – VITALSIGNS UNLIMITED, INC –
CONSTRUCTION SERVICES – PRIMARY PARK IDENTIFICATION SIGNAGE –
\$61,750.00
8. REQUEST FOR PAYMENT – SPENCER MANAGEMENT LLC –
PROFESSIONAL SERVICES – ON-CALL PAVEMENT REPAIRS – \$390,970.35
9. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL
SERVICES – WAYFINDING SIGNS – \$5,900.73
10. REQUEST FOR PAYMENT – LEAGUE OF NEBRASKA MUNICIPALITIES –
MEMBERSHIP DUES – \$55,205.00

11. APPROVAL OF CLAIMS

AA WHEEL/TRUCK, maint	195.91
ACTION BATTERIES, maint	147.50
ACTIVE NETWORK, services	878.13
ADP, payroll & taxes	433,717.18
AKRS EQUIP, maint	978.26
AMAZON, supplies	307.39
ARNOLD MOTOR, maint	1,655.24
BACON LETTUCE CREATIVE, services	2,040.00
BARCO MUNI PROD, maint	422.34
BIG RED LOCKSMITHS, services	639.00
BIG RIG TRUCK, maint	1,110.00
BIZCO, supplies	10,655.80
BLACK HILLS ENERGY, utilities	805.02
BOOT BARN, apparel	195.49
BRIAN SMILES, services	750.00
CANOYER GARDEN CENTER, supplies	68.97
CENTURY LINK/LUMEN, phones	692.32
CINTAS, apparel	497.63
CITY OF OMAHA, services	316,588.56

MINUTE RECORD

CITY OF PAPILLION, services	248,021.00
CNA SURETY, benefits	3,035.13
CONRECO, maint	220.00
CONTROL MASTERS, bldg & grnds	72.50
COX, phones	470.53
D & K PROD, supplies	3,427.20
DIAMOND VOGEL, bldg & grnds	278.17
DLR GROUP, services	1,655.50
DONALD LABRIE, services	300.00
DONNA TROUT, events	520.00
DOG WASTE DEPOT, supplies	831.92
DULTMEIER, bldg & grnds	22.50
ECHO GROUP, bldg & grnds	117.14
EDGEWEAR SCREEN PRINT, services	2,284.00
ESSENTIAL SCREENS, services	136.60
FEDEX, services	14.62
FELSBURG HOLT & ULLEVIG, services	13,690.50
FERGUSON, bldg & grnds	61.46
FIKES COMM HYGIENE, supplies	198.00
FIRST WIRELESS, supplies	350.75
FITZGERALD SCHORR, services	26,782.63
FLEETPRIDE, maint	99.00
FOP, dues	2,215.00
GALE, books	113.21
GALLS, apparel	409.14
GRASS PAD, supplies	73.35
GRAYBAR ELEC, bldg & grnds	72.58
GREAT PLAINS UNIFORMS, apparel	1,640.00
HARM'S CONCRETE, maint	727.88
HELM MECH, services	9,806.06
HGM ASSOC, services	64,658.57
HONEYMAN RENT-ALL, services	399.43
HOTSY EQUIP, maint	114.60
ID WHOLESALER, supplies	191.80
INDUSTRIAL SALES, maint	121.99
J & A TRAFFIC PROD, maint	879.00
J & J SMALL ENGINE, maint	108.66
JONES AUTO, maint	319.00
J-TECH CONS, bldg & grnds	100,004.50
KIESLER POLICE SPLY, supplies	29,395.00
KIMBALL MIDWEST, maint	242.33
KRIHA FLUID PWR, maint	534.57
LARSEN SPLY, bldg & grnds	1,230.22
LOWES, supplies	17.96
MACKIE CONS, services	43,045.55
MARTIN ASPHALT, maint	420.00
MATHESON TRI-GAS, services	287.18
MENARDS, supplies	6,333.10
MUD, utilities	30,009.64
MICHAEL TODD CO, maint	2,618.07
MICROFILM IMAGING, services	180.00
MILLARD SPRINKLER, maint	4,886.75
MISSIONSQUARE RETIRE, benefits	70,829.13
MSC INDUST'L, supplies	69.06
MYNX MERCH, supplies	5,439.00

MINUTE RECORD

OFFICE DEPOT, supplies	92.78
OLSSON, maint	1,800.00
OPPD, benefits	58,842.49
OMNI ENG, maint	207.84
ONE CALL CONCEPTS, fees	669.81
O'REILLY, supplies	428.33
PAPILLION SANITATION, services	1,538.10
PER MAR SECURITY, services	214.47
POLICE & FIREMEN'S INS, benefits	293.13
POMP'S TIRE, maint	180.00
PORT-A-JOHNS, services	180.00
PRINTCO GRAPHICS, services	85.75
RALSTON BASEBALL ASSOC, services	1,750.00
READY MIX, maint	2,005.98
RED EQUIP, services	964.49
REVOLUTION WRAPS, services	228.39
RTG BLDG SRVS, services	7,330.89
S5 CREATIVE, services	75.00
SARPY CO CHAMBER, services	1,495.00
SARPY CO TREASURER, services	15,784.71
SARPY DOUG LAW ENFORCE ACAD, services	6,110.00
SECURITY EQUIP, bldg & grnds	957.67
SHERWIN-WILLIAMS, maint	111.53
SIGN IT, supplies	811.00
SPIRIT FOOTBALL LEAGUE, services	1,850.00
STRADA OCC HEALTH, services	460.00
STRAIGHT-LINE STRIPING, maint	20,610.00
STREICHER'S, supplies	7,008.27
STRYKER MED, supplies	1,950.00
SUMMIT FIRE PRO, bldg & grnds	1,373.97
TED'S MOWER, maint	149.50
THE WALDINGER CORP, bldg & grnds	3,935.17
TD2, services	1,549.55
TRANS UNION RISK, services	75.00
TRUCK CENTER, maint	726.99
TY'S OUTDOOR PWR, maint	39.73
ULTIMATE TRUCK, maint	317.00
UNITE PRIVATE NETWKS, services	4,976.00
VERIZON CONNECT, fleet	671.80
VERIZON, phones	516.01
VOIANCE LANGUAGE, services	31.88
WALMART, supplies	74.89
WELDON PARTS, maint	267.72
WESTLAKE HARDWARE, supplies	1,543.19
WHITE CAP, supplies	288.31
WINSUPPLY, bldg & grnds	384.00
ZIMCO, maint	222.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Library Director Barcal provided an update on the summer reading program.

MINUTE RECORD

Communications and Marketing Manager Beaumont reported on the school supply drive and showed a video.

Communications and Marketing Manager Beaumont and Recreation Director Buller gave an update on the new game room and showed a video.

Recreation Director Buller introduced Assistant Events Coordinator, Jared Gast.

Civil Engineer Delgado provided an update on Reflection Plaza.

Finance Director Harris reported that she received the final property evaluation from Sarpy County.

Papillion Fire Chief Gottsch reminded everyone of the tours of the new facility for elected officials are on August 20th and August 21st.

GROW SARPY – SECOND QUARTER REPORT

Lisa Scheve with Grow Sarpy presented the second quarter report.

B. FISCAL YEARS 25 & 26 BIENNIAL BUDGET

1. APPROPRIATIONS ORDINANCE – AMEND FY25 & FY26 BIENNIAL BUDGET – SECOND READING

Councilmember Quick introduced Ordinance No. 1554 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1516 AND THE BIENNIAL BUDGET APPROPRIATING THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING ON SEPTEMBER 30, 2026, AND TO AMEND AMOUNTS APPROPRIATED FOR THE FIRST AND SECOND YEARS OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Sell made a motion to approve Ordinance No. 1554 on its second and pass it on to the final reading. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

C. ZONING MAP AMENDMENT – PICK UP STICKS PROPERTIES, LLC – LOT 2 BROOK VALLEY II BUSINESS PARK REPLAT THREE

1. PUBLIC HEARING

At 6:20 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Zoning Map Amendment – Pick Up Sticks Properties, LLC – Lot 2 Brook Valley II Business Park Replat Three. The property owners of Pick Up Sticks Properties, LLC, were present and explained the project.

At 6:25 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

MINUTE RECORD

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1555 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1555. Councilmember Frederick seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the Deputy City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. CONDITIONAL USE PERMIT – PICK UP STICKS PROPERTIES, LLC – INDOOR RECREATIONAL FACILITY

1. PUBLIC HEARING

At 6:26 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit – Pick Up Sticks Properties, LLC – Indoor Recreational Facility.

At 6:27 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 25-105 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 PICK UP STICKS PROPERTIES, LLC TO ALLOW FOR THE OPERATION OF AN INDOOR RECREATIONAL FACILITY WITHIN AN INDUSTRIAL TENANT BAY LOCATED ON LOT 2 BROOK VALLEY II BUSINESS PARK REPLAT THREE.

WHEREAS, Pick Up Sticks Properties, LLC has applied for a Conditional Use Permit to allow for the operation of an indoor recreational facility for Beyond All Stars Cheerleading within an industrial tenant bay located on Lot 2 Brook Valley II Business Park Replat Three; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a 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 Pick Up Sticks Properties, LLC to allow for the operation of an indoor recreational facility within an industrial tenant bay on Lot 2 Brook Valley II Business Park Replat Three.

MINUTE RECORD

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

E. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – LIF LA VISTA LLC DBA LET IT FLY SPORTS BAR

Mayor announced that Item E will be tabled to a future meeting.

F. SPECIAL ASSESSMENT

1. PUBLIC HEARING

At 6:28 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Special Assessment.

At 6:28 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-107 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT A LOCATION AND IN AN AMOUNT CITED HEREIN.

WHEREAS, the property owner of 7135 Wood Lane Dr \$480.00 were notified that the property needed the dead tree limb and branches removed, as they were in violation of the City Municipal Code, Sections 50.03 and 94.07, or the City would do so and bill them accordingly, and

WHEREAS, the property owner of said address chose not to have the tree limb and branches removed from the property, thus necessitating the City to do the cleanup, and

WHEREAS, the City sent the property owner a bill for said cleanup upon which they have not been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amount and against the property specified above, located within Sarpy County, La Vista, Nebraska.

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

G. POSITION DESCRIPTIONS – NEW AND UPDATES

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

MINUTE RECORD

H. RESOLUTION – AUTHORIZE PURCHASE – IN-CAR VIDEO CAMERA SYSTEMS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-108 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWENTY-TWO (22) IN-CAR VIDEO CAMERA SYSTEMS FROM MOTOROLA SOLUTIONS, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$59,112.16.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of twenty-two (22) in-car video camera systems are necessary, and

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

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

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

WHEREAS, Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of twenty-two (22) in-car video camera systems from Motorola Solutions, Chicago, Illinois in an amount not to exceed \$59,112.16.

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

I. DISCUSSION – MOBILE FOOD VENDOR

Deputy Community Development Director Solberg gave an update and clarification of language in the mobile food vendor ordinance. Consensus is to allow mobile food vendors to be at City Centre three times a month, with no more than two mobile food vendors at a time. City Staff can designate the parking spaces and are subject to change if needed.

J. DISCUSSION – ALCOHOL ON MUNICIPAL PROPERTY

Recreation Director Buller advised that staff have been receiving more questions about alcohol on municipal property. Consensus is to allow alcohol indoors at the Community Center and Clubhouse and no alcohol on the sports fields.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

K. EXECUTIVE SESSION – PERSONNEL

At 7:15 p.m. Councilmember Quick made a motion to go into executive session for protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

MINUTE RECORD

At 7:47 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor and Council.

At 7:48 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Wetuski. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Meeting of the Board of Directors

LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

MINUTES OF MEETING August 11, 2025 4:06 p.m.

Members Present:	Julie Ashley	Rose Barcal	Cody Meyer
	KT Nelson	Rita Ramirez	
Members Absent:	Scott Kardell		

Agenda Item #1: Announcement of Location of Posted Open Meetings Act

A copy of the Open Meetings Act is posted on the wall of the conference room for public access and reference. A copy of the act is also available.

Agenda Item #2: Approval of the Notice of the Meeting

Notice of Meeting was published by the City and College in the Times and Omaha World Herald. Moved by Barcal and seconded by Meyer to approve. Board members voting aye: Ashley, Barcal, Meyer, Nelson, and Ramirez. Nays: none. Absent: Kardell. Motion approved.

Agenda Item #3: Approval of the Minutes from May 12, 2025

Moved by Meyer and seconded by Ramirez to approve the May 12, 2025 meeting minutes. Board members voting aye: Ashley, Barcal, Meyer, Nelson, and Ramirez. Nays: none. Absent: Kardell. Motion approved.

Agenda Item #4: Long Range Capital Improvement Plan

- a. Re-gasket of panes in rotunda (FY27 for City)
- b. Parking lot: west and southeast lots (FY26 for MCC)
 - i. West curb deterioration - Barcal sent pictures to City of La Vista Public Works Director Soucie. Barcal was instructed to forward the pictures to City of La Vista Street Superintendent Brady Small.

Agenda Item #5: External Signage for 9110 Building: Pricing

Ramirez will follow up with the City's wayfinding committee regarding pricing.

Agenda Item #6: Entryway Carpet

Barcal reported that the hallways are complete. Meyer will reach out to Kardell on status of entryway carpeting and a completion estimation.

Agenda Item #7: Tree replacement at Sarpy Center

There is no update on the tree replacement.

Agenda Item #8: Dog Park Interlocal Agreement Approval for a Five-Year Term

The Dog Park Interlocal Agreement was approved at the City Council meeting on May 6th. Nelson will verify and email the board if MCC Board of Governors approved.

Agenda Item #9: Reschedule of Movie Night from July 22 to August 15

Barcal shared the reschedule date for the city's movie night.

Agenda Item #10: Library Window Concern

In July, Barcal emailed Meyer pictures of a window in the children's area. Meyer will follow up with Kardell.

Agenda Item #11: Other Business

- a. Meyer reported the city mowed the north field as the current contract terminating their agreement. Meyer will follow up with Kardell to see if a new company has been hired.
- b. In corporation of board: Nelson asked about the certificate of dissolution. McKeon was not present at the meeting but Ramirez will follow up with him to verify the standing.
- c. Heat pumps: Barcal reported the repair person fixing one of the ceiling units in the library. He reported a number of units that are out, which explains the humidity in the library. Meyer will follow up with Kardell concerning the units.

Agenda Item #12: Next Meeting

The next meeting will be Monday, November 10, 2025 at 4:00 p.m. at the La Vista Public Library, Room #142. Annual Meeting of the Board of Directors will follow the regular meeting in the same room.

It was moved by Ashley and seconded by Nelson to adjourn the meeting at 4:18 p.m.

MINUTE RECORD

A-4

No. 729 - REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL SPECIAL MEETING August 25, 2025

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 9:08 a.m. on August 25, 2025. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Clerk Carl, Interim City Administrator Ramirez, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Human Resources Director Lowery, Community Development Director Fountain, and Recreation Director Buller.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on August 20, 2025. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Acting Mayor Thomas called the meeting to order and made the announcements.

A. CITY ADMINISTRATOR CANDIDATE INTERVIEW

MGT representative Mark Peterson introduced City Administrator Candidate Tim Vandall. Acting Mayor Thomas asked Mr. Vandall a set of prepared questions. At the conclusion, Mr. Vandall asked several questions of the City Council.

B. EXECUTIVE SESSION – PERSONNEL

At 10:01 a.m. Councilmember Quick made a motion to go into executive session for protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. Acting Mayor Thomas stated the executive session would be limited to the subject matter contained in the motion.

At 10:48 a.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

There were Council comments thanking the candidate for attending the interview and regarding the next steps of the interview process.

At 10:50 a.m. Councilmember Wetuski made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

No. 729 - REDFIELD DIRECT E2106195KV

August 25, 2025

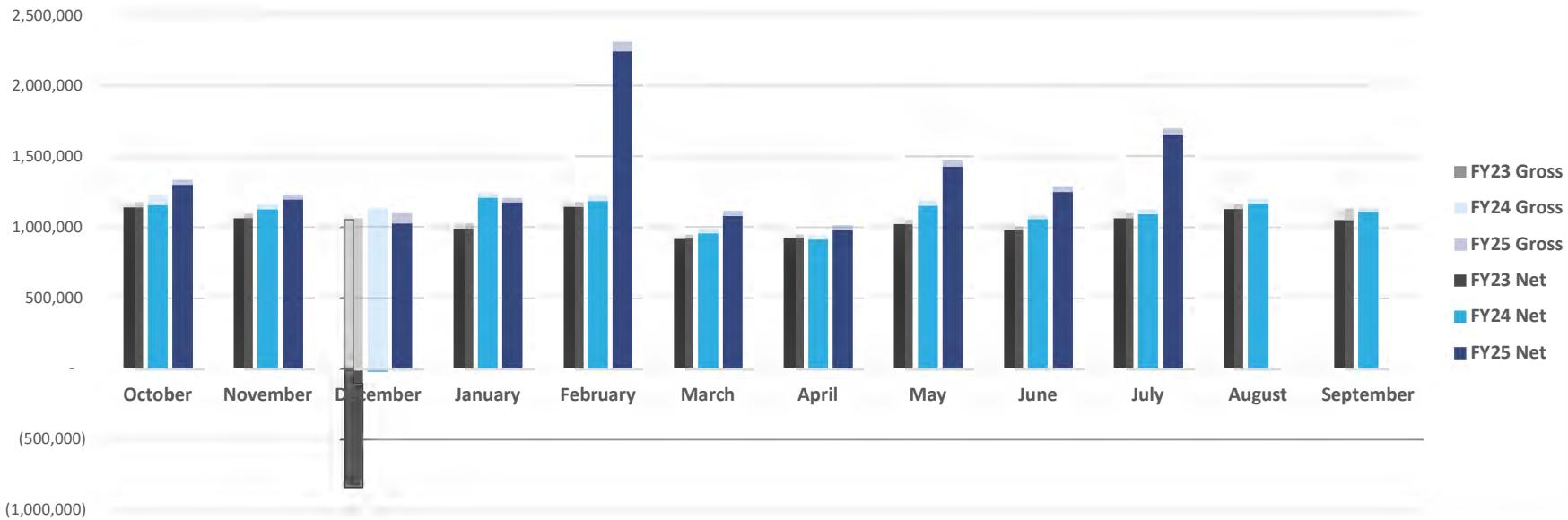
PASSED AND APPROVED THIS 2ND DAY OF SEPEMBER 2025.
CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Sales & Use Tax
Gross Earned & Net Received
Month over Month Comparison
FY23 FY24 FY25



Note: Includes Sales Tax, Consumer Use Tax, and Motor Vehicle Tax

Business Month	Receipt Month	Gross Sales & Use Tax			Net Sales & Use Tax		
		FY23 Gross	FY24 Gross	FY25 Gross	FY23 Net	FY24 Net	FY25 Net
August	October	1,172,852	1,219,327	1,333,594	1,136,379	1,150,506	1,293,323
September	November	1,092,622	1,156,387	1,225,484	1,059,015	1,119,894	1,188,719
October	December	1,055,895	1,123,464	1,091,092	(842,053)	(13,627)	1,016,967
November	January	1,023,417	1,237,079	1,203,358	988,470	1,199,959	1,167,226
December	February	1,174,489	1,220,426	2,303,111	1,139,254	1,180,130	2,233,912
January	March	941,197	986,988	1,107,266	912,475	948,815	1,073,978
February	April	947,568	937,872	1,011,425	919,141	909,599	978,972
March	May	1,050,699	1,190,808	1,471,055	1,018,971	1,149,334	1,424,575
April	June	1,006,047	1,088,179	1,283,943	975,860	1,055,305	1,243,865
May	July	1,094,248	1,121,424	1,692,010	1,061,094	1,087,465	1,641,040
June	August	1,159,853	1,197,098	-	1,123,754	1,160,289	-
July	September	1,133,236	1,137,341	-	1,045,798	1,103,167	-
FY Total		12,852,123	13,616,393	13,722,338	10,538,161	12,050,836	13,262,577
		Budget	14,014,538		Budget	12,139,103	

Note: February 2025 includes a settlement resulting from a multiyear state audit.



August 15, 2025

Ms. Meg Harris
Finance Director
City of La Vista
Via: Email

Dear Meg,

Our interlocal agreement with the Papillion Creek Watershed Partnership requires that we submit payment of the watershed fees (AKA storm water management fees) by July 1 of each year.

The following is a summary of the properties for which the fees were applicable and have been collected:

6924 S. 110th Street
9824 Hillcrest Plaza
12251 McDermott Plaza
14607 Chandler Road
11801 Olive Street
10779 Hillcrest Plaza

Zych Drywall
Sagebrook Multifamily
Southport East Restaurant Shell
Chandler Flex
Lot 3, Harrison Hills Replat 4
Val Vista Tommy's

I recommend that payment be made to the Papio-Missouri River Natural Resources District in the amount of **\$147,681.56** and be sent to the attention of Lori Laster. This should go to a City Council meeting for authorization of payment in the month of July. I have enclosed a spreadsheet showing the calculation of the fees.

Contact me if you need more details.

Prepared by:

A handwritten signature in blue ink, appearing to read 'Patrick M. Dowse'.

Patrick M. Dowse
City Engineer

Enclosure

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 P
402.331.4375 F

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

Police
7701 S. 96th St.
402.331.1582 P
402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F



Cc: Rachel Carl
File

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 **P**
402.331.4375 **F**

Community Development
8116 Park View Blvd.
402.593.6400 **P**
402.593.6445 **F**

Library
9110 Giles Rd.
402.537.3900 **P**
402.537.3902 **F**

Police
7701 S. 96th St.
402.331.1582 **P**
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Public Works
9900 Portal Rd.
402.331.8927 **P**
402.331.1051 **F**

Recreation
8116 Park View Blvd.
402.331.3455 **P**
402.331.0299 **F**

Storm Water Management Fee Tracking

Updated 30-Jun-25

July 1, 2024 to June 30, 2025

Based on City Engineer Bldg Permit Review Letters and/or Monthly Bldg Permit Reports

Location.....	Project Name.....	Date	Permit Fee		
			Acres	per Ac.	Collected
6924 S. 110th	Zych Drywall		1.6	\$5,478.00	\$ 8,764.80
9824 Hillcrest Plaza	Sagebrook Multifamily		15.78	\$4,520.00	\$ 71,325.60
12251 McDermott Plaza	Southport East Restaurant Shell		0.57	\$5,642.00	\$ 3,215.94
14607 Chandler Road	Chandler Flex		5.14	\$5,642.00	\$ 28,999.88
11801 Olive Street	Lot 3, Harrison Hills Replat 4		4.61	\$5,642.00	\$ 26,009.62
10779 Hillcrest Plz	Val Vista Tommys		1.66	\$5,642.00	\$ 9,365.72

Total for June 30, 2025 Payment to the PMRNRD	\$147,681.56
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INVOICE

TO: CITY OF LAVISTA
8116 PARK VIEW BLVD
LAVISTA NE 68128

Billing Address:
Nebraska Department of Transportation
c/o Controller Division
PO Box 94759
Lincoln NE 68509-4759

DATE
08-13-2025
COST DESCRIPTION

ACCOUNT NUMBER
L2075

INVOICE NUMBER
0650023
COST

PROJECT NO. DPS-77(67)
CONTROL NO. 22885
AGREEMENT NO. BL2248

SEE ATTACHED FOR DETAILS

AMOUNT DUE THIS INVOICE: \$204,967.09

204,967.09

CHTC PAY
PMD 8/29/25
16.71.0917.000 - STRT19008

CONTACT J CRUNK AT 402-479-4305 WITH ANY QUESTIONS

PREPARED BY:	DESCRIPTION	PAY THIS AMOUNT
J CRUNK	DPS-77(67)	204,967.09

DETACH THIS PORTION AND RETURN WITH A PAYMENT

08-13-2025

Make Checks Payable to & Mail to:

CITY OF LAVISTA

Nebraska Dept. of Transportation
c/o Controller Division
PO Box 94759
Lincoln NE 68509-4759

Page 01 of 01

DATE OF INVOICE

TERMS

This amount is due
upon receipt of this
invoice

SPD NUMBER

INVOICE NUMBER
0650023

ACCOUNT NUMBER
L2075

204,967.09

INVOICE SUPPORT DETAIL

Responsible Party: City of La Vista
Project No. DPS-77(67)
Control No. 22885
Agreement No. BL2248
Expenses Thru: August 11, 2025
Description: 84th St. Trail, Giles-Harrison, La Vista
Invoice No: 0650023

Work Phase	Total Agreement	City Funding Percent	City Costs Share
Preliminary Engineering:			
NDOT expenses to date:	5,581.12	100%	5,581.12
Consultant Agreement BK2260 Benesch and Company/Alfred	97,294.97	20%	19,458.99
Consultant Agreement BK2340 Design Workshop Inc.	571,518.10	100%	571,518.10
Right of Way:			
NDOT expenses to date:	199,385.97	100%	199,385.97

As per Agreement BL2248, between City of La Vista and NDOT

18.8 LPA Project Budget and Invoicing by State

- 18.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.
- 18.8.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.

City Total Cost Share	795,944.18
Less Previous Invoices	(590,977.09)
Total Due This Invoice	204,967.09



Please Remit to:
 Dept 1539, PO Box 30106
 Salt Lake City, UT 84130-0106
 phone: 303.721.1440
 email: accounting@fhueng.com

INVOICE

Mr. Patrick Dowse, PE
 City Engineer
 City of La Vista
 9900 Portal Rd
 La Vista, NE 68128

August 20, 2025
 Project No: 124434-01
 Invoice No: 45774

Project 124434-01 99th and Giles Traffic Signal
Professional Services for the Period: July 01, 2025 to July 31, 2025

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
FHU Labor	46,755.00	100.00	46,755.00	46,755.00	0.00
FHU Expenses	230.00	100.00	230.00	230.00	0.00
RW Engineering Fee	5,415.00	95.00	5,144.25	5,144.25	0.00
Midwest ROW Fee	25,100.00	60.00	15,060.00	11,295.00	3,765.00
Total Fee	77,500.00		67,189.25	63,424.25	3,765.00
			Total Fee		3,765.00
				TOTAL AMOUNT DUE	\$3,765.00

Project Manager Connor Gilinsky

OK TO PAY
 PMO 8/25/25

07.31.2017.CCD - STRT25064

City of La Vista, Nebraska
 72nd Street Storm Sewer Rehabilitation
 Project Number STRT22006
 Pay Estimate #1
 Through 8/22/25
 Pay to NL&L Concrete Inc.



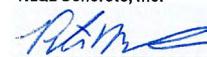
No.	Description	BID QTY	UNIT	UNIT PRICE	TOTAL	QTY TO DATE	TOTAL TO DATE	QTY TO FINISH	TOTAL TO FINISH
1	Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0	\$ -
2	Provide Temporary Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -
3	Remove and Reconstruct Class III 36" Storm Sewer	30	LF	\$ 350.00	\$ 10,500.00	24	\$ 8,400.00	6	\$ 2,100.00
4	Construct Aggregate Bedding for Class III RCP 36" Storm Sewer	30	LF	\$ 45.00	\$ 1,350.00	24	\$ 1,080.00	6	\$ 270.00
5	Construct 36" Concrete Pipe Collar	2	EA	\$ 1,900.00	\$ 3,800.00	1	\$ 1,900.00	1	\$ 1,900.00
6	Remove Guardrail	260	LF	\$ 20.00	\$ 5,200.00	260	\$ 5,200.00	0	\$ -
7	Pedestal Pole	1	LS	\$ 6,200.00	\$ 6,200.00	1	\$ 6,200.00	0	\$ -
8	10" Concrete Pavement Repair	150	SY	\$ 92.00	\$ 13,800.00	157.33	\$ 14,474.36	-7.33	\$ (674.36)
9	Remove and Replace Precast Inlet Top	1	EA	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00	0	\$ -
10	Rental of Dump Truck, Fully Operated	25	HR	\$ 75.00	\$ 1,875.00	0	\$ -	25	\$ 1,875.00
				TOTAL	\$ 54,025.00		\$ 48,554.36		\$ 5,470.64

XO1	Inlet Throat Repair, 36" Pipe Bridging, Flowable Fill Removal	1	EA	\$ 7,700.00	\$ 7,700.00	1	\$ 7,700.00
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WORK TO DATE \$ 48,554.36
 ADDITIONAL WORK \$ 7,700.00
 TOTAL TO DATE \$ 56,254.36
 LESS RETAINAGE (5%) \$ 2,812.72
 LESS PREVIOUS PAYMENTS \$ -

TOTAL DUE CONTRACTOR \$ **53,441.64**

Digitally signed by Chad Southwick
 DN C#US,
 EricSouthwick@nlaland.com,
 CN-Chad Southwick
 Reason I am approving this estimate
 Date 2025-06-27
 16:24:04/05/07

Approved: Chad Southwick
 Date
 8/27/25
 City of La Vista, NE

OK TO PAY
 PMS 8/27/25
 05-71-0917.00 - STRT22006

ACCOUNTS PAYABLE CHECK REGISTER

A-10

Check #	Check Date	Vendor Name	Amount	Voided
11	08/27/2025	UMR INC	116055.16	N
12	08/27/2025	UMR INC	57891.59	N
18	08/27/2025	POINT C HEALTH	10208.04	N
38	09/02/2025	MENARDS-RALSTON	.00	N
39	09/02/2025	TURFWERKS	.00	N
145665	08/20/2025	LEAGUE OF NEBRASKA MUNICIPALITIES	55205.00	N
145666	08/20/2025	RDG PLANNING & DESIGN	5900.73	N
145667	08/20/2025	SPENCER MANAGEMENT	390970.35	N
145668	08/20/2025	MACKIE CONSTRUCTION	67675.32	N
145669	08/20/2025	MGT IMPACT SOLUTIONS, LLC	10026.50	N
145670	08/20/2025	A VITALSIGNS UNLIMITED INC	61750.00	N
145671	08/26/2025	PRINTCO GRAPHICS INC	3445.42	N
145672	08/27/2025	WESTLAKE HARDWARE INC NE-022	1543.19	N
145673	08/27/2025	VOID	.00	Y
145674	08/27/2025	VOID	.00	Y
145675	08/27/2025	VOID	.00	Y
145676	08/27/2025	SWANK MOTION PICTURES INC	795.00	N
145677	09/02/2025	4 SEASONS AWARDS	12.00	N
145678	09/02/2025	ABRAHAMS KASLOW & CASSMAN LLP	3235.00	N
145679	09/02/2025	ACTION BATTERIES UNLTD INC	104.60	N
145680	09/02/2025	AKRS EQUIPMENT SOLUTIONS, INC.	399.00	N
145681	09/02/2025	AMAZON CAPITAL SERVICES, INC.	680.92	N
145682	09/02/2025	AMERICA'S FENCE STORE INC	239.01	N
145683	09/02/2025	ANTHONY PERSON	800.00	N
145684	09/02/2025	APPLIED CONCEPTS INCORPORATED	4962.00	N
145685	09/02/2025	APWA-AMER PUBLIC WORKS ASSN	4094.54	N
145686	09/02/2025	ARNOLD MOTOR SUPPLY	1973.40	N
145687	09/02/2025	BAKER & TAYLOR LLC	924.63	N
145688	09/02/2025	BATTERIES PLUS BULBS #073	83.20	N
145689	09/02/2025	BISHOP BUSINESS EQUIPMENT COMPANY	924.94	N
145690	09/02/2025	CENTER POINT, INC.	246.90	N
145691	09/02/2025	CENTRAL SALT LLC	7972.72	N
145692	09/02/2025	CINTAS CORPORATION NO. 2	518.29	N
145693	09/02/2025	COLUMN SOFTWARE PBC	671.97	N
145694	09/02/2025	CONCRETE SUPPLY, INC.	7289.63	N
145695	09/02/2025	CULLIGAN OF OMAHA	13.50	N
145696	09/02/2025	DARICE CLARK-TATE	50.00	N
145697	09/02/2025	DOUGLAS COUNTY SHERIFF'S OFC	2255.00	N
145698	09/02/2025	EAKES OFFICE SOLUTIONS	36415.20	N
145699	09/02/2025	FERGUSON US HOLDINGS INC	145.95	N
145700	09/02/2025	FIRST RESPONDER OUTFITTERS, INC	1522.89	N
145701	09/02/2025	FUN SERVICES	635.00	N
145702	09/02/2025	G I CLEANERS & TAILORS	462.00	N
145703	09/02/2025	GALE	281.15	N
145704	09/02/2025	GRASS PAD INC	132.03	N
145705	09/02/2025	HANEY SHOE STORE	131.99	N
145706	09/02/2025	HARM'S CONCRETE INC	727.88	N
145707	09/02/2025	HONEYMAN RENT-ALL #1	373.50	N
145708	09/02/2025	INGRAM LIBRARY SERVICES LLC	2543.62	N
145709	09/02/2025	ISLAND SPRINKLER SUPPLY COMPANY	184.92	N
145710	09/02/2025	JAMS GOAT YOGA INC	1000.00	N
145711	09/02/2025	JORDAN BINDER	14.99	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
145712	09/02/2025	KACIE IN YOUR FACIE	450.00	N
145713	09/02/2025	KANOPI, INC.	104.50	N
145714	09/02/2025	KIMBALL MIDWEST	87.30	N
145715	09/02/2025	KRIHA FLUID POWER CO INC	17.96	N
145716	09/02/2025	LARSEN SUPPLY COMPANY	176.30	N
145717	09/02/2025	LEAGUE OF NEBR MUNICIPALITIES	2007.00	N
145718	09/02/2025	LEGION LED TRUCKS	1800.00	N
145719	09/02/2025	LOGAN CONTRACTORS SUPPLY	206.69	N
145720	09/02/2025	MENARDS-BELLEVUE	140.72	N
145721	09/02/2025	METRO AREA TRANSIT	890.00	N
145722	09/02/2025	METROPOLITAN COMMUNITY COLLEGE	35144.46	N
145723	09/02/2025	MICHAEL TODD AND COMPANY INC	1944.06	N
145724	09/02/2025	MICROFILM IMAGING SYSTEMS, INC.	4200.00	N
145725	09/02/2025	MIDWEST TURF & IRRIGATION	458.98	N
145726	09/02/2025	MILLARD METAL SERVICES INC	425.00	N
145727	09/02/2025	MR. PICNIC	2188.08	N
145728	09/02/2025	MSC INDUSTRIAL SUPPLY CO	282.80	N
145729	09/02/2025	NORM'S DOOR SERVICE	2754.20	N
145730	09/02/2025	O'REILLY AUTO PARTS	1594.86	N
145731	09/02/2025	OCLC INC	98.01	N
145732	09/02/2025	OFFICE DEPOT INC	336.59	N
145733	09/02/2025	OMNI ENGINEERING	951.12	N
145734	09/02/2025	ON THE SPOT PRODUCTIONS	2000.00	N
145735	09/02/2025	PAPILLION SANITATION	4193.35	N
145736	09/02/2025	PER MAR SECURITY SERVICES	227.13	N
145737	09/02/2025	POWERDMS INC	11574.63	N
145738	09/02/2025	PRIMA DISTRIBUTION, INC.	87.18	N
145739	09/02/2025	PRINTCO GRAPHICS INC	5504.53	N
145740	09/02/2025	READY MIX CONCRETE COMPANY	491.02	N
145741	09/02/2025	SARPY COUNTY COURTHOUSE	4582.00	N
145742	09/02/2025	SARPY STRONG JUNK REMOVAL	650.00	N
145743	09/02/2025	SECURITY EQUIPMENT INC.	198.00	N
145744	09/02/2025	SIMPLE GRANTS	4620.00	N
145745	09/02/2025	SUBURBAN NEWSPAPERS INC	132.08	N
145746	09/02/2025	SUMMIT FIRE PROTECTION CO	262.50	N
145747	09/02/2025	SUN VALLEY LANDSCAPING	210.00	N
145748	09/02/2025	Syncquip LLC	29657.00	N
145749	09/02/2025	TED'S MOWER SALES & SERVICE INC	384.80	N
145750	09/02/2025	THE COLONIAL PRESS, INC	158.01	N
145751	09/02/2025	THE WALDINGER CORPORATION	1223.00	N
145752	09/02/2025	TRUCK CENTER COMPANIES	862.65	N
145753	09/02/2025	USI EDUCATION & GOVERNMENT SALES	90.70	N
145754	09/02/2025	VIERREGGER ELECTRIC COMPANY	1821.92	N
145755	09/02/2025	WHITE CAP LP	78.48	N
1262432	08/20/2025	US BANK NATIONAL ASSOCIATION	33532.21	N
1262433	08/20/2025	VOID	.00	Y
1262434	08/20/2025	VOID	.00	Y
1262435	08/20/2025	VOID	.00	Y
1262436	08/20/2025	VOID	.00	Y
1262437	08/20/2025	VOID	.00	Y
1262438	08/20/2025	VOID	.00	Y
1262439	08/20/2025	VOID	.00	Y

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
1262440	08/20/2025	VOID	.00	Y
1262441	08/27/2025	ABM INDUSTRIES, INC	20452.76	N
1262442	08/27/2025	FRATERNAL ORDER OF POLICE	2225.00	N
1262443	08/27/2025	POLICE & FIREMEN'S INSURANCE	293.13	N
1262444	08/27/2025	ACTIVE NETWORK LLC	111.23	N
1262445	08/27/2025	ADP INC	466798.02	N
1262446	08/27/2025	AMERICAN HERITAGE LIFE INSURANCE CO	314.56	N
1262447	08/27/2025	COLONIAL LIFE & ACCIDENT INS CO	2120.06	N
1262448	08/27/2025	CORE BANK	361156.58	N
1262449	08/27/2025	COX COMMUNICATIONS, INC.	893.65	N
1262450	08/27/2025	DEARBORN NATIONAL LIFE INSURANCE CO	1457.00	N
1262451	08/27/2025	DEARBORN NATIONAL LIFE INSURANCE CO	7549.41	N
1262452	08/27/2025	GREATAMERICA FINANCIAL SERVICES	1744.49	N
1262453	08/27/2025	LINCOLN NATIONAL LIFE INS CO	7958.47	N
1262454	08/27/2025	MARCO INCORPORATED	165.77	N
1262455	08/27/2025	METLIFE	1159.94	N
1262456	08/27/2025	MISSIONSQUARE RETIREMENT	72149.16	N
1262457	08/27/2025	NE BANK F/K/A FARMERS STATE BANK	33677.74	N
1262458	08/27/2025	NE DEPT OF REVENUE-SALES TAX	136.85	N
1262459	08/27/2025	PETROS PACE FINANCE	42104.15	N
1262460	09/02/2025	CENTURY LINK/LUMEN	245.22	N
1262461	09/02/2025	COX COMMUNICATIONS, INC.	147.03	N
1262462	09/02/2025	GREAT PLAINS COMMUNICATION	1087.79	N
1262463	09/02/2025	CITY OF PAPILLION - MFO	246596.00	N
1262464	09/02/2025	HEARTLAND NATURAL GAS	538.03	N
1262465	09/02/2025	SHI INTERNATIONAL CORP.	16087.16	N

TOTAL: \$2309457.69

APPROVED BY COUNCIL MEMBERS ON: 02/10/2025

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA

Subject:	Type:	Submitted By:
AMENDING FY25 - FY26 BIEENNIAL BUDGET	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

SYNOPSIS

The third and final reading of the Appropriations Ordinance has been scheduled to consider the proposed amendment to the FY25 – FY26 biennial budget.

FISCAL IMPACT

The recommended amended budget for FY26 is \$67,374,408 in all funds, an increase of \$14,945,365. The total proposed preliminary property tax request for FY26 is \$13,562,756 which requires a property tax levy of \$0.54 per \$100 dollars of assessed valuation.

In FY26 the owner of a home valued at \$200,000 will pay \$1080 in property taxes, or \$90 per month.

RECOMMENDATION

Approval of third reading of the Appropriations Ordinance.

BACKGROUND

The City Council held a budget amendment workshop on July 14, 2025. The proposed Appropriations Ordinance is based on the discussions from these meetings. Additional modifications are being recommended based on updated information primarily related to Capital Improvement projects.

A summary of the modifications is provided in the attached documents.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1516 AND THE BIEENNIAL BUDGET APPROPRIATING THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING ON SEPTEMBER 30, 2026, AND TO AMEND AMOUNTS APPROPRIATED FOR THE FIRST AND SECOND YEARS OF SUCH BIEENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That (i) the Mayor and City Council find and determine that there are circumstances which could not reasonably have been anticipated at the time the budget for the biennial period was adopted, and proposed revisions to the previously adopted budget statement have been presented and are hereby ratified and affirmed, and (ii) after publication of notice and conducting a public hearing in accordance with applicable requirements, the Mayor and City Council desire to approve the proposed revised budget.

Section 2. That Section 1 of Ordinance No.1516 is hereby amended to revise amounts of the current biennial budget specified for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025; and the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 as follows:

"Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statements, as amended and on file with the City Clerk, is hereby approved as The Annual Appropriation Bill for the fiscal year beginning October 1, 2024, through September 30, 2025 and the fiscal year beginning October 1, 2025, through September 30, 2026, including summaries and supporting documentation. All sums of money contained in the revised budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. A copy of the budget document, as amended, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

Fund	Proposed Budget of Disbursements and Transfers FY25	Proposed Budget of Disbursements and Transfers FY26	Amount to be Raised by Property Tax Levy FY25	Amount to be Raised by Property Tax Levy FY26
General Fund	27,743,521.00	29,899,088.00	12,021,710.00	12,558,108.00
Sewer Fund	6,630,389.00	6,233,862.00	0.00	0.00
Sewer Reserve Fund	0.00	0.00	0.00	0.00
Debt Service Fund	4,669,315.00	4,330,553.00	961,737.00	1,004,648.00
Capital Fund	9,868,817.00	5,463,947.00	0.00	0.00
Lottery Fund	1,404,378.00	1,336,411.00	0.00	0.00
Economic Development	1,147,555.00	1,152,374.00	0.00	0.00
Redevelopment Fund	8,175,769.00	16,981,675.00	0.00	0.00
Police Academy	234,947	255,533.00	0.00	0.00
TIF – City Centre Phase 1A	426,173.00	439,226.00	0.00	0.00
TIF – City Centre Phase 1B	647,702.00	667,460.00	0.00	0.00
Qualified Sinking Fund	370,000.00	450,000.00	0.00	0.00
TIF – City Centre Phase 1C	67,061.00	69,581.00	0.00	0.00
TIF – City Centre Phase 1D	91,626.00	94,698.00	0.00	0.00
Total All Funds	61,477,253.00	67,374,408.00	12,983,447.00	13,562,756.00

Section 3. Section 1 of Ordinance No. 1516, and any other ordinance or resolution of the City, or part of any such ordinance or resolution of the City, as previously enacted that is inconsistent or in conflict with this Ordinance is hereby repealed to the extent of the conflict or inconsistency.

Section 4. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS ____TH DAY OF ____ 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

City of La Vista FY25/FY26 Amendment Change Log

FY25 - FY26 Biennial Budget Amendments Itemized Changes - Budget Workshop to 3rd Reading		
Category	Description	FY26 Amount
General Fund		
Revenue		
Property Tax	Final Valuation from County	(76,216)
Expenditures		
Payroll adj		
Personnel Services	Change to City Admin projected pay including benefits	28,062
Commodities		
Community Development	Carry over of permit hardware from FY25	7,485
Contractual Services		
Fire	Reduction in La Vista portion of MFO cost due to Valuation	(14,050)
Admin Dept	Carry over of City Admin Rec Exp from FY25	10,000
Maintenance		
Rec Dept	Carry over of expense for bleachers from FY25	7,080
Other Charges		
Police Dept	Carry over of recruitment video from FY25	10,000
Admin Dept	Carry over of incidentals and relo for city administrator	40,000
Capital Outlay		
IT Dept	Carry Over of Council Chamber software update from FY25	175,000
Police Dept	Carry Over of Canine purchase from FY25	30,000
Street Dept	Carry Over of Swap Loader from FY25	30,000
Additional Exp		
	Carry Over Total	323,577
Debt Service Fund		
Revenue		
Property Tax	Final Valuation from County	(6,097)
MFO Reimbursement	Change in percent of MFO	1,397
Expenditures		
Other Charges	Debt Service MFO	(750)
Sewer Fund		
Capital Improvement	Carry Over Projects from FY25 to FY26	500,000
Capital Improvement Fund		
Capital Improvement	Carry Over Projects from FY25 to FY26	1,838,597
Redevelopment Fund		
Capital Improvement	Carry Over Projects from FY25 to FY26	93,675
Capital Improvement	Increase to Pool Design for FY26	50,000
Lottery Fund		
Legal Service	Carry Over of legal expenses for new contract from FY25	20,000
Police Academy Fund		
Personel Services	Car allowance for employees	6,000

General Fund

Proposed Amendments to FY26

Increase in revenue of \$1.9M

Increase of \$1.4M in expenditures

Additional Transfer of \$334K to Internal Services Fund

General Fund

	Fiscal Year 2026				
	Original Budget	Inc. (Dec.)	As %	Proposed Budget	
Beginning Fund Balance	\$ 14,803,763			\$ 17,406,127	
Revenue					
Property Tax Total	\$ 12,634,946	536,398	4%	\$ 13,171,344	
Sales Tax Received	\$ 6,286,586	418,307	7%	\$ 6,704,893	
In Lieu Of Tax	\$ 221,811	-	0%	\$ 221,811	
State Revenue	\$ 2,421,656	-	0%	\$ 2,421,656	
Occupation & Franchise Tax	\$ 898,312	-	0%	\$ 898,312	
Hotel Occupancy Tax	\$ 1,224,106	-	0%	\$ 1,224,106	
Permits & Licenses	\$ 389,137	-	0%	\$ 389,137	
Interest Income	\$ 372,417	-	0%	\$ 372,417	
Recreation Fees	\$ 196,181	-	0%	\$ 196,181	
Special Services	\$ 20,500	-	0%	\$ 20,500	
Grant Income	\$ 334,000	500,000	150%	\$ 834,000	
Restaurant Tax	\$ 700,000	330,518	47%	\$ 1,030,518	
Parking Garage Fees	\$ 321,846	145,000	45%	\$ 466,846	
Other Income	\$ 216,519	-	0%	\$ 216,519	
Total Revenue	\$ 26,238,017	1,930,223	8%	\$ 28,168,240	
Expenditures					
Personnel Services	\$ 16,330,709	924,054	6%	\$ 17,254,763	
Commodities	\$ 755,326	7,475	1%	\$ 762,801	
Contractual Svcs	\$ 7,195,104	63,445	1%	\$ 7,258,549	
Maintenance	\$ 1,203,042	51,330	4%	\$ 1,254,372	
Other Charges	\$ 383,599	50,000	0%	\$ 433,599	
Capital Outlay	\$ 871,594	350,000	0%	\$ 1,221,594	
Cip	\$ -	-	0%	\$ -	
Total Expenditures	\$ 26,739,374	1,446,304	4%	\$ 28,185,678	
Revenues Less Expenditures	\$ (501,357)	483,919			(17,438)
Net Transfers In (Out)	\$ (1,028,874)	(334,536)	33%	\$ (1,363,410)	
Net Change In Fund Balance	\$ (1,530,231)	149,383		\$ (1,380,848)	
Ending Fund Balance	\$ 13,273,532	149,383		\$ 16,255,553	

DEBT SERVICE FUND

Proposed Amendments to FY26

Revenue increase of \$42K in property tax and \$209K in sales tax
Decrease in expense of \$62K

Debt Service Fund

		Fiscal Year 2026				
		Original	Inc.	As	Proposed	
		Budget	(Dec.)	%	Budget	
Beginning Fund Balance	\$	1,636,996			\$	2,086,749
Revenue						
Property Tax Total	\$	973,149	\$ 42,912	5%	\$ 1,016,061	
Sales Tax Received	\$	3,143,293	\$ 209,153	7%	\$ 3,352,446	
In-Lieu of Tax (OPPD Via Sarpy Cty)	\$	22,180	\$ -	0%	\$ 22,180	
Interest Income	\$	77,614	\$ -	0%	\$ 77,614	
Bond Proceeds	\$	-	\$ -	0%	\$ -	
Other Income	\$	390,775	\$ 1,397	0%	\$ 392,172	
Total Revenue	\$	4,607,011	253,462	6%	\$ 4,860,473	
Expenditures						
Debt Service - Bond Principle	\$	2,555,000	\$ -	0%	\$ 2,555,000	
Debt Service - Bond Interest	\$	1,517,122	\$ (61,190)	-4%	\$ 1,455,932	
Other Charges	\$	321,907	\$ (2,286)	-1%	\$ 319,621	
Total Expenditures	\$	4,394,029	(63,476)	-1%	\$ 4,330,553	
Revenues Less Expenditures	\$	212,982	316,938			529,920
Net Transfers In (OUT)	\$	300,000	\$ -	0%	\$ 300,000	
Net Change In Fund Balance	\$	512,982			\$	829,920
Ending Fund Balance	\$	2,149,978	316,938		\$	2,916,699

REDEVELOPMENT FUND

Proposed Amendments to FY26

Revenue increase of \$209K in sales tax

Bond revenue of \$7M carried over from prior year. Federal grants carry over of \$3.5M from prior year.

Increase in expenditures from the carry over projects of \$4.2M and additional projects of \$1.6M result in an increase of \$5.7M

REDEVELOPMENT FUND

		Fiscal Year 2026			
		Original Budget	Inc. (Dec.)	As %	Proposed Budget
Beginning Fund Balance	\$	11,309,048			\$ 6,020,597
Revenue					
Sales & Use Tax	\$	3,143,293	209,153	7%	\$ 3,352,446
GBOT Total	\$	390,000	-	0%	\$ 390,000
Interest Income	\$	218,630	-	0%	\$ 218,630
Bond Proceeds	\$	-	7,000,000	0%	\$ 7,000,000
Federal Grants	\$	1,422,164	3,500,000	246%	\$ 4,922,164
Total Revenue	\$	5,174,087	10,709,153	207%	\$ 15,883,240
Expenditures					
Contractual Services	\$	232,500	-	0%	\$ 232,500
Other Charges	\$	3,148,512	64,663	2%	\$ 3,213,175
CIP	\$	3,635,000	9,901,000	272%	\$ 13,536,000
Total Expenditures	\$	7,016,012	9,965,663	142%	\$ 12,940,350
Revenues Less Expenditures	\$	(1,841,925)	743,490		\$ 2,942,890
Net Transfers In (OUT)	\$	-	-	0%	\$ -
Net Change In Fund Balance	\$	(1,841,925)			\$ (1,098,435)
Ending Fund Balance	\$	9,467,123	743,490		\$ 4,922,162

CAPITAL IMPROVEMENT FUND

Proposed Amendments to FY26

Increases in capital expenditures of \$2.4M

CAPITAL IMPROVEMENT FUND

		Fiscal Year 2026			
		Original Budget	Inc. (Dec.)	As %	Proposed Budget
Beginning Fund Balance		\$ 2,337,905			\$ 2,032,557
Revenue					
Interest Income	\$ 7,728	-	0%	\$ 7,728	
Bond Proceeds	\$ 12,000,000	-	0%	\$ 12,000,000	
Total Revenue	\$ 12,007,728	-	0%	\$ 12,007,728	
Expenditures					
Capital Construction	\$ 2,995,000	2,468,947	82%	\$ 5,463,947	
Total Expenditures	\$ 2,995,000	2,468,947	82%	\$ 5,463,947	
Revenues Less Expenditures	\$ 9,012,728	(2,468,947)		\$ 6,543,781	
Net Transfers In (Out)	\$ 425,000	-	0%	\$ 425,000	
Net Change In Fund Balance					
Ending Fund Balance	\$ 11,775,633	(2,468,947)		\$ 9,001,338	

LOTTERY FUND BUDGET

Proposed Amendments to FY26

Decrease in Revenue of \$135K

Net Decrease in expenditures of \$4K

LOTTERY FUND BUDGET

		Fiscal Year 2026			
		Original Budget	Inc. (Dec.)	As %	Proposed Budget
Beginning Fund Balance		\$ 5,295,533			\$ 5,544,462
Revenue					
Community Betterment	\$ 900,000	(100,000)	-11%	\$ 800,000	
Taxes Form 51	\$ 315,000	(35,000)	-11%	\$ 280,000	
Interest Income	\$ 100,287	-	0%	\$ 100,287	
Other Income	\$ 10,000	-	0%	\$ 10,000	
Total Revenue	\$ 1,325,287	(135,000)	-10%	\$ 1,190,287	
Expenditures					
Personnel Services Subtotal	\$ 115,005	3,076	3%	\$ 118,081	
Commodities Subtotal	\$ 285,200	22,000	8%	\$ 307,200	
Contractual Services Subtotal	\$ 251,130	285,000	113%	\$ 536,130	
Maintenance Subtotal	\$ -	-	0%	\$ -	
Other Charges Subtotal	\$ 365,000	(315,000)	-86%	\$ 50,000	
Total Expenditures	\$ 1,016,335	(4,924)	-2%	\$ 1,011,411	
Revenues Less Expenditures	\$ 308,952	(130,076)	-36%	\$ 178,876	
Net Transfers In (OUT)	\$ (325,000)	-	0%	\$ (325,000)	
Net Change In Fund Balance	\$ (16,048)			\$ (126,124)	
Ending Fund Balance	\$ 5,279,485	(130,076)	3%	\$ 5,418,338	

ECONOMIC DEVELOPMENT FUND

Proposed Amendments to FY26

Reduction in the principal payments on the loan to City Ventures.

Increase in interest payments on the loan to City Ventures

ECONOMIC DEVELOPMENT FUND BUDGET

		Fiscal Year 2026			
		Original Budget	Inc. (Dec.)	As %	Proposed Budget
Beginning Fund Balance	\$	977			\$ 37,645
Revenue					
Grantee Principal Payments	\$	500,000	(466,371)	-93%	\$ 33,629
Grantee Interest Payments	\$	154,749	62,575	40%	\$ 217,324
Total Revenue	\$	654,749	(403,796)	-62%	\$ 250,953
Expenditures					
Other Charges	\$	1,152,374	-	0%	\$ 1,152,374
Total Expenditures	\$	1,152,374	-	0%	\$ 1,152,374
Revenues Less Expenditures	\$	(497,625)	(403,796)	81%	\$ (901,421)
Net Transfers In (OUT)	\$	878,874	\$ -	0%	\$ 878,874
Net Change In Fund Balance	\$	381,249			\$ (22,547)
Ending Fund Balance	\$	382,226		0%	\$ 15,098

Internal Service Fund

Proposed Amendments to FY26

Additon of pass through fund for Employee Self Funded Health Insurance

Internal Service Fund

		Fiscal Year 2026			
		Original Budget	Inc. (Dec.)	As %	Proposed Budget
Beginning Fund Balance	\$	-		\$	-
Revenue					
Employee Health Insurance Charges	\$	-	1,873,626	0%	\$ 1,873,626
EE Premium	\$	-	412,800	0%	\$ 412,800
Total Revenue	\$	-	2,286,426	0%	\$ 2,286,426
Expenditures					
Health Insurance Charges	\$	-	2,620,962	0%	\$ 2,620,962
Total Expenditures	\$	-	2,620,962	0%	\$ 2,620,962
Revenues Less Expenditures	\$	-	(334,536)	0%	\$ (334,536)
Net Transfers In (OUT)	\$	-	\$ 334,536	0%	\$ 334,536
Net Change In Fund Balance	\$	-		\$	-
Ending Fund Balance	\$	-		0%	\$ -

SEWER FUND SUMMARY

Proposed Amendments to FY26

\$82K increase in personnel expenses

SEWER FUND SUMMARY

		Fiscal Year 2026			
		Original Budget	Inc. (Dec.)	As %	Proposed Budget
Beginning Fund Balance	\$ 1,636,996				\$ 2,086,749
Revenue					
Sewer Charges	\$ 5,466,632	-	0%	\$ 5,466,632	
Interest Income	\$ 23,161	-	0%	\$ 23,161	
Total Revenue	\$ 5,489,793	-	0%	\$ 5,489,793	
Expenditures					
Subtotal - Personnel Services	\$ 785,365	82,356	10%	\$ 867,721	
Subtotal - Commodities	\$ 38,360	-	0%	\$ 38,360	
Subtotal - Contractual Services	\$ 3,790,033	-	0%	\$ 3,790,033	
Subtotal - Maintenance	\$ 67,626	-	0%	\$ 67,626	
Other Charges	\$ 19,976	-	0%	\$ 19,976	
Subtotal - CIP	\$ 25,000	500,000	0%	\$ 525,000	
Total Expenditures	\$ 4,726,360	582,356	2%	\$ 5,308,716	
Revenues Less Expenditures	\$ 763,433	(582,356)	-11%	\$ 181,077	
Net Transfers In (OUT)	\$ (719,146)	\$ (206,000)	98%	\$ (1,425,146)	
Net Change In Fund Balance	\$ (777,671)			\$ (891,589)	
Ending Fund Balance	\$ 859,325	(788,356)		\$ 1,195,160	

Reserve Summary

Operations Reserve	18%	25%
Target Operating Reserve	25%	25%
Over/(Under Target)	-7%	0%

SEWER RESERVE FUND

Proposed Amendments to FY26

Increase in transfer in from the Sewer Fund of \$706K

SEWER RESERVE FUND

	\$	FY26			
		Original Budget	Inc. (Dec.)	As %	Proposed Budget
Beginning Fund Balance	\$ 4,122,531				\$ 3,712,537
Revenue					
Interest Income	\$ 75,657		-	0%	\$ 75,657
Total Revenue	\$ 75,657		-	0%	\$ 75,657
Expenditures					
Total Expenditures	\$ -		-	0%	\$ -
Revenues Less Expenditures	\$ 75,657		-	0%	\$ 75,657
Net Transfers In (OUT)	\$ 719,146	\$ 206,000		28%	\$ 925,146
Net Change In Fund Balance	\$ 794,803				\$ 1,000,803
Ending Fund Balance	\$ 4,917,334		-		\$ 4,713,340

POLICE ACADEMY

Proposed Amendments to FY26

Increase in revenue from the agency contributions of \$23K offset slightly by personnel cost increase of \$4K
 Increase in personnel cost of \$10K

POLICE ACADEMY BUDGET

		FY26			
		Original Budget	Inc. (Dec.)	As %	Proposed Budget
Beginning Fund Balance	\$ 155,752				\$ 224,784
Revenue					
Police Academy Operating Revenue	\$ 247,445	22,500	9%	\$ 269,945	
Interest Income	\$ 300	-	0%	\$ 300	
Total Revenue	\$ 247,745	22,500	9%	\$ 270,245	
Expenditures					
Personnel Services	\$ 213,222	9,960	2%	\$ 223,182	
Commodities	\$ 3,655	-	0%	\$ 3,655	
Contractual Services	\$ 13,398	-	0%	\$ 13,398	
Other Charges	\$ 15,298	-	0%	\$ 15,298	
Total Expenditures	\$ 245,573	3,960	2%	\$ 255,533	
Revenues Less Expenditures	\$ 2,172	18,540		\$ 20,712	
Net Transfers In (OUT)	\$ -	-	0%	\$ -	
Net Change In Fund Balance	\$ 2,172			\$ 14,713	
Ending Fund Balance	\$ 157,924	18,540		\$ 239,497	

TIF Funds

Proposed Amendments to FY26

No changes to the TIF Fund budgets for FY26

Fiscal Year 2026					
TIF	Revenue	Expenditures	Ending Balance		
1A	\$ 439,226	\$ 439,226	\$ -		
1B	\$ 667,460	\$ 667,460	\$ -		
1C	\$ 69,581	\$ 69,581	\$ -		
1D	\$ 94,698	\$ 94,698	\$ -		

QUALIFIED SINKING FUND

Proposed Amendments to FY26

No changes to the Qualified Sinking Fund budget for FY26

QUALIFIED SINKING FUND

		FY26		
		Original Budget	Inc. (Dec.)	As % Proposed Budget
Beginning Fund Balance	\$	1,680,619		\$ 1,933,713
Revenue				
Interest Income		23551	0	0 23551
Total Revenue	\$	23,551	-	0% \$ 23,551
Expenditures				
Total Expenditures	\$	-	-	0% \$ -
Revenues Less Expenditures	\$	23,551	-	0% \$ 23,551
Net Transfers In (Out)	\$	(250,000)	\$ -	0% \$ (250,000)
Net Change In Fund Balance	\$	(226,449)		\$ (226,449)
Ending Fund Balance	\$	1,454,170	-	0% \$ 1,707,264

All Funds Summary

Proposed Amendments to FY26

Increase in Revenues of \$14.6M

Increase in Expenses of \$15.5M

All Funds Summary

Fund	Fiscal Year 2026					Proposed Budget
	Original Budget	Budget Adj For FY25 YEE	Amendment Rev	Amendment Exp		
General	\$ 13,273,532	\$ 16,106,170	1,930,223	1,780,840	\$	16,255,553
Sewer	\$ 859,325	\$ 1,983,516	-	788,356	\$	1,195,160
Debt Service	\$ 2,149,978	\$ 2,599,731	253,462	(63,476)	\$	2,916,669
Capital Improvement	\$ 11,775,633	\$ 11,470,285	-	2,468,947	\$	9,001,338
Lottery	\$ 5,279,485	\$ 5,548,414	(135,000)	(4,924)	\$	5,418,338
Economic Development	\$ 382,226	\$ 418,894	(403,796)	-	\$	15,098
Off-Street Parking	\$ -	\$ 0	-	-	\$	0
Internal Services	\$ -	\$ -	2,286,426	2,286,426	\$	-
Redevelopment	\$ 9,467,123	\$ 4,178,672	10,709,153	5,924,338	\$	8,963,487
Police Academy	\$ 157,924	\$ 226,956	22,500	9,960	\$	239,496
TIF - City Centre Phase 1A	\$ -	\$ -	-	-	\$	-
TIF - City Centre Phase 1B	\$ -	\$ -	-	-	\$	-
TIF - City Centre Phase 1C	\$ -	\$ -	-	-	\$	-
TIF - City Centre Phase 1D	\$ -	\$ -	-	-	\$	-
Sewer Reserve	\$ 4,917,334	\$ 4,507,340	-	(206,000)	\$	4,713,340
Qualified Sinking Fund	\$ 1,454,170	\$ 1,707,264	-	-	\$	1,707,264
Ending Fund Balances	\$ 49,716,730	\$ 48,747,242	\$ 14,662,968	\$ 12,984,467	\$	50,425,743

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA

Subject:	Type:	Submitted By:
AMENDING THE COMPENSATION ORDINANCE & SETTING RATES OF AUTO & PHONE ALLOWANCES	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

An ordinance has been prepared to amend the compensation ordinance to reflect the following items established as part of the FY24 municipal budget:

- For all City employees, not covered by a collective bargaining agreement, the range for salary increases will be 0-7% in accordance with the adopted pay matrix effective October 1, 2025.
- A 1.5 percent increase in the wage matrix to maintain wage competitiveness with the market.

A resolution has been prepared to authorize monthly auto and cellular phone allowances for FY26.

FISCAL IMPACT

The FY26 municipal budget includes funding for the proposed amendments.

RECOMMENDATION

Approval and waiver of three readings.

BACKGROUND

The mid-biennium budget for FY26 reflects pay adjustments in the employee performance evaluation and compensation methodologies for employees not covered by a collective bargaining agreement. For all City employees not covered by a collective bargaining agreement, the range for salary increases will be 0-7% in accordance with the adopted pay matrix effective October 1, 2025.

The proposed budget for FY26 also includes allowance for auto and cellular phone. Staff proposed no changes to the auto and cellular phone allowances.

ORDINANCE NO. 1546

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

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

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

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

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

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 1620 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish. Management Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided in section 13.

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 1620 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish. 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 in section 13.

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 1620 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 78. 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 1620 of this Ordinance. For Fiscal year 20265 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 89. 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 911. 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 102. 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 113. 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. B. Call-out pay shall be compensated as set forth in the City Employee Handbook for all full-time employees not covered by the Agreement between the La Vista Fraternal Order of Police Lodge No. 28. 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.~~

CF. 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.

DG. 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.

EH. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.

FI. 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.

GI. 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 125. 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 136. 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 147. 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 158. 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 1620. Wage Tables

Pay Grade	Title	SALARY RANGE		
		Minimum	MidPoint	Maximum
A				
B		<u>\$16,215.97</u>	<u>\$18,653.7</u>	<u>\$20,761.07</u>
		<u>\$33,217.60</u> <u>715.86</u>	<u>\$38,209.60</u> <u>782.74</u>	<u>\$43,180.80</u> <u>828.51</u>
	Recreation Attendant			
	Circulation Assistant			
	Lifeguard			
C		<u>\$17.36</u> <u>\$17.10</u>	<u>\$19.95</u> <u>\$19.66</u>	<u>\$22.56</u> <u>\$22.23</u>
		<u>\$36,101.52</u> <u>\$35,568.00</u>	<u>\$41,506.19</u> <u>\$40,892.80</u>	<u>\$46,931.98</u> <u>\$46,238.40</u>
	Assistant Pool Manager			
D		<u>\$19.78</u> <u>\$19.49</u>	<u>\$22.75</u> <u>\$22.41</u>	<u>\$25.72</u> <u>\$25.34</u>
		<u>\$41,147.29</u> <u>\$40,539.20</u>	<u>\$47,311.99</u> <u>\$46,612.80</u>	<u>\$53,497.81</u> <u>\$52,707.20</u>
	Administrative Assistant			
	Circulation Specialist			
	Custodian			
	Driver I			
	Laborer (Seasonal)			
	Pool Manager			
	Shop Assistant			
E		<u>\$21.36</u> <u>\$21.04</u>	<u>\$24.56</u> <u>\$24.20</u>	<u>\$27.76</u> <u>\$27.35</u>
		<u>\$44,419.65</u> <u>\$43,763.20</u>	<u>\$51,091.04</u> <u>\$50,336.00</u>	<u>\$57,741.32</u> <u>\$56,888.00</u>
	Administrative Specialist			
	Police Records Specialist			
	Driver II			
	Permit Technician			
F		<u>\$23.07</u> <u>\$22.73</u>	<u>\$26.53</u> <u>\$26.14</u>	<u>\$29.99</u> <u>\$29.55</u>

		<u>\$47,987.58</u> \$47,278.40	<u>\$55,186.77</u> \$54,371.20	<u>\$62,385.96</u> \$61,464.00
	Account Specialist			
	Assistant Events Coordinator			
	Evidence Technician			
	GED Instructor			
	Maintenance Worker I			
	Office Coordinator			
G		<u>\$24.92</u> \$24.55	<u>\$28.65</u> \$28.23	<u>\$32.40</u> \$31.92
		<u>\$51,829.96</u> \$51,064.00	<u>\$59,599.18</u> \$58,718.40	<u>\$67,389.50</u> \$66,393.60
	Landscape Gardener			
	Maintenance Worker II			
H		<u>\$26.91</u> \$26.51	<u>\$30.95</u> \$30.49	<u>\$34.98</u> \$34.46
		<u>\$55,967.91</u> \$55,140.80	<u>\$64,370.49</u> \$63,419.20	<u>\$72,751.95</u> \$71,676.80
	Executive Assistant			
	Maintenance Worker III			
	Mechanic			
I		<u>\$29.06</u> \$28.63	<u>\$33.42</u> \$32.93	<u>\$37.78</u> \$37.22
		<u>\$60,443.66</u> \$59,550.40	<u>\$69,521.82</u> \$68,494.40	<u>\$78,578.86</u> \$77,417.60
	<u>Crime Analyst</u>			
	Assistant Planner			
	Building Inspector I			
	Building Maintenance Technician			
	Code Enforcement Officer			
	Librarian I			
	Signal Technician			
J		<u>\$31.38</u> \$30.92	<u>\$36.09</u> \$35.56	<u>\$40.80</u> \$40.20
		<u>\$65,278.30</u> \$64,313.60	<u>\$75,074.27</u> \$73,964.80	<u>\$84,870.24</u> \$83,616.00
	<u>Grant Writer/Purchasing Specialist</u>			
	Accountant			
	Administrative Services Manager			
	Deputy City Clerk			
	Engineer Assistant			
	IT Police/Radio Technology Specialist			
	Librarian II			
	Public Works Supervisor			
K		<u>\$33.89</u> \$33.39	<u>\$38.98</u> \$38.40	<u>\$44.06</u> \$43.41
		<u>\$70,492.97</u> \$69,451.20	<u>\$81,070.08</u> \$79,872.00	<u>\$91,647.19</u> \$90,292.80
	Building Inspector II			
	Planner			
	Recreation Manager			
	Senior Human Resources Generalist			
	Turf Supervisor			
L		<u>\$36.60</u> \$36.06	<u>\$42.09</u> \$41.47	<u>\$47.58</u> \$46.88
		<u>\$76,129.87</u> \$75,004.80	<u>\$87,551.46</u> \$86,257.60	<u>\$98,973.06</u> \$97,510.40
	Civil Engineer			
	Communications and Marketing Specialist			
	Events Coordinator			
	Senior Accountant			
M		<u>\$39.53</u> \$38.95	<u>\$45.46</u> \$44.79	<u>\$51.40</u> \$50.64
		<u>\$82,231.24</u> \$81,016.00	<u>\$94,560.65</u> \$93,163.20	<u>\$106,911.17</u> \$105,331.20
	Assistant Recreation Director			
	Deputy Library Director			
	Public Works Superintendent			
	Senior Planner			
N		<u>\$42.69</u> \$42.06	<u>\$49.10</u> \$48.37	<u>\$55.50</u> \$54.68
		<u>\$88,797.07</u> \$87,484.80	<u>\$102,118.74</u> \$100,609.60	<u>\$115,440.42</u> \$113,734.40
	Assistant to the City Administrator			
	Chief Building Official			
	Communications and Marketing Manager			
	Information Technology Manager			
O		<u>\$46.11</u> \$45.43	<u>\$53.02</u> \$52.24	<u>\$59.95</u> \$59.06
		<u>\$95,911.82</u> \$94,494.40	<u>\$110,289.09</u> \$108,659.20	<u>\$124,687.47</u> \$122,844.80
	Deputy Community Development Director			

Table 400
FOP Collective Bargaining
Hourly Non-Exempt

Hourly	\$ <u>33,413</u> <u>5.41</u>			\$ <u>35,663</u> <u>7.80</u>		\$ <u>39,214</u> <u>1.56</u>	\$ <u>41,494</u> <u>3.98</u>	\$ <u>45,294</u> <u>.01</u>	\$ <u>47,635</u> <u>0.49</u>
Monthly	\$ <u>5,7</u> <u>91</u>			\$ <u>6,1</u> <u>81</u>		\$ <u>6,7</u> <u>96</u>	\$ <u>7,19</u> <u>2</u>	\$ <u>7,85</u> <u>0</u>	\$ <u>8,25</u> <u>6</u>
Annually	\$ <u>69,</u> <u>493</u>			\$ <u>74,</u> <u>173</u>		\$ <u>81,</u> <u>557</u>	\$ <u>86,2</u> <u>99</u>	\$ <u>94,2</u> <u>03</u>	\$ <u>99,0</u> <u>70</u>

SDLEA			
Rate	Min	Mid	Max
Director of Training			
Hourly	\$ <u>3435.15</u> <u>63</u>	\$ <u>41,57</u> <u>42.19</u>	\$ <u>48,52</u> <u>49.25</u>
Annually	\$ <u>72,034</u>	\$ <u>86,475</u>	\$ <u>100,915</u>
Police Training Instructor			
Hourly	\$ <u>27,192</u> <u>7.60</u>	\$ <u>34,23</u> <u>34.74</u>	\$ <u>41,26</u> <u>41.88</u>
Annually	\$ <u>56,555</u>	\$ <u>71,198</u> <u>72,265.97</u>	\$ <u>85,821</u> <u>87,108.32</u>

Section 21. Repeal of Ordinance No. 153046 Ordinance No.153046 originally passed and approved on the 3rd1st day of DecemberApril 2025 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 1ST3RD DAY OF APRILSEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

SDLEA			
Rate	Min	Mid	Max
Director of Training			
Hourly	\$ 34.63	\$ 41.57	\$ 48.52
Monthly	\$ 6,003	\$ 7,206	\$ 8,410
Annually	\$ 72,034	\$ 86,475	\$ 100,915
Police Training Instructor			
Hourly	\$ 27.19	\$ 34.23	\$ 41.26
Monthly	\$ 1,713	\$ 5,933	\$ 7,152
Annually	\$ 56,555	\$ 71,198	\$ 85,821

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

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

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

PASSED AND APPROVED THIS 1ST DAY OF APRIL 2025.
CITY OF LA VISTA

 Douglas Kindig, Mayor
ATTEST:

 Rachel D. Carl, GCMC
 City Clerk

ORDINANCE NO. _____

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

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

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

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

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

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 16 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish. Management Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided in section 13.

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 16 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish. 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 in section 13.

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 16 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. 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 16 of this Ordinance. For Fiscal year 2026 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 8. 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 9. 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 10. 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 11. 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. Call-out pay shall be compensated as set forth in the City Employee Handbook for all full-time employees not covered by the Agreement between the La Vista Fraternal Order of Police Lodge No. 28.
- C. 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.
- D. 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.
- E. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- F. 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.
- G. 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 12. 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 13. 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 14. 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 15. 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 16. Wage Tables

Pay Grade	Title	SALARY RANGE		
		Minimum	MidPoint	Maximum
A				
B		\$16.21	\$18.65	\$21.07
		\$33,715.86	\$38,782.74	\$43,828.51
	Recreation Attendant			
	Circulation Assistant			
	Lifeguard			
C		\$17.36	\$19.95	\$22.56
		\$36,101.52	\$41,506.19	\$46,931.98
	Assistant Pool Manager			
D		\$19.78	\$22.75	\$25.72
		\$41,147.29	\$47,311.99	\$53,497.81
	Administrative Assistant			
	Circulation Specialist			
	Custodian			
	Driver I			
	Laborer (Seasonal)			
	Pool Manager			
	Shop Assistant			
E		\$21.36	\$24.56	\$27.76
		\$44,419.65	\$51,091.04	\$57,741.32
	Administrative Specialist			
	Police Records Specialist			
	Driver II			
	Permit Technician			
F		\$23.07	\$26.53	\$29.99
		\$47,987.58	\$55,186.77	\$62,385.96
	Account Specialist			
	Assistant Events Coordinator			
	Evidence Technician			
	GED Instructor			
	Maintenance Worker I			
	Office Coordinator			
G		\$24.92	\$28.65	\$32.40
		\$51,829.96	\$59,599.18	\$67,389.50
	Landscape Gardener			
	Maintenance Worker II			
H		\$26.91	\$30.95	\$34.98
		\$55,967.91	\$64,370.49	\$72,751.95
	Executive Assistant			
	Maintenance Worker III			
	Mechanic			
I		\$29.06	\$33.42	\$37.78
		\$60,443.66	\$69,521.82	\$78,578.86
	Crime Analyst			
	Assistant Planner			
	Building Inspector I			
	Building Maintenance Technician			
	Code Enforcement Officer			
	Librarian I			
	Signal Technician			

J		\$31.38	\$36.09	\$40.80
		\$65,278.30	\$75,074.27	\$84,870.24
	Grant Writer/Purchasing Specialist			
	Accountant			
	Administrative Services Manager			
	Deputy City Clerk			
	Engineer Assistant			
	IT Police/Radio Technology Specialist			
	Librarian II			
	Public Works Supervisor			
K		\$33.89	\$38.98	\$44.06
		\$70,492.97	\$81,070.08	\$91,647.19
	Building Inspector II			
	Planner			
	Recreation Manager			
	Senior Human Resources Generalist			
	Turf Supervisor			
L		\$36.60	\$42.09	\$47.58
		\$76,129.87	\$87,551.46	\$98,973.06
	Civil Engineer			
	Communications and Marketing Specialist			
	Events Coordinator			
	Senior Accountant			
M		\$39.53	\$45.46	\$51.40
		\$82,231.24	\$94,560.65	\$106,911.17
	Assistant Recreation Director			
	Deputy Library Director			
	Public Works Superintendent			
	Senior Planner			
N		\$42.69	\$49.10	\$55.50
		\$88,797.07	\$102,118.74	\$115,440.42
	Assistant to the City Administrator			
	Chief Building Official			
	Communications and Marketing Manager			
	Information Technology Manager			
O		\$46.11	\$53.02	\$59.95
		\$95,911.82	\$110,289.09	\$124,687.47
	Deputy Community Development Director			
	Deputy Finance Director			
P		\$49.80	\$57.27	\$64.74
		\$103,575.47	\$119,113.90	\$134,652.34
Q		\$54.78	\$62.99	\$71.21
		\$113,941.46	\$131,021.07	\$148,121.79
	Deputy Director of Public Works			
	Police Captain			
R		\$60.26	\$69.29	\$78.34
		\$125,341.94	\$144,131.62	\$162,942.42
	City Engineer			
DEPARTMENT HEAD/ADMINISTRATION SERVICE				
QQ		\$52.50	\$62.99	\$73.50
		\$109,191.26	\$131,021.07	\$152,871.99
	City Clerk			
	Library Director			
	Recreation Director			
RR		\$57.74	\$69.29	\$80.84
		\$120,106.17	\$144,131.62	\$168,157.08
	Community Development Director			
	Finance Director			
	Human Resources Director			

SS		\$63.52	\$76.23	\$88.92
		\$132,118.90	\$158,551.12	\$184,962.23
	Asst City Admin/Managing Director of Community Services			
	Managing Director of Administrative Services			
	Managing Director of Public Safety/Police Chief			
	Managing Director of Public Works			
TT		\$69.87	\$83.85	\$97.83
		\$145,335.01	\$174,406.23	\$203,477.46

Table 400						
FOP Collective Bargaining						
Hourly Non-Exempt						
Rate	A	B	C	D	E	F
Hourly				\$51.29	\$53.42	\$56.82
426 Pay Grade						
Hourly	\$ 35.41	\$ 37.80	\$ 41.56	\$ 43.98	\$ 48.01	\$ 50.49
423 Pay Grade						

SDLEA				
Rate	Min	Mid	Max	
Director of Training				
Hourly	\$ 35.15	\$ 42.19	\$ 49.25	
Annually	\$ 73,114.51	\$ 87,772.13	\$ 102,428.73	
Police Training Instructor				
Hourly	\$ 27.60	\$ 34.74	\$ 41.88	
Annually	\$ 57,403.33	\$ 72,264.97	\$ 87,108.32	

Section 21. Repeal of Ordinance No. 1546 Ordinance No.1546 originally passed and approved on the 1st day of April 2025 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 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING MONTHLY VEHICLE AND MOBILE PHONE ALLOWANCES FOR SPECIFIC OFFICERS AND EMPLOYEES OF THE CITY.

WHEREAS, the Mayor and City Council establish by ordinance the compensation for officers and employees of the City of La Vista and said ordinance establishes that the Mayor and Council may additionally fix by resolution such vehicle and other allowances as may from time to time be fixed in the municipal budget; and

WHEREAS, the FY26 municipal amended budget establish funds for vehicle and mobile phone allowances for various officers, employees and volunteers of the City and are recommended by the Director of Administrative Services and City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the following vehicle and cellular phone allowances:

<u>Tier</u>	Monthly Vehicle Allowance	<u>Tier</u>	Monthly Phone Allowance
Tier 1	\$30	Tier 1	\$30
Tier 2	\$50	Tier 2	\$60
Tier 3	\$100	Tier 3	\$90
Tier 4	\$150		
Tier 5	\$300		

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA

Subject:	Type:	Submitted By:
AMEND MOBILE FOOD VENDOR ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RITA RAMIREZ INTERIM CITY ADMINISTRATOR

SYNOPSIS

Proposed changes have been made to the Mobile Food Vendor Ordinance.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

Following discussion at the May 2025 City Council meetings, staff prepared changes to the ordinance based on the comments provided by the City Council. The additional City Council comments received at the August 19, 2025 meeting have been incorporated into the proposed changes.

A redline copy of the ordinance showing the proposed changes is attached.

ORDINANCE NO. 1396

AN ORDINANCE AMENDING ORDINANCE NO. 1396 AUTHORIZING MOBILE FOOD VENDORS; TO PROVIDE RULES AND REGULATIONS GOVERNING MOBILE FOOD VENDORS; TO PROVIDE FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS; TO PROVIDE FOR FEES FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS AND FOR THE COLLECTION THEREOF; TO PROVIDE FOR PENALTIES FOR VIOLATION OF THE PROVISIONS HEREOF.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, as follows:

~~Section 1. The Mayor and City Council of the City of La Vista desire to establish rules, regulations, and a licensing process for mobile food vendors as Section 113.11 of the La Vista Municipal Code as provided in this Ordinance.~~

Section 12. Section 113.11 of the La Vista Municipal Code is hereby ~~adopted amended and approved~~ as follows:

“§ 113.11 MOBILE FOOD VENDORS

§ 113.11.0. – FINDINGS AND PURPOSE.

Mobile food vendors provide a beneficial service to the general public within the city while, due to their distinct manner of operation, also presenting substantial differences of circumstances from other food retailers and vehicle users which suggest the expediency of diverse legislation. It is, thus, desirable to regulate, and require licenses for, mobile food vendors so that their transitory use of various properties and right-of-way locations can occur in a fair and safe manner, and so that public safety and welfare can be protected. The purpose of this section is to enact regulations to serve those goals.

While the city wishes to encourage the business of mobile food vendors, the city also recognizes the benefits of permanent food establishments. The owners of permanent food establishments make substantial and long-lasting capital investments in buildings, infrastructure, and the built environment. These investments benefit the city, improve real property, and provide consistent locales for the entertainment and enjoyment of city residents and visitors. The city wishes to cultivate and encourage the creation and maintenance of permanent food establishments. Accordingly, it is also the purpose of this section to encourage the co-existence of mobile food vendors and permanent food establishments, to provide appropriate places for each within the fabric of the city, and to accommodate the interests of each, toward the goal of achieving a rich and diverse community.

§ 113.11.1. – DEFINITIONS. As used in this section, the following words and phrases shall have the meanings ascribed to them in this subsection, except where the context clearly indicates or requires a different meaning:

Beverage shall mean any drinkable liquid for humans for hydration, nutrition, taste, pleasure or similar purposes, including without limitation, any such liquid that is frozen, alcoholic or nonalcoholic.

Caterer shall mean a person who transports ready-to-eat food from a permitted food service establishment to another location or building for service on a per event basis for hire and does not include a temporary food service event.

City Administrator shall mean the City of La Vista City Administrator or any designee of the City Administrator.

City Clerk shall mean the City of La Vista City Clerk or any designee of the City Clerk.

City-Sponsored Event shall mean any event, activity, or meeting organized or sponsored, in whole or in part, by the city or any department of the city.

Food shall mean all edible substances, whether solid, semi-solid, liquid, concentrated, frozen, dried, dehydrated, or otherwise, for ingestion, chewing, or consumption by humans for nutrition, taste, refreshment, pleasure or similar purposes.

Mobile food vendor shall mean a person who by traveling from place to place upon the public ways sells or offers for sale food from public or private property to consumers for immediate delivery and consumption upon purchase. The following activities are excluded from such definition, and, alone, do not subject a vendor to being covered by such definition: (a) the sale or offer for sale of farm products produced or raised by such a vendor from land occupied and cultivated by him/her; or (b) the sale or offer for sale of food by a caterer.

Permanent food establishment shall mean a fixed building which a person occupies on a continual basis and from which such person sells or offers to sell food for immediate delivery and consumption upon purchase. Such term shall not include a location where a mobile food vendor sells or offers to sell food.

Reservation shall mean the securing of a space designated by the City for the use of a food truck for a specified period of time. Reservations are limited to one day per instance and may be canceled by the City at anytime.

§ 113.11.2. – LICENSE REQUIRED.

It shall be unlawful for any person to sell or offer for sale food as a mobile food vendor or operate as a mobile food vendor within the city unless such person complies with the requirements and regulations of this section, including holding a valid and active mobile food vendor license issued by the City Clerk under this section.

§ 113.11.3. – APPLICATION.

An applicant for a license pursuant to this section shall file with the City Clerk a signed application on a form to be furnished by the City Clerk, which shall contain the following information:

- (a) The applicant's business name, address, and phone number; and e-mail address;
- (b) If the applicant is a corporation, partnership, or other entity, the names of all officers and managers of such entity;
- (c) The vehicle license numbers and descriptions of all vehicles from which the applicant proposes to sell food, and the names of all persons expected to drive such vehicles;
- (d) A copy of the vehicle registration and proof of insurance;
- (e) The description of the general type of food items to be sold;
- (f) Documentation from the Nebraska Department of Agriculture showing its approval of the applicant's sale of food, if required;
- (g) A copy of the State of Nebraska sales tax permit, or proof of an applicable sales tax exemption, for the applicant;
- (h) ~~A general description of the types of locations the applicant anticipates selling from;~~

(i) Such other information as the City Clerk may require and as requested in the said application form.

(j) Upon receipt of a completed application, the application shall be reviewed to investigate the applicant's business and background and ensure that it complies with the requirements of this chapter. The review process shall be based on the following criteria, but shall not be limited to:

(1) The applicant shall not have been convicted in the past five years of any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects upon the person's ability to conduct the business in a professional, honest, and legal manner. Such violations shall include, but are not limited to, burglary, theft, robbery, larceny, swindling, fraud, deceit, unlawful business practices, and any ~~form of actual or threatened physical harm against~~ form of actual or threatened physical harm against another person.

§ 113.11.4. – ISSUANCE OR DENIAL.

(a) Upon receipt of a complete application for a license pursuant to this section, the City Clerk shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and this Code. The City Clerk may request and take into consideration the recommendations of other affected departments of the city.

(b) After receipt of the completed application and application fee, the City Clerk shall either approve or deny the application. Grounds for denial may include, but are not limited to, the following:

(1) A finding that the application is incomplete;

(2) The nonpayment of applicable fees;

(3) A finding that the application is not in conformance with any applicable laws or this Code;

(4) A finding that the applicant has been convicted of three or more separate violations of the provisions of this section within the 12 months preceding the submission of a complete application.

§ 113.11.5. – LICENSE FEE.

An application for a license under this section shall be accompanied by a nonrefundable processing fee as set forth in the Master Fee Schedule, ~~, provided, however, that the processing fee for the remainder of 2020 calendar year alone shall be \$75.00. Mobile food vendors who have already paid for an occupation license in 2020 do not have to pay the processing fee.~~

§ 113.11.6. – RENEWAL.

A license issued under this section shall be valid from April 1 through March 31 of the following year. A License will expire on ~~December~~ March 31 of each year, unless renewed for the following year by the licensee. The licensee shall renew the license for the following year by filing with the City Clerk, on or before ~~December~~ March 31, a registration updating or confirming the information provided in the immediately preceding license application or registration. The registration shall be on a form provided by the City Clerk. At the time of registration, the licensee shall pay a renewal fee as set forth in the Master Fee Schedule per year for each motor vehicle, trailer, cart, or other piece of mobile equipment to be utilized in the business.

§ 113.11.7. – SALES REGULATIONS.

Mobile food vendors shall comply with the following regulations:

(a) A mobile food vendor shall not sell nor offer to sell food from a location within 50 feet of the main entrance used by customers to enter or exit a permanent food establishment during the hours food is sold within such permanent food establishment, unless each such permanent food establishment within such area has provided written consent.

(b) A motor vehicle from which a mobile food vendor sells or offers to sell food shall not exceed 40 feet in length and ~~96 inches~~8 feet in width. A mobile food vendor selling or offering the sale of food from or using a trailer or other auxiliary equipment shall, during such operations, keep the trailer or auxiliary equipment hitched to an operable motor vehicle towing it, unless otherwise permitted by the city in association with an authorized street show, festival, parade, block party, or similar event. An attached trailer or other auxiliary equipment shall not exceed 96 inches in width, and the combined length of the motor vehicle and trailer or auxiliary equipment shall not exceed 60 feet. The maximum dimensions in this subsection may be exceeded by a particular motor vehicle, trailer, or piece of equipment, if approved by the City Clerk upon a mobile food vendor's application for a waiver.

(c) A mobile food vendor may sell or offer to sell food from a motor vehicle at a location in a city right-of-way open to traffic or parking, but only from a motor vehicle parked in a location where a motor vehicle is authorized to park by law, signage, or city permit. Such a motor vehicle and auxiliary equipment shall not be parked at a diagonal parking space, unless specifically authorized by the City. Such a motor vehicle and auxiliary equipment shall not be parked in a parking space adjacent to the corner of a street intersection.

(d) A mobile food vendor shall not sell or offer to sell food from a location which would involve customers to be waited on or served while standing in a portion of a street being traversed by motor vehicle traffic.

(e) A mobile food vendor who sells or offers to sell food from a location on property other than a parking space or city right-of-way shall first obtain and ~~possess, and be able to exhibit upon request, each of the following:~~written consent of the owner of such property.

~~(1) Written consent of the owner of such property; and~~

~~(2) A temporary use permit issued by the Community Development Director or his/her designee, where same permanent uses are permitted under the La Vista Zoning Ordinance; provided, that a temporary use permit shall not be required if the mobile food vendor is present as an authorized part of a private event or an event authorized by another city permit.~~

~~(f) In the City Centre Mixed-Use Zoning District specific parking spaces in the city right-of-way will be designated for the operation of mobile food vendors. OneUp to three reservations of right-of-way in the District by mobile food vendors per month will be permitted to use the designated parking spaces and each mobile food vendor will be limited to two reservations of these spaces during each license year. No more than two food vendors will be allowed at the same time within the District, unless related to a city-sponsored event. Participation in any city-sponsored event shall not count towards the two annual uses of these spaces. Reservations for these designated parking spaces must be made at least 30 days prior to the date of operation, but no more than 60 days prior to the date of operation. The City reserves the right to limit use of these designated spaces for mobile food vendors when it determines the spaces will be needed for parking due to other activities in City Centre.~~

~~Unless expressly allowed by the city, food trucks shall park with the order window facing the sidewalk.~~

(f) A mobile food vendor shall not sell nor offer to sell food from city ~~park~~ property unless he/she possesses the written consent of the ~~Director of Public Works~~City Clerk or his/her designee.

(g) ~~A mobile food vendor shall not sell nor offer to sell food from a school property unless he/she possesses the written consent of an authorized representative of the school.~~

(h) A mobile food vendor shall not sell nor offer to sell food from an area developed as single-family residential except as a caterer or otherwise for an isolated private event hosted at the sole cost of the owner of the residence for the owner's personal guests, with no public access, or an event authorized by another city permit.

(i) A mobile food vendor shall not sell nor offer to sell food from a location within an area authorized for a street show, festival, parade, block party, or similar event, or within at least 200 feet of any boundary of such authorized area, unless the mobile food vendor is in possession of the written consent of the event licensee to sell or offer to sell food from that location.

(j) A mobile food vendor shall possess and be able to exhibit his/her license under this section, all required Nebraska Department of Agriculture permits, a State of Nebraska sales tax permit or proof of sales tax exemption, and any other written consents or documentation required under this section, at all times during which the mobile food vendor is selling or offering to sell food.

(k) An authorized employee of the public works or police departments may order a mobile food vendor to move from or leave a specific location, if the operation of the mobile food vendor at that location causes an obstruction to vehicular or pedestrian traffic or otherwise endangers the health, safety, or welfare of the public. The city may tow or otherwise move a mobile food vendor's vehicle or other auxiliary equipment to another location if the vehicle or equipment presents a danger to public safety and the mobile food vendor fails to move the same. The City Clerk shall provide to the mobile food vendor a written explanation for any such order, upon written request by the mobile food vendor to the City Clerk.

(l) An individual representative of the mobile food vendor shall be present with the motor vehicle and other auxiliary equipment operated by the mobile food vendor at all times that it is parked in city right-of-way or on city property, and at all times that it is parked on private property at a location where food is or will be offered for sale.

(m) A mobile food vendor may sell or offer to sell food seven days a week, but only from 6:00 a.m. to 2:30 a.m.~~12:00 a.m. (midnight)~~. It shall be unlawful for a mobile food vendor to sell or offer to sell food at any other times. Notwithstanding this subsection, upon evidence of endangerment of public safety, the Chief of Police or his/her designee may further limit hours of operation for all mobile food trucks within the city, as needed for the protection of public safety, for a period of no more than 30 consecutive days at a time.

(n) A mobile food vendor during non-hours of operation shall not leave a mobile food vendor motor vehicle or trailer parked or to remain on any city property or city right-of-way, or on any private property on which any sales have taken place, or on any other private property unless parking of such vehicles or trailers is permitted under applicable zoning and other laws or regulations.

(o) A mobile food vendor using a motor vehicle shall maintain a motor vehicle liability insurance policy for such motor vehicle as required by state law and shall exhibit proof of such policy when requested.

(p) A mobile food vendor shall maintain in operable condition all fire suppression equipment or devices as required by local, state or federal law.

(q) It shall be unlawful for a mobile food vendor to sell or offer to sell alcoholic beverages or alcoholic food.

(r) A mobile food vendor shall visibly display his/her business name on his/her motor vehicle or auxiliary equipment.

(s) Unless otherwise provided at location as part of a city-sponsored event, A mobile food vendor shall provide trash receptacles for the collection of trash and recyclable materials, in sizes sufficient to serve his/her customers. Prior to leaving a location, the mobile food vendor shall pick up and properly dispose of any trash, litter, or recyclable materials within 20 feet of the location. Receptacles and their contents shall be removed from the location for proper disposal or recycling. ~~Unless otherwise provided as part of an city sponsored event, and~~ contents shall not be deposited in public trash or recycling containers on city right-of-way or city property.

(t) A mobile food vendor shall not place on city right-of-way or city property any freestanding sign, table, chair, umbrella, ~~electric generator~~, or other fixture or equipment; provided, that a mobile food vendor may place one identification or menu sign and one table (not for seating customers) on the sidewalk or other area directly adjacent to his/her parked motor vehicle or other equipment.

(u) A mobile food vendor shall comply with all city ordinances regulating noise.

§ 113.11.8. – REVOCATION OR SUSPENSION.

(a) **Grounds.** A license issued under this section may be revoked or suspended by the City Clerk for any of the following reasons:

- (1) Any fraud, misrepresentation, or false statement contained in the application for license;
- (2) Any fraud, misrepresentation, or false statement made in connection with the selling of food;
- (3) Any violation of this section or any applicable laws or provisions of this Code;
- (4) Conducting the business licensed under this section in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety, or general welfare of the public.

(b) **Multiple violations of this section or of any similar section.** The City Clerk shall revoke a license issued under this section for any mobile food vendor who on three or more separate occasions has been in violation of the provisions of this section within any consecutive 12-month period.

(c) **Notice.** To revoke or suspend a license, the City Clerk shall provide written notice to the license holder stating the revocation or suspension action taken, the grounds for such action, and the availability of an appeal under this section. Such notice shall be served personally upon the license holder or sent by regular U.S. mail to the license holder's permanent address as stated in his/her application.

(d) **Appeal.** A license holder aggrieved by the decision of the City Clerk under this section may file a written appeal with the City Administrator. The appeal shall be mailed by certified mail or hand delivered to the office of the City Administrator within fourteen calendar days from the date of service or mailing of the notice. Upon receipt of written appeal, the City Administrator will review and respond to appeal within ten calendar days.

(e) Re-application. A person whose license has been revoked under this section may not re-apply for a new license for a period of six-twelve months after the effective date of the revocation.

§ 113.11.9. – PENALTY.

It shall be unlawful for any person to violate the provisions of this section. Any person found guilty of violating any of the provisions of this section shall, upon conviction be fined a sum of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00) in addition to the penalties set forth herein.

§ 113.11.10. – PERIODIC REVIEW.

The City Administrator may review provisions of this article annually or at such other times as the City Administrator determines necessary or advisable.

SECTION 32. Repeal of Conflicting Provisions. Any and all Ordinances or portions thereof, which are in conflict herewith are hereby repealed.

SECTION 43. Severability. 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 hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 54. Pamphlet form. This Ordinance shall be published in pamphlet form.

Section 65. Effective date. This Ordinance shall take effect and be in full force from and after its passage, approval and publication.

PASSED AND APPROVED THIS 4TH 2ND DAY OF SEPTEMBER 20202025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. BuehleRachel D. Carl, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1396 AUTHORIZING MOBILE FOOD VENDORS; TO PROVIDE RULES AND REGULATIONS GOVERNING MOBILE FOOD VENDORS; TO PROVIDE FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS; TO PROVIDE FOR FEES FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS AND FOR THE COLLECTION THEREOF; TO PROVIDE FOR PENALTIES FOR VIOLATION OF THE PROVISIONS HEREOF.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, as follows:

Section 1. Section 113.11 of the La Vista Municipal Code is hereby amended as follows:

“§ 113.11 – MOBILE FOOD VENDORS

§ 113.11.0. – FINDINGS AND PURPOSE.

Mobile food vendors provide a beneficial service to the general public within the city while, due to their distinct manner of operation, also presenting substantial differences of circumstances from other food retailers and vehicle users which suggest the expediency of diverse legislation. It is, thus, desirable to regulate, and require licenses for, mobile food vendors so that their transitory use of various properties and right-of-way locations can occur in a fair and safe manner, and so that public safety and welfare can be protected. The purpose of this section is to enact regulations to serve those goals.

While the city wishes to encourage the business of mobile food vendors, the city also recognizes the benefits of permanent food establishments. The owners of permanent food establishments make substantial and long-lasting capital investments in buildings, infrastructure, and the built environment. These investments benefit the city, improve real property, and provide consistent locales for the entertainment and enjoyment of city residents and visitors. The city wishes to cultivate and encourage the creation and maintenance of permanent food establishments. Accordingly, it is also the purpose of this section to encourage the co-existence of mobile food vendors and permanent food establishments, to provide appropriate places for each within the fabric of the city, and to accommodate the interests of each, toward the goal of achieving a rich and diverse community.

§ 113.11.1. – DEFINITIONS. As used in this section, the following words and phrases shall have the meanings ascribed to them in this subsection, except where the context clearly indicates or requires a different meaning:

Beverage shall mean any drinkable liquid for humans for hydration, nutrition, taste, pleasure or similar purposes, including without limitation, any such liquid that is frozen, alcoholic or nonalcoholic.

Caterer shall mean a person who transports ready-to-eat food from a permitted food service establishment to another location or building for service on a per event basis for hire and does not include a temporary food service event.

City Administrator shall mean the City of La Vista City Administrator or any designee of the City Administrator.

City Clerk shall mean the City of La Vista City Clerk or any designee of the City Clerk.

City-Sponsored Event shall mean any event, activity, or meeting organized or sponsored, in whole or in part, by the city or any department of the city.

Food shall mean all edible substances, whether solid, semi-solid, liquid, concentrated, frozen, dried, dehydrated, or otherwise, for ingestion, chewing, or consumption by humans for nutrition, taste, refreshment, pleasure or similar purposes.

Mobile food vendor shall mean a person who by traveling from place to place upon the public ways sells or offers for sale food from public or private property to consumers for immediate delivery and consumption upon purchase. The following activities are excluded from such definition, and, alone, do not subject a vendor to being covered by such definition: (a) the sale or offer for sale of farm products produced or raised by such a vendor from land occupied and cultivated by him/her; or (b) the sale or offer for sale of food by a caterer.

Permanent food establishment shall mean a fixed building which a person occupies on a continual basis and from which such person sells or offers to sell food for immediate delivery and consumption upon purchase. Such term shall not include a location where a mobile food vendor sells or offers to sell food.

Reservation shall mean the securing of a space designated by the City for the use of a food truck for a specified period of time. Reservations are limited to one day per instance and may be canceled by the City at anytime.

§ 113.11.2. – LICENSE REQUIRED.

It shall be unlawful for any person to sell or offer for sale food as a mobile food vendor or operate as a mobile food vendor within the city unless such person complies with the requirements and regulations of this section, including holding a valid and active mobile food vendor license issued by the City Clerk under this section.

§ 113.11.3. – APPLICATION.

An applicant for a license pursuant to this section shall file with the City Clerk a signed application on a form to be furnished by the City Clerk, which shall contain the following information:

- (a) The applicant's business name, address, and phone number; and e-mail address;
- (b) If the applicant is a corporation, partnership, or other entity, the names of all officers and managers of such entity;
- (c) The vehicle license numbers and descriptions of all vehicles from which the applicant proposes to sell food, and the names of all persons expected to drive such vehicles;
- (d) A copy of the vehicle registration and proof of insurance;
- (e) The description of the general type of food items to be sold;
- (f) Documentation from the Nebraska Department of Agriculture showing its approval of the applicant's sale of food, if required;
- (g) A copy of the State of Nebraska sales tax permit, or proof of an applicable sales tax exemption, for the applicant;
- (h) Such other information as the City Clerk may require and as requested in the said application form.
- (i) Upon receipt of a completed application, the application shall be reviewed to investigate the applicant's business and background and ensure that it complies with the requirements of this chapter. The review process shall be based on the following criteria, but shall not be limited to:

(1) The applicant shall not have been convicted in the past five years of any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects upon the person's ability to conduct the business in a professional, honest, and legal manner. Such violations shall include, but are not limited to, burglary, theft, robbery, larceny, swindling, fraud, deceit, unlawful business practices, and any form of actual or threatened physical harm against another person.

§ 113.11.4. – ISSUANCE OR DENIAL.

(a) Upon receipt of a complete application for a license pursuant to this section, the City Clerk shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and this Code. The City Clerk may request and take into consideration the recommendations of other affected departments of the city.

(b) After receipt of the completed application and application fee, the City Clerk shall either approve or deny the application. Grounds for denial may include, but are not limited to, the following:

- (1) A finding that the application is incomplete;
- (2) The nonpayment of applicable fees;
- (3) A finding that the application is not in conformance with any applicable laws or this Code;
- (4) A finding that the applicant has been convicted of three or more separate violations of the provisions of this section within the 12 months preceding the submission of a complete application.

§ 113.11.5. – LICENSE FEE.

An application for a license under this section shall be accompanied by a nonrefundable processing fee as set forth in the Master Fee Schedule.

§ 113.11.6. – RENEWAL.

A license issued under this section shall be valid from April 1 through March 31 of the following year. A license will expire on March 31 of each year, unless renewed for the following year by the licensee. The licensee shall renew the license for the following year by filing with the City Clerk, on or before March 31, a registration updating or confirming the information provided in the immediately preceding license application or registration. The registration shall be on a form provided by the City Clerk. At the time of registration, the licensee shall pay a renewal fee as set forth in the Master Fee Schedule per year for each motor vehicle, trailer, cart, or other piece of mobile equipment to be utilized in the business.

§ 113.11.7. – SALES REGULATIONS.

Mobile food vendors shall comply with the following regulations:

(a) A mobile food vendor shall not sell nor offer to sell food from a location within 50 feet of the main entrance used by customers to enter or exit a permanent food establishment during the hours food is sold within such permanent food establishment, unless each such permanent food establishment within such area has provided written consent.

(b) A motor vehicle from which a mobile food vendor sells or offers to sell food shall not exceed 40 feet in length and 8 feet in width. A mobile food vendor selling or offering the sale of food from or using a trailer or other auxiliary equipment shall, during such operations, keep the trailer or auxiliary equipment hitched to an

operable motor vehicle towing it, unless otherwise permitted by the city in association with an authorized street show, festival, parade, block party, or similar event. An attached trailer or other auxiliary equipment shall not exceed 96 inches in width, and the combined length of the motor vehicle and trailer or auxiliary equipment shall not exceed 60 feet. The maximum dimensions in this subsection may be exceeded by a particular motor vehicle, trailer, or piece of equipment, if approved by the City Clerk upon a mobile food vendor's application for a waiver.

(c) A mobile food vendor may sell or offer to sell food from a motor vehicle at a location in a city right-of-way open to traffic or parking, but only from a motor vehicle parked in a location where a motor vehicle is authorized to park by law, signage, or city permit. Such a motor vehicle and auxiliary equipment shall not be parked at a diagonal parking space, unless specifically authorized by the City. Such a motor vehicle and auxiliary equipment shall not be parked in a parking space adjacent to the corner of a street intersection.

(d) A mobile food vendor shall not sell or offer to sell food from a location which would involve customers to be waited on or served while standing in a portion of a street being traversed by motor vehicle traffic.

(e) A mobile food vendor who sells or offers to sell food from a location on property other than a parking space or city right-of-way shall first obtain and be able to exhibit upon request written consent of the owner of such property.

(f) In the City Centre Mixed-Use Zoning District specific parking spaces in the city right-of-way will be designated for the operation of mobile food vendors. Up to three reservations of right-of-way in the District by mobile food vendors per month will be permitted to use the designated parking spaces and each mobile food vendor will be limited to two reservations of these spaces during each license year. No more than two food vendors will be allowed at the same time within the District, unless related to a city-sponsored event. Participation in any city-sponsored event shall not count towards the two annual uses of these spaces. Reservations for these designated parking spaces must be made at least 30 days prior to the date of operation. The City reserves the right to limit use of these designated spaces for mobile food vendors when it determines the spaces will be needed for parking due to other activities in City Centre.

Unless expressly allowed by the city, food trucks shall park with the order window facing the sidewalk.

(g) A mobile food vendor shall not sell nor offer to sell food from city property unless he/she possesses the written consent of the City Clerk or his/her designee.

(h) A mobile food vendor shall not sell nor offer to sell food from an area developed as single-family residential except as a caterer or otherwise for an isolated private event hosted at the sole cost of the owner of the residence for the owner's personal guests, with no public access, or an event authorized by another city permit.

(i) A mobile food vendor shall not sell nor offer to sell food from a location within an area authorized for a street show, festival, parade, block party, or similar event, or within at least 200 feet of any boundary of such authorized area, unless the mobile food vendor is in possession of the written consent of the event licensee to sell or offer to sell food from that location.

(j) A mobile food vendor shall possess and be able to exhibit his/her license under this section, all required Nebraska Department of Agriculture permits, a State of Nebraska sales tax permit or proof of sales tax exemption, and any other written consents or documentation required under this section, at all times during which the mobile food vendor is selling or offering to sell food.

(k) An authorized employee of the public works or police departments may order a mobile food vendor to move from or leave a specific location, if the operation of the mobile food vendor at that location causes an obstruction to vehicular or pedestrian traffic or otherwise endangers the health, safety, or welfare of the public. The city may tow or otherwise move a mobile food vendor's vehicle or other auxiliary equipment to another location if the vehicle or equipment presents a danger to public safety and the mobile food vendor fails to move the same. The City Clerk shall provide to the mobile food vendor a written explanation for any such order, upon written request by the mobile food vendor to the City Clerk.

(l) An individual representative of the mobile food vendor shall be present with the motor vehicle and other auxiliary equipment operated by the mobile food vendor at all times that it is parked in city right-of-way or on city property, and at all times that it is parked on private property at a location where food is or will be offered for sale.

(m) A mobile food vendor may sell or offer to sell food seven days a week, but only from 6:00 a.m. to 2:30 a.m. It shall be unlawful for a mobile food vendor to sell or offer to sell food at any other times. Notwithstanding this subsection, upon evidence of endangerment of public safety, the Chief of Police or his/her designee may further limit hours of operation for all mobile food trucks within the city, as needed for the protection of public safety, for a period of no more than 30 consecutive days at a time.

(n) A mobile food vendor during non-hours of operation shall not leave a mobile food vendor motor vehicle or trailer parked or to remain on any city property or city right-of-way, or on any private property on which any sales have taken place, or on any other private property unless parking of such vehicles or trailers is permitted under applicable zoning and other laws or regulations.

(o) A mobile food vendor using a motor vehicle shall maintain a motor vehicle liability insurance policy for such motor vehicle as required by state law and shall exhibit proof of such policy when requested.

(p) A mobile food vendor shall maintain in operable condition all fire suppression equipment or devices as required by local, state or federal law.

(q) It shall be unlawful for a mobile food vendor to sell or offer to sell alcoholic beverages or alcoholic food.

(r) A mobile food vendor shall visibly display his/her business name on his/her motor vehicle or auxiliary equipment.

(s) A mobile food vendor shall provide trash receptacles for the collection of trash and recyclable materials, in sizes sufficient to serve his/her customers. Prior to leaving a location, the mobile food vendor shall pick up and properly dispose of any trash, litter, or recyclable materials within 20 feet of the location. Receptacles and their contents shall be removed from the location for proper disposal or recycling, and contents shall not be deposited in public trash or recycling containers on city right-of-way or city property.

(t) A mobile food vendor shall not place on city right-of-way or city property any freestanding sign, table, chair, umbrella, electric generator, or other fixture or equipment; provided, that a mobile food vendor may place one identification or menu sign and one table (not for seating customers) on the sidewalk or other area directly adjacent to his/her parked motor vehicle or other equipment.

(u) A mobile food vendor shall comply with all city ordinances regulating noise.

§ 113.11.8. – REVOCATION OR SUSPENSION.

(a) **Grounds.** A license issued under this section may be revoked or suspended by the City Clerk for any of the following reasons:

- (1) Any fraud, misrepresentation, or false statement contained in the application for license;
- (2) Any fraud, misrepresentation, or false statement made in connection with the selling of food;
- (3) Any violation of this section or any applicable laws or provisions of this Code;
- (4) Conducting the business licensed under this section in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety, or general welfare of the public.

(b) **Multiple violations of this section or of any similar section.** The City Clerk shall revoke a license issued under this section for any mobile food vendor who on three or more separate occasions has been in violation of the provisions of this section within any consecutive 12-month period.

(c) **Notice.** To revoke or suspend a license, the City Clerk shall provide written notice to the license holder stating the revocation or suspension action taken, the grounds for such action, and the availability of an appeal under this section. Such notice shall be served personally upon the license holder or sent by regular U.S. mail to the license holder's permanent address as stated in his/her application.

(d) **Appeal.** A license holder aggrieved by the decision of the City Clerk under this section may file a written appeal with the City Administrator. The appeal shall be mailed by certified mail or hand delivered to the office of the City Administrator within fourteen calendar days from the date of service or mailing of the notice. Upon receipt of written appeal, the City Administrator will review and respond to appeal within ten calendar days.

(e) **Re-application.** A person whose license has been revoked under this section may not re-apply for a new license for a period of twelve months after the effective date of the revocation.

§ 113.11.9. – PENALTY.

It shall be unlawful for any person to violate the provisions of this section. Any person found guilty of violating any of the provisions of this section shall, upon conviction be fined a sum of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00) in addition to the penalties set forth herein.

§ 113.11.10. – PERIODIC REVIEW.

The City Administrator may review provisions of this article annually or at such other times as the City Administrator determines necessary or advisable.

SECTION 2. Repeal of Conflicting Provisions. Any and all Ordinances or portions thereof, which are in conflict herewith are hereby repealed.

SECTION 3. Severability. 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 hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 4. Pamphlet form. This Ordinance shall be published in pamphlet form.

Section 5. Effective date. This Ordinance shall take effect and be in full force from and after its passage, approval and publication.

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT A LOCATION AND IN AN AMOUNT CITED HEREIN.

WHEREAS, the property owner of
13814 Virginia Street \$350.00
were notified that the property needed the garbage and rubbish removed, as they
were in violation of the City Municipal Code, Section 50.03, or the City would do
so and bill them accordingly, and

WHEREAS, the property owner of said address chose not to have the garbage and rubbish
removed from the property, thus necessitating the City to do the cleanup, and

WHEREAS, the City sent the property owner a bill for said cleanup upon which they have not
been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for
which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file
with the Sarpy County Treasurer Special Assessments for Improvements in the
amount and against the property specified above, located within Sarpy County,
La Vista, Nebraska.

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk



July 17, 2025

Peter Clark
13814 Virginia Street
La Vista, NE 68128

Dear Peter Clark;

On February 26, 2025, the property at 13814 Virginia Street in La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 50.03, and notification was made to correct the violations by April 14, 2025 or the city would correct it at the expense of the property owner. On June 6, 2025, Salvation Lawn Care partially cleaned up your property. The cost of \$350.00 was incurred by the City for the property clean up.

Please remit \$350.00, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on September 2, 2025, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Rachel D. Carl, CMC
City Clerk

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 P
402.331.4375 F

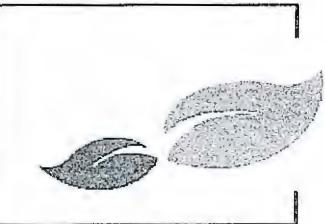
Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

Police
7701 S. 96th St.
402.331.1582 P
402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

**Salvation Lawn Service LLC**

Owner Anthony Person

Bill To

City of LaVista, NE

Invoice # 100**Invoice Date** 06/09/2025

Description	Amount
13814 Virginia St	350.00
\$200 for pick up	
\$150 for dump	
Invoice Total	\$350.00

Terms & Conditions

Payment is due within 15 days



RN#: 25-1354 Date: 2.16.25 RV Date: 3.16.25

Location 13814 Virginia St

Violation SN.03

Time to Comply _____

Description fence posts, trees, piles of

links, but of two figures, etc.

Follow-up Officer _____

Garbage, Trash, Waste & Litter (50.03) Enforcement | EEN25-0156

Property Information

010794212 13814 VIRGINIA ST Subdivision: THE MEADOWS
La Vista, NE 68128 Lot: Block:

Name Information

Owner: CLARK JR/PETER P Phone:
Occupant: Phone:
Filer: Phone:

Enforcement Information

Date Filed: 02/26/2025 Date Closed: Status: Open - Initial Violation Issued

Complaint:

2.26.2025: Garbage/rubbish. MH130

2.26.2025: FENCE PANELS, TIRES, PILES OF LIMBS, BOX OF NEWSPAPERS, ETC. ON REAR PROPERTY. PICS TAKEN. POSTED.
MH130

SPOKE WITH PETER, OWNER OF PROPERTY. HE WAS QUESTIONING WHETHER CODE ENFORCEMENT HAD JURISDICTION IN THE MEADOWS. HE WAS TOLD LA VISTA CODE ENFORCEMENT DID.

3.26.2025: CALLED PETER CLARK'S NUMBER. THE VOICE MAIL BOX WAS FULL. SENT A TEXT TO PETER CLARK WITH THE FOLLOWING "HEY PETER. THIS IS OFC. HATCHER WITH CODE ENFORCEMENT. BEING THERE HAS BEEN NO MOVEMENT ON VIOLATIONS, STARTING NEXT WEEK, CITATIONS WILL BE GIVEN IF THEY ARE NOT CORRECTED. MH130

3.27.2025: First class letter mailed dropped off at City Hall. MH130

4.1.2025: Peter Clark sent a text asking for an extension. Extension approved. MH130

5.22.2025: Garbage/trash not removed. Pics taken. MH130

6.4.2025: 6.4.2025: Left voicemail letting Peter know his property is on the schedule to get cleaned up. He was asked to call back to discuss. He was also sent a text to call the CE work cell. MH130

6.6.2025: Violations not corrected. Property partially cleaned by Salvation Lawn Care. Before and after pics taken. MH130

6.12.2025: Salvation Lawn Invoice #100 dropped off at City Hall. MH130

Last Action Date: 03/27/2025 Last Inspection:

Last Action:

First class letter

Status: **Result:**

Scheduled: Completed:

violations:

Uncorrected

Comments:



Date: 03-27-2025

Peter Clark
13814 Virginia St
La Vista, NE 68138

The City of La Vista and its Extraterritorial Jurisdiction (La Vista has two-mile ETJ authority) is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. An investigation is being conducted at your property (13814 Virginia St.). This investigation has revealed violation(s) of the La Vista Municipal Code, (s):

50.03: It shall be unlawful for any person to keep in, on or about any dwelling, building or premises, or any other place in the city, garbage or rubbish of any kind that may be injurious to the public health or offensive to the residents of the city...

The attached sheet categorizes your violation(s) are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s). Violation(s) are required to be eliminated on or before **04-14-2025**.

Please contact Code Enforcement Office at (402)331-1582 ext. 251 between the hours of 8:00 a.m. and 4:00 p.m. with any questions. Please leave a voicemail with your address, a return phone number and best date and time to contact you is necessary.

The City of La Vista hopes you will work with us to maintain a positive community environment. If this violation is not corrected, this matter will be forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution if compliance is not achieved.

Sincerely,

Officer M. Hatcher #15130
Code Enforcement Office
La Vista Police Department
7701 South 96th Street
La Vista NE 68123

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 P
402.331.4375 F

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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7701 S. 96th St.
402.331.1582 P
402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 U
402.331.0299 F

EXTRATERRITORIAL JURISDICTION (State Statute 16-901: two miles beyond and adjacent to its corporate boundaries) shall mean the extraterritorial zoning jurisdiction of a city of the first class shall consist of the unincorporated area two miles beyond and adjacent to its corporate boundaries.

The ETJ of a city is the contiguous unincorporated land adjacent to its corporate limits that is not within another city's ETJ. The size of a city's ETJ varies according to population, ranging from one mile for communities with less than 5,000 people, to three miles for cities greater than 100,000.

La Vista currently has a two-mile ETJ authority. From an annexation perspective, a city's ETJ serves two functions. First, it prevents another municipality from annexing into another's ETJ. This provides a city with land that it alone can potentially annex. Second, cities are authorized to enforce their subdivision regulations, zoning regulations, and building codes within their ETJ. This is intended to be a means of ensuring that cities will not have to assume maintenance responsibilities for substandard infrastructure upon annexation. This, however, may not hold true for areas within La Vista's current ETJ and future growth area which have been developed while under the county's control. Annexation is critical to the long



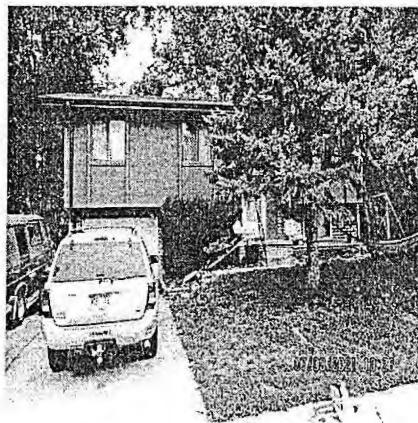
SARPY COUNTY ASSESSOR'S OFFICE
Real Property Record Card
Data Provided by DAN PITTMAN County Assessor. Printed on 6/6/2025 at 07:09

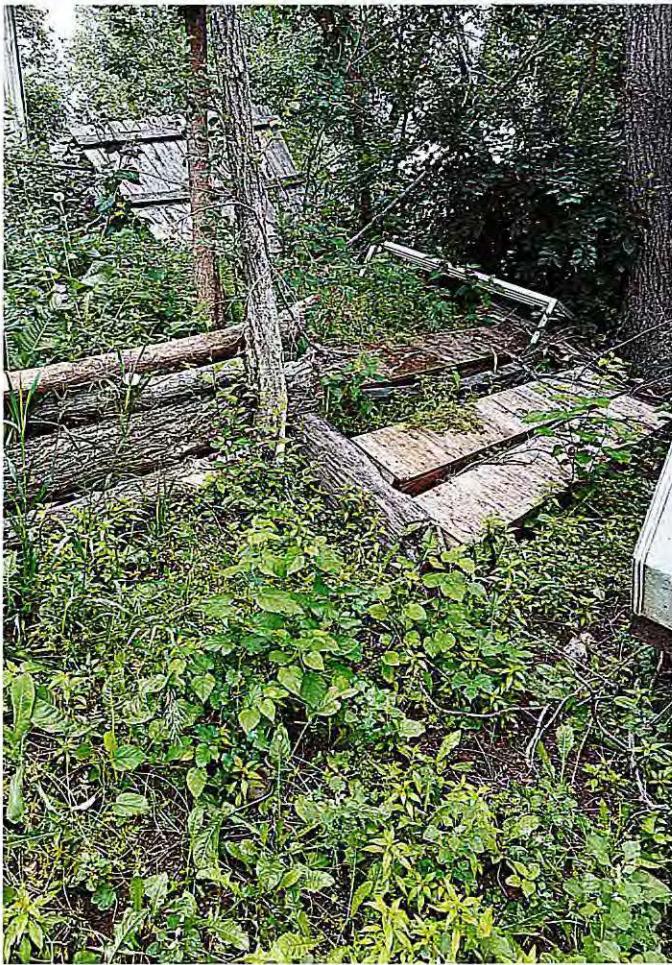
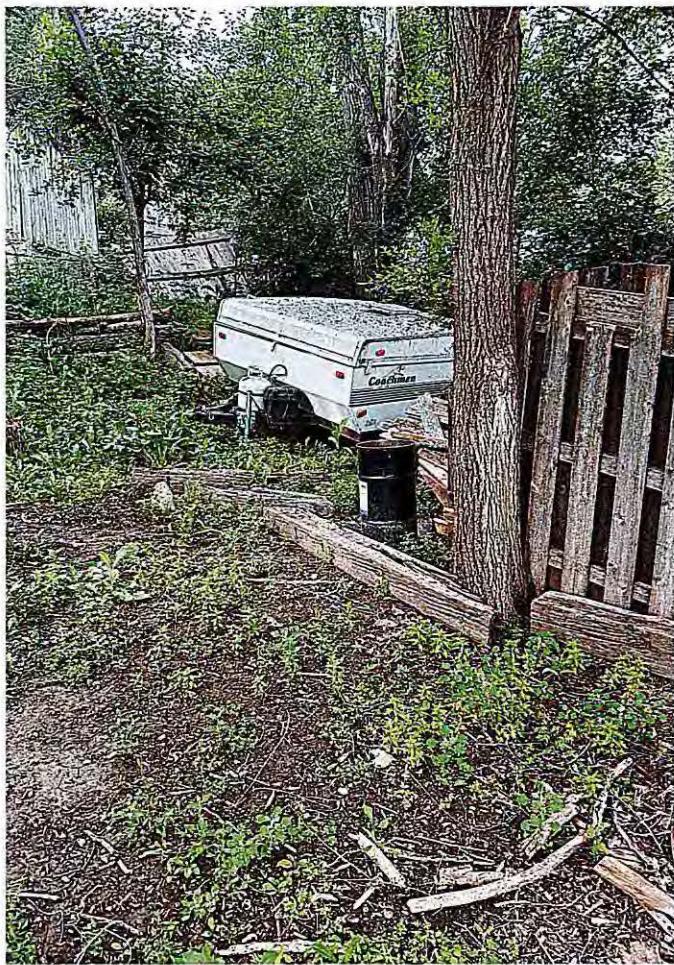
Parcel Information		Ownership Information	
Parcel Number : 010794212		Current Owner : CLARK JR/PETER P	
Map Number : 2957-24-0-60177-000-0006		Address : 13814 VIRGINIA ST	
Situs : 13814 VIRGINIA ST		City ST. Zip : OMAHA NE 68138-	
Legal : LOT 6 THE MEADOWS REPLAT VI		Property Name :	
Current Valuation	Assessment Data	Property Classification	
Land Value : 36,000	District/TIF Fund : 17020	Status : 01 - IMPROVED	
Impr. Value : 164,348	School Base : 117: 28-0017 MILLARD SCHOOL	Use : 01 - SINGLE FAMILY	
OutBuildings :	Affiliated Code :	Zoning : 01 - SINGLE FAMILY	
Total value : 200,348	Neighborhood : MR	Location : 02 - SUBURBAN	
Exemptions : 0	Greenbelt Area :	City Size : 09 - N/A	
Taxable Value : 200,348	Greenbelt Date :	Lot Size : 02 - 10,001 SQ FT - 20,000 SQ FT	
Sales History			
Date	Book/Page	Grantor	Grantee
09/19/2018	2018-22354	ADELSON GARY L	CLARK JR PETER P
			115,000
			115,000

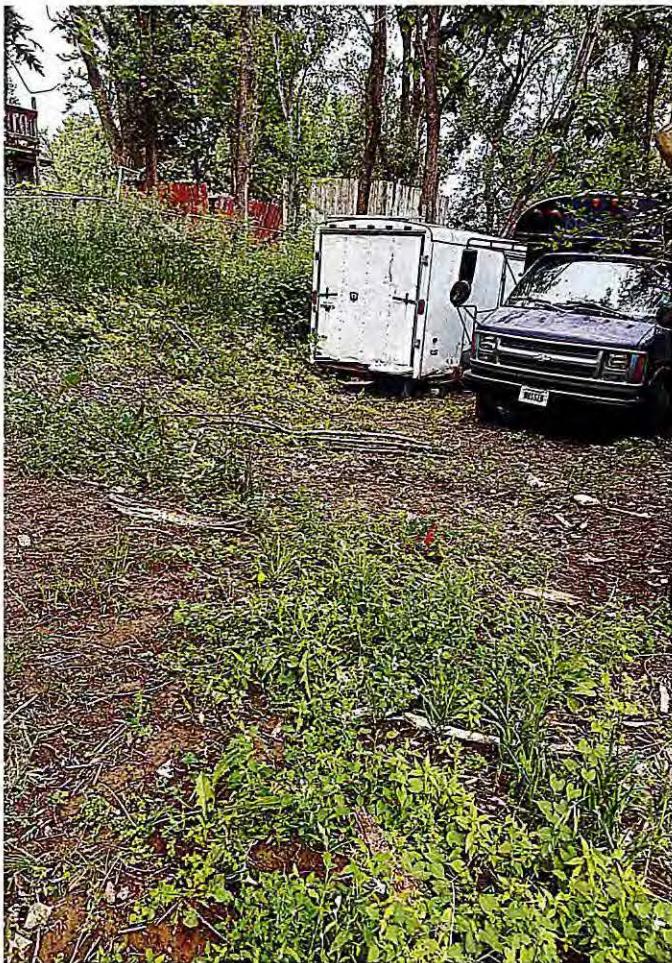
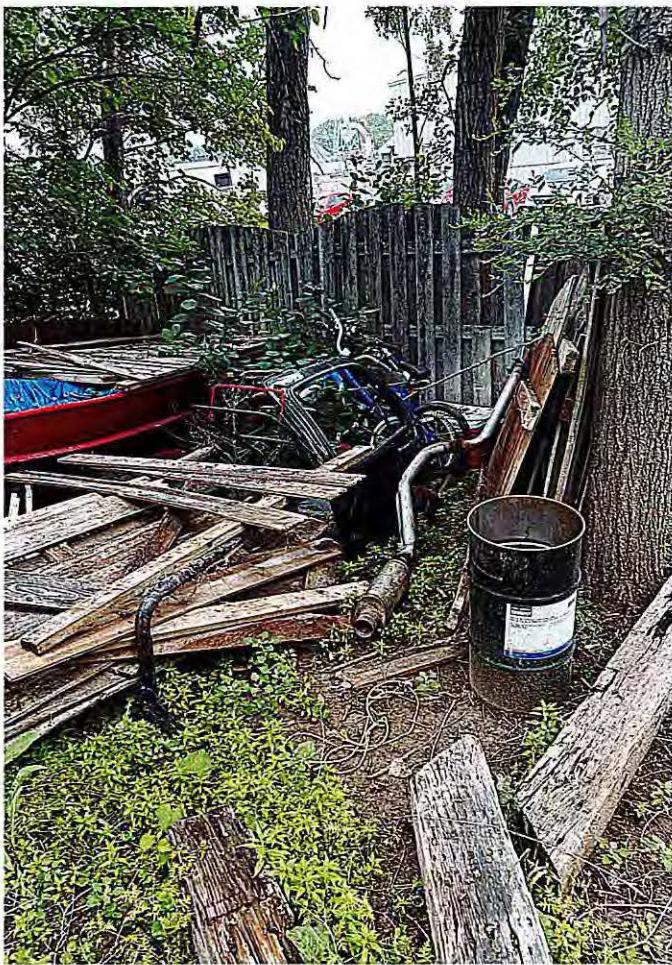
BOE Appeal History			Building Permits				
Appeal #	Year	Appealed By	Status	Permit #	Date	Description	Amount

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2025	ABSTRACT	1000		36,000	164,348	0	200,348	200,348
2024	CTL	1000		33,000	148,020	0	181,020	181,020
2024	BOE	1000		33,000	148,020	0	181,020	181,020
2024	ABSTRACT	1000		33,000	148,020	0	181,020	181,020
2023	CTL	1000		28,000	130,558	0	158,558	158,558

Historical Valuation Information							
Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2024	33,000	148,020		181,020		181,020	3,326.54
2023	28,000	130,558		158,558		158,558	3,402.94
2022	28,000	117,946		145,946		145,946	3,328.56
2021	24,000	109,375		133,375		133,375	3,077.12
2020	24,000	99,942		123,942		123,942	2,908.08







CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT RENEWAL – CRIME SCENE INVESTIGATION SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to approve the renewal of the Interlocal Cooperation Agreement with the Douglas County Sheriff's Office to provide La Vista Police Department with Crime Scene Investigation services.

FISCAL IMPACT

The FY26 Police Department General Fund provides funds for the proposed services.

RECOMMENDATION

Approval.

BACKGROUND

The police department has been using the Douglas County Sheriff's Office CSI personnel for Crime Scene Investigations on an as-needed basis. This resolution is seeking renewal of the MOU between our agencies. There is not a set annual fee. The fees are assessed as listed in the MOU on a monthly or as used basis.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE RENEWAL OF THE INTERLOCAL COOPERATION AGREEMENT WITH DOUGLAS COUNTY FOR CRIME SCENE INVESTIGATION SERVICES.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City to renew an interlocal cooperation agreement for the purpose of providing crime scene investigation services in an efficient and effective manner; and

WHEREAS, the La Vista Police Department has a need for crime scene investigation services; and

WHEREAS, Douglas County, Nebraska is qualified to provide such services as described in the attached Interlocal Cooperation Agreement.

WHEREAS, Douglas County, Nebraska entered into an Interlocal Cooperation Agreement with the City of La Vista for crime scene investigation services in November of 2009 and the City of La Vista has been satisfied with the services provided.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute the renewal of the Interlocal Cooperation Agreement with Douglas County for crime scene investigation services.

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**SERVICES AGREEMENT
BETWEEN
DOUGLAS COUNTY, NEBRASKA
AND
La Vista Police Department**

Under the authority of the Nebraska Inter-local Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Agreement is entered into between the Douglas County, Nebraska, (herein after “Douglas County”) a political subdivision of the State of Nebraska, by and through the Douglas County Sheriff, and La Vista Police Department, a *political subdivision of the State of Nebraska/municipal corporation of the State of Nebraska*, (herein called “Requesting Agency”) for the purpose of providing forensic services.

**SECTION ONE
DUTIES AND RESPONSIBILITIES**

A. Duties of Douglas County

1. Provide the forensic and crime scene services as specified in the Forensic Services Division’s (FSD) Services & Fees document which is attached and incorporated hereunto as Exhibit A and shall strive to respond to any request for assistance in a timely manner.
2. Provide and train personnel as necessary to perform forensic services specified in the Services & Fees document and as determined by the County Sheriff exercising professional judgment. Said personnel will at all times remain under the management and control of Douglas County. Employment rights of personnel assigned to provide services will not be abridged.
3. Reserve the sole right to determine its own availability to perform the forensic service request. This Agreement shall not be construed to require Douglas County to hire any new or additional personnel to perform forensic services.
4. Provide all equipment and facilities necessary to process a crime scene and to conduct laboratory analysis as specified in the Schedule of Forensic Services.
5. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Douglas County Sheriff’s Office, Forensic Services Division’s Evidence Submission Guidelines, to which the current guidelines are incorporated hereunto by reference and subject to periodic review and revision by

Douglas County. Further, Douglas County retains the right to refuse evidence for forensic processing and/or refuse to process or reprocess evidence submitted to the Douglas County Forensic Services Division if Douglas County believes, in its sole discretion, that the evidence has been compromised and/or otherwise contaminated.

6. Designate a Douglas County Crime Scene Investigation lead crime scene investigator upon arrival to a crime scene and said lead crime scene investigator shall coordinate services with the Requesting Agency's on-site command officer.
7. The lead crime scene investigator will notify the requesting agency of any breach noted while at crime scene or with evidence collected and/or processed.
8. The Douglas County Forensic Services Division has extensive dedicated equipment and facilities to ensure the provision of highly professional crime scene investigation and forensic services. Specific arrangements for the use of equipment and/or facilities is necessarily limited to assigned Douglas County Sheriffs Office personnel.
9. Provide written findings upon completion of any forensic analysis-performed. All records, reports, and documents concerning the performance of services provided by Douglas County Sheriffs Office personnel will be appropriately recorded and securely maintained in accordance with Sheriffs Office records/reporting directives and the State Records Retention Act.
10. Send written notification to the authorized representative of the Requesting Agency upon completion of forensic analysis for each item(s) of evidence submitted to Douglas County Forensic Services Division.
11. Invoice the Requesting Agency on a monthly basis or as forensic services are provided by Douglas County, whichever is the earlier to occur. The invoice will reflect actual services rendered on each item submitted for forensic analysis. Crime scene investigation services and latent print services will be billed for a minimum of two (2) hours with additional time billed in 30 minute increments. Deposition and/or court appearances will be billed for a minimum of two (2) hours with additional time billed in 30 minute increments for on duty employees. When an off-duty employee is required to attend court and/or a deposition, a minimum of four (4) hours will be billed with additional time billed in 30 minute increments.
12. Update the Services & Fees document, attached as Exhibit A, no less than annually and provide a copy of said Schedule to the Requesting Agency's authorized representative no less than thirty (30) days prior to the effective date of said Schedule.

B. Duties of Requesting Agency

1. Submit evidence to the Douglas County Forensic Services Division in accordance with the current Douglas County Sheriff's Office, Forensic Services Division's Evidence Submission Guidelines, to which the current guidelines are incorporated hereunto by reference and subject to periodic review and revision by Douglas County. It is the sole responsibility of the Requesting Agency to comply with said packaging guidelines in effect on the day the evidence is submitted.
2. Submit a request for forensic service(s) that will be completed by the Forensic Services Division in a timely manner. The Requesting Agency shall pay an additional charge to Douglas County when such tests require expedient handling and/or additional personnel or services to meet a specific time requirement requested by the Requesting Agency. Douglas County reserves the right to refuse to perform the forensic services if it deems, in its sole discretion, that the service cannot be completed on or before the requested date.
3. Crime Scene Services:
 - i. Requesting Agency agrees to designate one Requesting Agency law enforcement official on site as a command officer to coordinate all communications with the Douglas County Sheriff's Office lead crime scene investigator. Said command officer shall be designated before or upon arrival of Douglas County Crime Scene Investigation Unit personnel at a crime scene and shall remain the command officer throughout the investigation.
 - ii. Requesting Agency agrees to maintain the crime scene in accordance with the current National Institute of Justice guidelines in effect on the day the crime scene is discovered.
 1. In the event that there has been a breach of crime scene integrity before the arrival of Douglas County Crime Scene Investigation Unit personnel, Requesting Agency's command officer shall report the nature and details of the breach at the time of arrival to said scene to Douglas County's lead crime scene investigator.
 2. In the event that a breach of crime scene integrity is discovered during or after the arrival of Douglas County Crime Scene Investigation Unit personnel, Requesting Agency's command officer shall notify Douglas County's lead crime scene investigator immediately and report the nature and details of the breach to the authorized representative of the Douglas County Sheriff within twenty-four (24) hours.

4. Claim and take possession of item(s) and evidence submitted to Douglas County Forensic Services Division or collected by the Crime Scene Investigator for forensic analysis within one week after notification that testing of said item(s) is complete. Douglas County will not be responsible for evidence storage and disposal and is released from any liability for any item(s) and/or evidence unclaimed by the Requesting Agency eight days after said notification. The Requesting Agency may also be subject to additional storage fees for said unclaimed evidence.
5. Cooperate at all times with the employees and representatives of the Douglas County Sheriff's Office providing services under this Agreement.
6. Make payment for provided services no more than thirty (30) days after receipt of an invoice reasonably documenting all applicable charges and fees.

SECTION TWO

TERM, DURATION, REVIEW, REVISION, AND TERMINATION

This Agreement shall become effective on approval and execution by both Parties hereto and shall remain in effect until **2/18/2028**, a term no greater than three (3) years. This Agreement may be terminated upon mutual written consent of the parties or by either of the parties giving sixty (60) days written notice to the other of its intention to terminate the Agreement. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. Upon expiration, this Agreement may be extended or renewed for an additional term by mutual written agreement of the Parties. A review of the agreement will be conducted annually or more often as needed. Revision of the Agreement may be conducted as needed/deemed necessary by Douglas County.

SECTION THREE

GENERAL PROVISIONS

A. Independent Contractors.

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not

as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Party, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, or contractors shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

B. Nondiscrimination.

Requesting Agency agrees that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, Requesting Agency and its subcontractors will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. Requesting Agency and its subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

C. Captions.

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. Unless otherwise indicated, all references to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words "herein," "hereinbefore," "hereinafter," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

D. Applicable Law and Venue.

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

E. Entire Agreement

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

F. Amendments/Modification.

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

G. Assignment.

This Agreement is exclusive to the Parties and rights may not be assigned nor duties delegated by either Party except on prior written consent of the other. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. Any and all additional fees, charges, costs or expenses, which result from an approved assignment or delegation, shall be paid by the assigning/delegating Party.

H. Successors and Assigns Bound by Covenants.

All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

I. Waiver.

The failure of either Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

J. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

K. Notice of Breach.

Either Party shall provide written notice to the other of breach of this Agreement, upon which notice the receiving party shall have ten business days to cure such breach to the mutual satisfaction of the Parties. During the cure period, the Parties shall act in good faith to perform their respective duties described herein.

L. Indemnification

Requesting Agency shall assume all risk of loss, indemnify Douglas County against loss, and hold Douglas County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including but not limited to legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by Requesting Agency's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of Requesting Agency to comply with terms and conditions of the Agreement, and for any

losses caused by other parties which have entered into agreements with Requesting Agency, provided that Douglas County gives Requesting Agency prompt, written notice of any such claim, suit, demand or cause of action. Douglas County shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, Neb. Rev. Stat. §§ 13-901 to 13-928, or other applicable provisions of law. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein

M. No Third Party Rights.

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

N. Authorized Representatives and Notice.

Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

FOR THE COUNTY

Amanda Neely
Douglas County Sheriff's Office
15345 West Maple Road
Omaha, NE 68116
(402) 444-6070
(402) 444-3644 fax
Amanda.Neely@douglascounty-ne.gov

FOR REQUESTING AGENCY

Chief Mike Schofield
La Vista Police Department
7701 S 96th Street
La Vista, NE 68128
(402) 331-1582
(402) 331-7210
mschofield@cityoflavista.org

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified,

return receipt requested or by facsimile with a signed return facsimile acknowledging receipt. A Party's contact person may be changed by at any time by providing written notice of the updated contact information to all the Parties.

O. Unavailability of Funding language

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

P. Drug Free Policy.

Requesting Agency established, maintains, and enforces a drug free workplace policy.

Q. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).

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

R. Public Benefits.

With regard to Neb.Rev.Stat. §§4-108 - 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.

S. Joint Work Product.

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

T. Authority.

Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

U. Insurance.

Requesting Agency shall maintain comprehensive General Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each person for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence and shall provide proof thereof. Requesting Agency agrees to provide and maintain throughout the term of this Agreement, and at its own expense, adequate statutory Nebraska workers' compensation insurance, and shall provide proof thereof. The policies required to be maintained shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state of Nebraska and domiciled in the USA. Requesting Agency shall provide a certificate of insurance to Douglas County Purchasing before work or services are undertaken pursuant to this Agreement and upon demand of Douglas County thereafter. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
902 Civic Center, 1819 Farnam St.
Omaha NE 68183.

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Requesting Agency or its interests. Requesting Agency is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of

insurance as required by this Agreement shall not be construed to limit Requesting Agency's liability hereunder or to fulfill the indemnification provisions of this Agreement.

V. No Separate Legal Entity

This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the Douglas County Sheriff's decision shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

W. Conflict of Interest.

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

X. Dispute Resolution.

Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting in Omaha, Nebraska to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

DOUGLAS COUNTY, NEBRASKA

La Vista Police Department, NEBRASKA

Signed by:

Roger Garcia

03/11/2025

Chairperson

Date

Mayor/Chairperson

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signed by:

Theresa M. Clark

03/11/2025

Deputy

County Attorney

Date

Attorney

Date

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENTS – ♦RESOLUTION I.T. SERVICES, GIS AND PUBLIC SAFETY SOFTWARE	ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to approve the Interlocal Cooperation Agreements with Sarpy County for Information Technology Services, GIS and Public Safety Software.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The City has been operating under several Interlocal Cooperation Agreements with Sarpy County for many years. These agreements provide service and support for Information Technology (IT) Services, Geographic Information Systems (GIS), and Public Safety Software. They are set to expire on September 30, 2025. In response, Sarpy and staff propose renewing all three agreements with a uniform start date of October 1, 2025, to ensure consistency and streamlined administration. A summary of the agreements and key changes are provided below.

IT Services Interlocal Agreement

Sarpy County Technology Services delivers IT support to several cities and agencies. The prior agreement relied on a flat annual fee, but the renewal adopts a bill-back model, with the City reimbursing the County for actual staff time, software, and services. It continues to cover core IT functions, including technical support, network and equipment management, security and software services, and programming support. This change creates a fair, transparent cost structure while supporting continued collaboration between the City and the County.

GIS Interlocal Agreement

Sarpy County operates a centralized GIS program that supports County operations and partner agencies. Costs are shared based on parcel counts, with an adjustment covering 25% of the GIS team's salary and benefits. The agreement also outlines annual allocations for NIROC aerial imagery flights from 2026 to 2029 and includes cost recovery for shared software tools like Velocity (snowplow tracking application). Renewing this agreement continues the partnership that delivers quality mapping data, reduces duplication, and enhances public services through shared technology.

Public Safety Software Interlocal Agreement

Sarpy County manages and supports public safety software and hosted systems that are jointly used by the County and several cities. Costs are shared through software licensing, sworn personnel counts, and equal distribution of shared services. Renewal of the agreement enables the County and cities to continue using a common platform for law enforcement, fire, and emergency response, improving system integration, interoperability among first responders, and ensures cost-effective access to critical technology.

Sarpy County continues to deliver exceptional service and support to our staff, first responders, computer systems, software, and network, enabling the City to provide outstanding service to its citizens. For this reason, we recommend approval of these three agreements.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF INTERLOCAL COOPERATION AGREEMENTS WITH SARPY COUNTY FOR INFORMATION TECHNOLOGY SERVICES, GIS AND PUBLIC SAFETY SOFTWARE.

WHEREAS, the City has been operating under an Interlocal Agreement with Sarpy Information Systems for the provision of Information Technology services, GIS and Public Safety Software; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, approve the interlocal agreements between Sarpy County and the City of La Vista regarding Information Technology Services, GIS and Public Safety Software.

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

Interlocal Agreement for I.T. Services for the City of La Vista

Commencing October 1, 2025, Ending September 30, 2028

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and the City of La Vista, located in Sarpy County, State of Nebraska, (hereinafter "City"), pursuant to the authority granted the parties under Neb. Rev. Stat. §13-801, *et seq.*, Reissue 2012.

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Technology Services Department and to fairly compensate the County for the expense of the said service; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2012), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to 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 local communities

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE ANDFOREGOING, IT IS AGREED:

A. **Duties of City:**

1. As to the service provided and detailed in Attachment "A" the City Shall pay to the County an hourly rate for technology support and programming services. Reimbursement for work shall be paid quarterly (every 3 months). Sarpy County will send quarterly invoices to the City's designated billing contact(s). The hourly compensation due from the City to the County shall increase by 4% on an annual basis beginning on October 1, 2026. The hourly rate will be subject to review at the conclusion of the initial three-year agreement period. Should there be any changes to the percentage of increase or amount of the hourly rate, both parties will be required to sign an amended agreement. The

County shall provide to the City monthly reports detailing the services described on Attachment "A" that were provided by the County in the preceding month and the time (in 15-minute increments) spent by the County in performing said services.

2. As to the software, services, and maintenance provided and detailed in Attachment "B" the City shall compensate the County in accordance with the consumption. Reimbursement for the software, services, and maintenance shall be paid quarterly (every 3 months). The amount will be based on the true, actual costs. These costs may fluctuate based on vendor price changes and consumption. The County will send a quarterly invoice and breakdown of the software, services, and maintenance costs. This will include quantities, user and device listings.
3. In the event the City does not have an adopted and approved Information Security Policy, City staff and employees using the services provided by the County pursuant to this Agreement will comply with the Sarpy County Information Security Policy. The City acknowledges receipt of the current County Information Security Policy, and that said policy is subject to change from time to time at the County's sole discretion. The County will notify the City of changes and provide an updated copy of the said policy. All Information Security Policies the City has adopted will be shared with SCTS and take precedence over the County's policies.
4. In the event this Agreement is terminated prior to the end of its term, City's obligation to pay County shall be limited to (a) the compensation for services rendered up to and including the effective date of termination for the services described in Section A.1. above, and (b) an amount prorated for that portion of the contract term in which the contract is effective for the services described in Section A.2. above.
5. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in the

County's inventory on the City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater at the next quarterly invoice. The County may utilize vendor accounts set up by City to purchase replacement parts as required. The County must obtain authorization from the City's IT Manager or their designee before making such purchases.

6. City will grant to County such access to the City facilities and network resources as needed for the County to perform its duties as described herein.
7. The City will immediately notify Sarpy County Technology Services if the passwords maintained by the County have been accessed by City staff. The City acknowledges accessing the passwords reduces the County's ability to maintain the integrity of the City's systems.

B. **Duties of County:** County will, in consideration of the above:

1. Provide certain services to City, as further outlined in the Statement of Work and Service Level Agreement, Attachment "A".
2. Provide use of certain software to City, as further outlined in the Software, Services & Maintenance, Attachment "B".
3. Keep all City data and information confidential.
4. Maintain Cyber Security Insurance in the amount of two million dollars (\$2,000,000), or maximum allowable amount by the County's carrier. In the event of a change in premium or coverage, the County will notify the City.
5. Provide all administrative passwords via a secure share upon request of the City. Any break glass (emergency) accounts will be stored in a sealed envelope and shared with the City. The City will be notified when the County changes administrative passwords.

C. **Compliance With Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this contract.

D. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.

E. **Term of Agreement and Changes Hereto:** This Agreement may be terminated by either party upon 120 days' notice. Unless previously terminated as provided for herein, this Agreement shall be in full force and effect for a period of three years. After such three-year period, the contract shall automatically renew for successive one-year periods unless terminated as otherwise provided. This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

COUNTY:

CITY:

Sarpy County Chair
1210 Golden Gate Drive
Papillion, NE 68046
City of La Vista, Nebraska:

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

F. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

G. **Neither Party Agent for the Other:** Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

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Sarpy County Technology Services Statement of Work and Service Level Agreement

Section I: Technical Support Information

County Workdays (normal working hours)

Sarpy County Technology Services (SCTS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is staffed between the hours of 7:30 a.m. and 4:45 p.m. Central Time (CT) on all County workdays. County Holidays are defined below; any holiday that falls on Saturday will be observed on the preceding Friday, and any holiday that falls on Sunday will be observed on the following Monday. Holidays may be changed annually without notification and will be kept current on Sarpy County's website at <https://www.sarpy.gov/238/Holiday-Schedule>.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

County Holidays that do not coincide with City Holidays Support

SCTS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCTS will try to resolve any non-urgent (level 3 and 4 on Service Impact Chart, Appendix #1) issues via phone and provide on-site service on urgent issues (level 1 and 2 on Service Impact Chart, Appendix #1).

Weekend and after Normal Working Hours Support

SCTS will provide support on weekends and after normal working hours (see County Workdays above). Support requests that fall outside of the normal working hours will be billed at an overtime rate of 1.5 times the hourly rate. Planned maintenance and upgrades outside business hours will be billed at the regular rate. SCTS will try to resolve any non-urgent (level 3 and 4 on Service Impact Chart, Appendix #1) issues via phone and provide on-site service on urgent (level 1 and 2 on Service Impact Chart, Appendix #1) issues. SCTS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

Support Response Time

SCTS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCTS will follow the timelines established in Appendix #1, Service Impact chart, or at a mutually agreed scheduled time. Initial contact may consist of a phone call, email, or face-to-face response.

Support Reporting

SCTS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City contact(s) by the 10th day of the following month the report is for. SCTS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCTS.

Service Outages

SCTS strives to prevent unplanned service outages, but interruptions may occur due to factors beyond our control. In such cases, SCTS will work promptly to restore service to the City.

Section II: Technical Equipment Inventory

SCTS will maintain an inventory of all technical equipment with a valuation of \$500 and above for the City. SCTS will also affix City provided asset tags.

Workstations, laptops, and server inventory information maintained by SCTS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCTS will be specific by device type but will be similar to what is kept for workstations (above).

SCTS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

SCTS will decommission and surplus outdated equipment, ensuring proper recycling and disposal in line with the IT Security Policy and industry best practices

Section III: Technical Equipment Diagnosis and Repair

Workstations, laptops, notebooks, and servers

Warrantied items

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. The City is responsible for any shipping costs associated with the replacement part(s).

Non-Warrantied items

- Provide diagnosis and provide City with estimate to repair/replace.
Order and repair/replace item. The City is responsible for any costs associated with the replacement item.

Printers, plotters, and scanners

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Network Equipment

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Other technical Equipment

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Section IV: Technical Training

Upon request, SCTS can provide technical training for City employees, which may incur additional costs.

Sarpy County has access to online technical training via a third party on a wide range of subjects, from IT to personal development and design, offering flexibility for learners to study at their own pace.

Sarpy County also has a training room with nine workstations that can be reserved to accommodate special training needs or requests.

Section V: Consulting

SCTS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCTS will attempt to provide the same individual(s) to ensure cohesion on projects.

Section VI: Software and Services

SCTS provides software and services for City staff and City computers for purposes of productivity, security and inventorying. The City shall compensate the County based on the usage of these resources. Items covered are detailed in Attachment "B".

Section VII: Budget Recommendations

If requested, SCTS staff will provide the City each calendar year (on March 1 or agreed upon date), a detailed assessment of the current technology equipment and make recommendation(s) to meet the City's goals for the next budget cycle.

Section VIII: Miscellaneous

It is the goal of SCTS to provide the City with the best possible technical support. SCTS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCTS will provide quotes through various sources to provide the City with the best possible pricing. SCTS will maintain an accurate network diagram for the City (if applicable).

Section IX: Programming Services

Programming Services will be conducted under this agreement. However, projects estimated by SCTS to exceed 40 hours will require a written request to SCTS. SCTS will review the work request and assess feasibility based on project size, due date, and current workloads. Feasibility and estimated cost/timeline will be communicated within five (5) business days. SCTS will perform the work upon receiving written authorization. SCTS will include the billing for such services as part of the quarterly invoices. The hourly rate from Section X (Programming) will be applied whenever Programming services are utilized.

Section X: Current billable hourly rate

Effective Date	Hourly Rate (Technical Support)	Hourly Rate (Programming)
October 1, 2025	\$140.00	\$170.00
October 1, 2026	\$145.60	\$176.80
October 1, 2027	\$152.42	\$183.87
October 1, 2028, and each subsequent year after	4% increase on prior year hourly rate	4% increase on prior year hourly rate

Support requests that fall outside of the normal working hours will be billed at an overtime rate of 1.5 times the hourly rate.

Service Level Agreement: Service Impact

Appendix #1

Impact	Priority	Response Time Weekdays 7:30am – 4:45pm	Response Time Weekdays 4:45pm – 7:30am Holidays/Weekends
Service not available (all users and functions unavailable. Ex: Server down)	1	Remote within 1 hour On-Site within 3 hours	Remote within 2 hours On-Site within 4 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Remote within 2 hours On-Site within 4 hours	Remote within 4 hours On-Site within 8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Remote within 4 hours On-Site within 8 hours	Remote within 12 hours On-Site within 48 hours
Small service degradation (business process can continue, one user affected)	4	Remote within 24 hours On-Site within 48 hours	Remote within 24 hours On-Site within 72 hours

ATTACHMENT "B"

Sarpy County provides various software and services that are required per user. These products may, or may not, be directly accessible to the user. Below is a generic list of the items that are in place.

Item Description

Device Management

Password Recovery

Remote Viewer/Management

Security Awareness/Training

Any other software as agreed on by both parties

GIS INTERLOCAL AGREEMENT

This GIS Interlocal Agreement (this "Agreement") is made and entered into on the 1st day of October, 2025, by and among City of Gretna, Nebraska ("Gretna"), City of Papillion, Nebraska ("Papillion"), City of Bellevue, Nebraska ("Bellevue"), City of La Vista, Nebraska ("La Vista"), City of Springfield, Nebraska ("Springfield"), (hereinafter collectively called "Cities" or a "City" when used in the singular), County of Sarpy, Nebraska, a body politic and corporate ("Sarpy"), and the Papio Missouri River Natural Resource District ("P-MRNRD"), (collectively the "Parties"; each individually a "Party").

WHEREAS:

- (A) The Parties hereto engage in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc.; and,
- (B) The Parties have previously cooperated in the development and implementation of a Geographic Information System ("GIS"); and,
- (C) Each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of GIS; and,
- (D) Each Party understands that the development, operation and maintenance of the GIS will require a long-term commitment from the Parties; and,
- (E) Additional enhancements to the GIS will be determined by the financial considerations of all Parties to this Agreement.

NOW, THEREFORE, in consideration of the recitals made above and in further consideration of the promises and agreements that follow,
IT IS AGREED among the Parties as follows:

1. **DEFINITIONS.** The following definitions apply to this Agreement:

- 1.1 **BASE MAP.** That part of the GIS containing the property, land records, and transportation geospatial datasets within Sarpy County.
- 1.2 **CONTRACTOR.** Has the meaning set forth in Section 3.1.

1.3 EQUIPMENT. The equipment and software which is the subject of this Agreement, to-wit: GIS related equipment and software.

1.4 FACILITIES. The GIS and Equipment housed in the Sarpy County Courthouse procured, engineered, owned, constructed, and operated and maintained pursuant to this Agreement by Sarpy, including all real and personal property.

1.5 GIS. Geographic Information System.

1.6 RFP. Request for Proposal.

1.7 SHARE. Cost amount accorded to each individual party based upon a pro rata distribution.

1.8 WITHDRAWN PARTY. Any Party to the agreement which chooses to exercise its right to withdraw from the obligations and benefits of this agreement.

2. SCOPE OF SERVICES PROVIDED. This Agreement describes the duties and obligations of the Parties in the development and maintenance of a GIS system and the allocation of the costs for said activities.

2.1 Each of the Cities, the P-MRNRD and Sarpy acknowledges that it is receiving or will be receiving a GIS Base Map and agrees to cooperate with the County in the development, implementation and maintenance of the system upon the terms and conditions established herein.

3. ACQUISITION AND PURCHASE.

3.1 Subject to the provisions of this Agreement, each City and P-MRNRD hereby designates Sarpy, and Sarpy agrees to serve, as its respective Equipment acquisition agent for the purposes of this Agreement. Upon the acquisition of any Equipment under this agreement, each Party's cost, as applicable, under this Agreement shall be upon the terms, conditions and cost as evidenced by the successful bidder's proposal.

3.2 Sarpy will take all steps reasonably necessary for the functioning and operation of the GIS.

3.3 For the purposes of this Agreement, the pro rata GIS cost sharing per Party is based upon the average of following:

3.3.1 For each Party, the number of parcels within the corporate/county limits compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.2 For each Party, the number of parcels within the extraterritorial (zoning) jurisdiction compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.3 The average of the number produced by the application of 3.3.1 and 3.3.2, rounded to the nearest 1/10 of a percent shall be each Party's pro rata share. The cost sharing formula and cost shares are displayed in Exhibit A.

3.3.4 The cost share of the GIS operations shall be re-evaluated annually, and each Party's proportionate share of such acquisition costs shall be determined as of July 1 of each year, following the mechanism for pro rata division as outlined in Sections 3.3.1, 3.3.2, and 3.3.3.

3.4 The number of land parcels in each Party's jurisdiction, and thus the resulting cost Share, is hereby based upon the parcel data and city limits/jurisdictional boundaries as they exist January 1st of each year in the agreement.

3.5 The operational expenses will reflect 25% of the salary and benefit budget for Sarpy County GIS. The operational expenses will be updated annually as of July 1.

3.6 Should the P-MRNRD contribute to the operational expenses, their contribution will be subtracted from the total operational expenses amount for the fiscal year. The shares for the cities will then decrease proportionally each year the P-MRNRD participates.

3.7 The total cost of the Nebraska-Iowa Regional Orthophoto Consortium (NIROC) imagery acquisition will be averaged over the full term of the multi-year NIROC agreement, resulting in equal annual payments. Each party will be responsible for a proportionate share of these annual costs, determined as of July 1 each year, based on the percentage of sectors within their jurisdiction, as outlined in Exhibit B. Sector allocations will be reviewed and updated annually to reflect any jurisdictional changes.

3.8 Sarpy will send an invoice to each Party for the amount of its respective Share by September 1st of each year, as outlined in Exhibit D – GIS Interlocal Total Cost Shares. Each Party shall pay the amount of its respective Share within forty-five (45) days after receipt of an invoice therefore.

3.9 Should a Party fail to timely pay its Share, Sarpy may terminate services upon forty-five (45) days written notice by Sarpy to the non-paying Party.

4. SHARED SOFTWARE. ArcGIS Velocity Subscription

4.1 The Parties agree to jointly fund the ArcGIS Velocity subscription to enhance real-time data processing capabilities within the GIS infrastructure.

4.2 The annual cost for the ArcGIS Velocity license shall be split evenly among the participating agencies. The cost sharing formula and cost shares are displayed in Exhibit C.

4.3 Each agency shall be invoiced for their equal share by Sarpy County no later than September 1st of each year, and payment shall be due within forty-five (45) days of receipt.

4.4 Non-participating Parties shall not be responsible for any portion of the ArcGIS Velocity subscription cost.

4.5 The cost-sharing arrangement for ArcGIS Velocity shall be reviewed annually, and any proposed changes shall require written agreement of the participating agencies.

4.6 ArcGIS Velocity participating agencies include:

- City of Papillion, Nebraska
- City of Bellevue, Nebraska
- City of La Vista, Nebraska
- County of Sarpy, Nebraska

5. DUTIES OF SARPY. To carry out the faithful performance of this Agreement, Sarpy shall:

5.1 Provide facilities and staff in the Sarpy County Courthouse or other similar space and install and operate the GIS;

5.2 Maintain, keep and determine that the facilities, Base Map and Equipment are current and functional to deliver GIS services;

5.3 Maintain, keep and determine that Sarpy Technology Services personnel and/or GIS related personnel are currently trained and provide such upgrades and retraining as necessary to competently and adequately deliver GIS services;

5.4 Collect, account for and safeguard all GIS related funds;

5.5 Provide each Party with access to and a report of the financial acts and doings as such relate to revenues and expenses relating to the GIS;

5.6 Provide each Party with access to the GIS;

5.7 Provide each Party with all records or data necessary to develop and maintain databases for the GIS;

5.8 Continue to control and furnish the operation of GIS services during the term of this Agreement in accord with sound public service standards and standard operating procedures; and

5.9 Maintain such types, kinds, and amounts of insurance to ensure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each Party and their governing body harmless from loss or expense resulting from Sarpy's negligent acts or the negligent acts of its personnel.

6. DUTIES OF THE PARTIES. To carry out the faithful performance of this Agreement, each Party agrees at its cost to:

6.1 Maintain, keep and determine that its facilities, property, and Equipment are reasonably current and functional to operate GIS services as applicable.

6.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary to operate GIS services as applicable.

6.3 Provide Sarpy County GIS personnel or contracted agency with all records or data necessary to develop and maintain databases for the GIS.

7. GOVERNING LAW. The governing law of the State of Nebraska shall apply concerning the validity, construction, interpretation and effect of this Agreement. To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provision of legislation, such legislative provisions shall prevail, and this Agreement shall be construed to the end that it be and become in conformity to such legislation.

7.1 To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each Party will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each Party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

8. COMMENCEMENT DATE. This Agreement begins upon execution by all Parties by October 1st, 2025.

9. TERM. This Agreement begins upon its execution by all Parties and shall terminate September 30th, 2029. In the event a Party becomes a Withdrawn Party, this Agreement will continue with the continuing Parties.

10. AUTHORITY TO CONTRACT. Each Party acknowledges and declares that the relationship created herein is that of independent contractor.

10.1 Each Party to this Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into this Agreement, found at Neb. Rev. Stat. §13-801 et. Seq.

11. ENTIRETY AND AMENDMENTS. This agreement supersedes all prior agreements, whether oral or written, relating to the subject matter hereof. This Agreement contains the entire agreement between the Parties hereto and the terms are contractual and not a mere recital. There are no further agreements or understandings between the Parties other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by all of the Parties hereto.

12. TERMINATION OR WITHDRAWAL. Each Party will faithfully attempt to provide its respective GIS service functions continuously and without termination.

12.1 In the event that Sarpy intends to so withdraw, it shall provide a one (1) year advance withdrawal notice to the Cities and P-MRNRD whereby its service area users will have the opportunity to select a new GIS service provider.

12.2 Notwithstanding anything in this Agreement to the contrary, any Party may Withdraw from the Agreement ("Withdrawn Party") without further obligation and such Withdrawn Party shall have absolute right to access and possess copies of any and all work, data and other information generated in connection with establishing and creating the Base Map, including, but not limited to, computer programs and models.

12.3 In the event a Party becomes a Withdrawn Party, any and all additions, deletions, modifications, upgrades, and/or other alterations made to the Base Map, or any portion of a Party's geospatial land database, by the Withdrawn Party shall be made available to all other Parties.

12.4 In the event a Party becomes a Withdrawn Party, the cost share of the withdrawn party will be reallocated amongst the remaining parties the following year, in the same manner as described in 3.3 above.

12.5 In the event a Party becomes a Withdrawn Party, any remaining outstanding Aerial Photography Shares for the term of agreement will be due.

13. ASSIGNMENT. Assignment or substitution by assignment or substitution by termination in 12 above by Sarpy shall not be allowed without prior written consent of each City and P-MNRD. Written consent is only effective when the terms of paragraph 12 above are followed.

14. AUTHORITY TO ACT. Each Party hereto declares that it has by regular acts of business taken all steps and passed all resolution(s)/ordinances(s) which are legally necessary or required to authorize this Agreement and the rights, duties, and obligations herein. Each Party represents and warrants that each has the power and authority to enter into this Agreement, perform its obligations, incur expenditures or debt, and to consummate the contemplated transactions.

15. NOTICE AND CONTACT PERSON. Except as otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing, addressed to the Parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by e-mail, certified or registered mail, postage prepaid, return receipt requested. Provided that all notices and other communications sent by e-mail shall not be effective unless followed up the same day by registered mail, postage prepaid, return receipt requested. The addresses of the Parties are as follows:

If to Gretna:

City of Gretna
Attn: **Paula Dennison**
City Administrator
Telephone: **(402) 332-3336 x 1204**
E-Mail: paula@cityofgretna.com

If to Papillion:

City of Papillion
Attn: **Amber Powers**
City Administrator
Telephone: **(402) 597-2000**
E-Mail: apowers@papillion.org

If to Bellevue:

City of Bellevue
Attn: **Jim Ristow**
City Administrator
1500 Wall St
Bellevue, Nebraska 68005
Telephone: **(402) 293-3021**
E-Mail: jim.ristow@bellevue.net

If to La Vista:

City of La Vista
Attn: **Rachel Carl**
City Clerk

Telephone: (402) 331-4343
E-Mail: rcarl@cityoflavista.org

If to Springfield:

City of Springfield
Attn: Kathleen Gottsch
City Administrator
Telephone: (402) 253-2204
Facsimile: (402) 253-2204
E-Mail: kathleen@springfieldne.org

If to Sarpy:

Sarpy County
Attn: Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895
Telephone: (402) 593-5915
Facsimile: (402) 593-4360
E-Mail: clerk@sarpy.com

If to P-MRNRD:

Papio-Missouri River Natural Resources District
Attn: John Winkler
General Manager
8901 South 154th Street
Omaha, Nebraska 68138
Telephone: (402) 444-6222
Facsimile: (402) 895-6543
E-Mail: jwinkler@papionrd.org

16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized official of each individual Party, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of the day and year first written above.

Executed by Sarpy County this _____ day of _____, 2025.

Attest:

SARPY COUNTY, NEBRASKA,
A Political Subdivision.

Sarpy County Clerk

Chairperson, Board of Commissioners

Approved as to form:

Deputy Sarpy County Attorney

Executed by the City of Bellevue this _____ day of _____, 2025.

Attest:

CITY OF BELLEVUE,
Nebraska.

Bellevue City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Gretna this _____ day of _____, 2025.

Attest: CITY OF GRETNA,
Nebraska.

Gretna City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of La Vista this _____ day of _____, 2025.

Attest:

CITY OF LA VISTA,
Nebraska.

La Vista City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Papillion this _____ day of _____, 2025.

Attest:

CITY OF PAPILLION,
Nebraska.

Papillion City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Springfield this _____ day of _____, 2025.

Attest:

CITY OF SPRINGFIELD,
Nebraska.

Springfield City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the Papio-Missouri River Natural Resources District this _____ day of
_____, 2025.

Attest:

PATIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT

Secretary

Chairman, Board of Directors

Exhibit A - GIS Interlocal Funding Breakdown FY2026

Operations Cost Shares

Member	# Parcels in Limits	% Parcels in Limits	# Parcels within Jursidiction	% Parcels in Zoning Jursidiction	Total %
Bellevue	21322	55.4%	25523	38.4%	46.9%
Gretna	3269	8.5%	12762	19.2%	13.9%
La Vista	4834	12.6%	7928	11.9%	12.3%
Papillion	8348	21.7%	19076	28.7%	25.2%
Springfield	711	1.8%	1091	1.6%	1.7%
	38484		66380		

*Calculated 4/17/2025 using parcel point data from 1/1/2025

**County's 'Parcels in Limits' count includes all parcels within county boundary

Exhibit B - NIROC Oblique & Ortho Projects - Annual Cost per year for 4 years
Aerial Photography Cost Shares - 2026 to 2029

Total Project Cost:	# Sectors	Cost	Per Sector Cost
	279	\$294,345	\$1,055

NIROC Funding Breakdown:

Jurisdiction	Sectors	\$/Sector	Extended	Annual (for 4 years)	% Total	Sum
Bellevue	48	\$1,055	\$50,640.00	\$12,660.00	17.2%	\$15,429.38
Bellevue 50/50	21	\$528	\$11,077.50	\$2,769.38	3.8%	21.0%
Gretna	29	\$1,055	\$30,595.00	\$7,648.75	10.4%	\$11,473.13
Gretna 50/50	29	\$528	\$15,297.50	\$3,824.38	5.2%	15.6%
La Vista	14	\$1,055	\$14,770.00	\$3,692.50	5.0%	\$4,351.88
La Vista 50/50	5	\$528	\$2,637.50	\$659.38	0.9%	5.9%
Papillion	35	\$1,055	\$36,925.00	\$9,231.25	12.5%	\$12,396.25
Papillion 50/50	24	\$528	\$12,660.00	\$3,165.00	4.3%	16.8%
Springfield	8	\$1,055	\$8,440.00	\$2,110.00	2.9%	\$3,560.63
Springfield 50/50	11	\$528	\$5,802.50	\$1,450.63	2.0%	4.8%
Sarpy 50/50	90	\$528	\$47,475.00	\$11,868.75	16.1%	\$26,375.00
Sarpy	55	\$1,055	\$58,025.00	\$14,506.25	19.7%	35.8%
			\$294,345.00	\$73,586.25	100.0%	

Note(s):

1. Based on Pictometry flight sector grid
2. City is responsible for sectors within corporate limits
3. City/county split costs for those sectors in municipal ETJ
4. County is responsible for sectors outside ETJ
5. Countywide 3" color obliques and orthos 4 band included
6. The cost in yellow reflects the total project costs of the current NIROC agreement.
7. The annual amount for each city is their share of the total project cost averaged over 4 years.

Update Information: Calculated 4/17/2025 using parcel point data from 1/1/2025

Exhibit C - ArcGIS Velocity Shared License Costs FY2026

Member	Share Percentage	Software Package
		Velocity
Sarpy	25.0%	\$11,250
Bellevue	25.0%	\$11,250
La Vista	25.0%	\$11,250
Papillion	25.0%	\$11,250
TOTAL		\$45,000

Software Package FY26 Cost
Velocity \$45,000

Exhibit D - GIS Interlocal Total Cost Shares FY2026

Member	Annual Cost Shares FY26 for Cities				Total Cost Share FY26
	Operations Share*	FY26	Aerial Photo Share	Velocity Share	
Bellevue	46.9%	\$53,246	\$15,429	\$11,250	\$79,926
Gretna	13.9%	\$15,726	\$11,473	\$0	\$27,199
La Vista	12.3%	\$13,902	\$4,352	\$11,250	\$29,504
Papillion	25.2%	\$28,610	\$12,396	\$11,250	\$52,256
Springfield	1.7%	\$1,981	\$3,561	\$0	\$5,541
TOTAL		\$113,465	\$47,211	\$33,750	\$194,426

* Total operations contributions reflects 25% of the GIS team employee compensation, Sarpy County has responsibility for the remaining 75%.

** Operations & aerial photo shares updated 4/17/2025 using parcel, city limits, & ETJ data from 1/1/2025

INTERLOCAL COOPERATION AGREEMENT

Interlocal Agreement for Public Safety Software Commencing October 1, 2025

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County") and City of _____, located in Sarpy County, State of Nebraska (hereinafter "City"), pursuant to the authority granted to the parties under Neb. Rev. Stat. §13-801, *et seq.*

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Technology Services Department and to fairly compensate the County for the expense of said services; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

- A. **Duties of County:** County shall, in consideration of the terms of this Agreement:
 - a. Provide certain Public Safety Software to the City, as further outlined in the Statement of Works and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A."
 - b. Maintain Cyber Security Insurance in the amount of two million dollars (\$2,000,000), or maximum allowable amount by the County's carrier. In the event of a change in premium or coverage, the County will notify the City no later than July of any calendar year.
- B. **Duties of City:** City shall, in consideration of the terms of this Agreement:
 - a. The Public Safety software rates shall be determined on May 1 of each year by dividing the total number of City's then fiscally authorized sworn law enforcement personnel by the total number of then fiscally authorized sworn law enforcement personnel of the City of Bellevue, City of Papillion, City of La Vista, and Sarpy County, as well as by actual usage of license and storage. Each fiscal year or the agreement, each agency shall provide the number of authorized sworn law enforcement personnel for budgeting purposes.
 - b. Payments shall be made to reimburse the County for payment for the City share.
 - c. Any hosted service costs will be billed quarterly.

- d. City will grant to County such access to City's facilities and network resources as needed for County to perform its duties as described herein.
- C. **Exclusion of Other Agreements:** The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.
- D. **Compliance with Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.
- E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.
- F. **Entire Agreement:** This instrument and its incorporated attachments contain the entire Agreement of the parties.
- G. **Term of Agreement:** This Agreement is effective from October 1, 2025, through September 30, 2028, but may be terminated by either party upon 120 days' notice. After such three-year period, the contract shall automatically renew for successive one-year periods unless terminated as otherwise provided. In the event that this Agreement is terminated prior to the end of its term, City shall be obligated to pay in full for the services described in subsection B above.
- H. **Amendments:** This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties.
- I. **Notice:** Notice to parties shall be given in writing to the individuals shown below:

COUNTY: Ms. Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046

CITY: Rachel Carl
La Vista City Clerk
8116 Park View Blvd.
La Vista, NE 68128

J. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

K. **Neither Party Agent for the Other:** Each party declares, represents, warrants, and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

L. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. §4-114 *et seq.*, each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authority by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United State Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

M. **Non-Discrimination:** Pursuant to Neb. Rev. Stat. §73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

[Remainder of this page intentionally left blank]

EXECUTED this _____ day of _____, 2025.

CITY OF _____, NEBRASKA,
A Body Politic and Corporate.

Mayor

(SEAL)
ATTEST:

City Clerk

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

Chairman, Board of Commissioners

(SEAL)
ATTEST:

Sarpy County Clerk

Attachment A

Sarpy County Technology Services Public Safety Software Statement of Work

Section I: Public Safety Software & Services

Public Safety Software is any software that is hosted by Sarpy County or any other agency to provide services to Public Safety Agencies.

The current (2025) list of items is as follows:

- Motorola P1 Records (Law Records Management System)
- Motorola PremierOne Mobile CAD
- Motorola Premier Mobile Data Computer (MDC)
- Absolute Secure Access (formerly NetMotion, connects mobile devices to Public Safety Systems)*
- Zero Trust Network Access Client Licensing (ZTNA)*
- Zoll Fire Records Management System
- ESO Electronic Health Record (EHR) and Patient Care Reporting (ePCR)
- Hosted Services to provide any of the above systems
- Hardware costs associated with any of the above systems
- Fiber Connectivity to Douglas County Emergency Communications

*Each Law/Fire Agency is responsible for purchasing new Client licenses for SecureAccess and ZTNA.

Section II: Cost Allocation

Public Safety Software costs will be allocated in one of the following three ways.

I. Based on Product Licenses Allocated to or Used by Each Agency

Costs are shared based on the number of licenses each agency uses.

- Absolute Secure Access
- Zero Trust Network Access Client Licensing (ZTNA)

II. Based on Percentage of Sworn Personnel

Costs are allocated based on each agency's share of total sworn personnel.

- Motorola P1 Records (Law Records Management System)
- Motorola PremierOne Mobile CAD
- Motorola Premier Mobile Data Computer (MDC)
- Fiber Connectivity to Douglas County Emergency Communications

Attachment A

III. Equal Cost Share Representative of Usage

Costs are equally divided between the agencies that use the system or service.

- Hosted Services to provide any of the above systems
- Hardware costs associated with any of the above systems
- Zoll Fire Records Management System
- ESO Electronic Health Record (EHR) and Patient Care Reporting (ePCR)

New systems or hosted service costs will be paid by the agency or by multiple agencies with an agreed upon cost allocation. The costs or cost allocation will be communicated to the Sarpy County Technology Services Department in writing so that it can be included in any budget considerations.

Section III: Budget / Expenditures

Sarpy County Technology Services will provide an annual budget for Public Safety Software. This budget will reflect any costs that are needed to maintain the systems listed in Section II and any other additional systems that have been approved.

The Budget for any Law Enforcement related costs, including any hosted services, and maintenance costs for connectivity (ex. SecureAccess) should be approved by the Law Records Management Governance Committee or via writing by each agency(s) Police Chief or designee.

The Budget for any Fire Agency should be approved/acknowledged via writing by each agency(s) Fire Chief or designee.

Section IV: Support

Sarpy County Technology Services will provide support for the systems and products listed in Section I via the I.T. Services Interlocal Agreement with each City. Support levels are defined in those interlocal agreements under Attachment A.

Attachment B

Public Safety Personnel and Software Counts

*As of June 2025

Agency Authorized Sworn Personnel		
Agency	Sworn	Agency %
Bellevue PD	114	35.63%
Papillion PD	49	15.31%
La Vista PD	47	14.69%
Sarpy County Sheriff	110	34.38%
Total	320	

Absolute SecureAccess Licenses		
Bellevue Fire	23	8.24%
Bellevue Police	121	43.37%
Papillion Fire	18	6.45%
Papillion Police	30	10.75%
La Vista Police	24	8.60%
Sarpy County	63	22.58%
TOTAL	279	

ZTNA Licenses		
Bellevue	170	34.00%
Papillion	60	12.00%
La Vista	70	14.00%
Sarpy County	200	40.00%
TOTAL	500	

Sarpy County Hosted Services Pricing (Monthly)		
Item	Unit	Cost
CPU (Processor)	Core	\$25.00
Memory	GB	\$3.00
Storage	GB	\$0.30
Bandwidth	Fiber	\$100.00
Backups	GB	\$0.25

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA**

Subject:	Type:	Submitted By:
APPROVE CONTRACT – COUNCIL CHAMBERS TECHNOLOGY UPDATE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared authorizing the execution of a contract with Theatrical Media Services (TMS) for professional services to update the technology of the Harold "Andy" Anderson Council Chambers in an amount not to exceed \$150,500.

FISCAL IMPACT

The FY26 General Fund Budget provides funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

The technology used in the council chambers has not been updated since February 17, 2015. A committee has gathered feedback regarding the shortcomings of the current technology and has proposed necessary improvements. The existing system is not reliable, and we continue to experience periodic software and hardware failures.

The committee conducted a search for potential vendors to meet the City's needs. Some of the current equipment can be integrated with a new system, which will help reduce costs. As a result, the committee identified a sole-source vendor that meets all the necessary requirements and has the compatible technical equipment and accessories for purchase, as stipulated in the City Council's purchasing policy. This vendor is Televic, which has partnered with TMS to sell and install their systems in the Omaha area.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF A CONTRACT WITH THEATRICAL MEDIA SERVICES FOR PROFESSIONAL SERVICES TO UPDATE THE TECHNOLOGY OF THE HAROLD "ANDY" ANDERSON COUNCIL CHAMBERS IN AN AMOUNT NOT TO EXCEED \$150,500.00.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that the updating of the technology in the Harold "Andy" Anderson Council Chambers is necessary; and

WHEREAS, the FY256 Lottery Fund Budget provides funding for the proposed project; and

WHEREAS, Theatrical Media Services (TMS) is the sole-source bidder; 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 expenditure over \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista, Nebraska, hereby approves the execution of a contract with Theatrical Media Services (TMS) for professional services to update the technology of the Harold "Andy" Anderson Council Chambers in an amount not to exceed \$150,500.00.

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



TMS

Theatrical Media Services, Inc.

Production Integration

Proposal To:

City Of La Vista

For:

Voting AV system Upgrade

August 21, 2025



Theatrical Media Services, Inc.

PROJECT SUMMARY

SYSTEMS

		TOTAL
SYSTEM A		\$150,411.38
	SYSTEMS TOTAL	\$150,411.38
	PROJECT TOTAL	\$150,411.38

SHIPPING, TAXES AND OTHER FACTORS MAY NOT BE REPRESENTED HERE AND WILL APPEAR ON THE ACCEPTANCE PAGE



Theatrical Media Services, Inc.

COUNCIL CHAMBERS

SYSTEM A

IMAGE	QTY	DESCRIPTION
	1	Biamp Systems Impera Tango Touch panel controller
	1	Biamp Systems Apprimo Touch 10 10" touch panel, black
	1	Biamp Systems Apprimo TP-TS Table Stand For 10" Touch Panels
	1	Biamp Systems ALC-404D Amplified Loudspeaker Controller - 4 Channels X 400W + DSP Dante
	1	Audio-Technica ATC-DFINW Audio Technica DFINW RF Venue Diversity Fin™ Antenna (install...)
	1	Audio-Technica ATC-DISTRO4 Audio Technica DISTRO4 RF Venue Antenna Distribution System
	3	Audio-Technica ATW-3212/C510EE1 3000 SER HH SYS W/C510 CAP 530-590 MHZ
	1	Audio-Technica ATW-T3201AEE1 3000 SERIES BP TX ONLY 530-590 MHZ
	1	Audio-Technica BP892XCH-TH OMNI EARSET W/DETACH CABLE, CH CONN; BGE (cH-style scre..
	1	RDL RU-ADA4D Audio Distribution Amplifier - Balanced/Unbalanced - 2x4, 1x8
	11	TUTU TN22FHD TV- 22" LED 1080P
	4	Samsung UN85DU6950FXZA TV-85" LED 4k UHD Smart TV
	3	ASUS VZ22EHE Monitor- TV 22"
	4	Peerless-AV ST670 Mount-Security SmartMount® Universal Tilt Mount For 46" to 90" TV's
	1	Televic Conference Plixus AE-R + Dante The Plixus Audio Engine with recording capabilities i...
	1	Televic Conference Plixus NEXT The Plixus Network Extender is a device used to increase the..



Theatrical Media Services, Inc.

IMAGE	QTY	DESCRIPTION
	1	Televic Conference Plixis NEXT PS Power supply for Plixis NEXT Device where larger Plixis P..
	13	Televic Conference Confidea FLEX Mike The Confidea FLEX is a touch enabled tabletop confe..
	13	Televic Conference Mike PLM401F GSM immune gooseneck microphone of 40 cm with push...
	1	Televic Conference T-CAM package CM70 Camera tracking solution compatible with Plixis, C..
	2	Televic Conference IP Cam Wall & Ceiling Mount Generic wall & ceiling mount for IP-CAM
	13	Televic Conference L-VT License to activate voting functionality on Confidea FLEX and Conf...
	1	Televic Conference CoCon Meeting Suite CoCon Meeting Suite Combined bundle containing...
	1	Televic Conference CoCon Audio Routing Software- This license allows the user to configure...
	1	Televic Conference CoCon Import/Export This module provides additional functionality to i...
	1	Televic Conference Online Project Review Complimentary 1hr online project review by a Tel...
	1	Televic Conference TTC Onsite ****3 WEEKS NOTICE IS REQUIRED TO SCHEDULE ONSITE TRAI.
	1	Televic Conference -1 TTC Onsite 2nd Day ****3 WEEKS NOTICE IS REQUIRED TO SCHEDULE O.
	1	Televic Conference Service Level Agreement (SLA) 1-Year Service Level Agreement. -Unlimite...
	1	Araknis Networks AN-220-SW-R-16-POE Araknis Networks® 220 Series Websmart Gigabit Swi..
	1	Blackmagic Design BMDCONVCMICH3GW Blackmagic Design CONVCMIC/HS03G/WPSU Micr..
	1	AVPro Edge AC-MXNET-CBOX-HA Control Box for all MXNET Systems



Theatrical Media Services, Inc.



Theatrical Media Services, Inc.

IMAGE

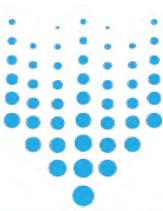
QTY DESCRIPTION



1 Miller Electric LBR-OS-MILLER ELECTRIC Labor- Outside Service

SYSTEM A TOTAL \$150,411.38

COUNCIL CHAMBERS TOTAL \$150,411.38



Theatrical Media Services, Inc.

TERMS & CONDITIONS

1. PRICING

Proposal is only valid if accepted in writing by City Of La Vista and deposit received no later than August 24, 2025. Proposal is valid for thirty days (30) from the date of this document.

A fifty percent (50%) deposit is required at the time of acceptance. At substantial completion, the next forty percent (40%) will be invoiced. The remaining ten percent (10%) will be invoiced at commissioning.

2. CANCELLATION POLICY

Written notice is required for cancellation. City Of La Vista agrees to reimburse Theatrical Media Services, Inc. for all incurred costs, including labor, shipping, and restocking fees.

3. CHANGE ORDERS

City Of La Vista agrees that any changes, additions, and/or deletions from the materials and labor accepted in this proposal will be made in writing as a change order. All change orders must be signed by City Of La Vista and Theatrical Media Services, Inc..

4. SALES TAX

City Of La Vista agrees to pay Theatrical Media Services, Inc. any taxes or additional costs arising from any federal, state, or local tax laws. The sales tax (if any) that is applied to this proposal is an estimate and can be changed at invoicing according to the governing body(s) in which the jobs resides OR where City Of La Vista takes possession of the equipment.

4. DUTIES AND TARIFFS

This quote does not include duties and tariffs that may be imposed on imported goods. Furthermore, the Customer's liability for such duties and tariffs shall extend beyond the delivery date and shall remain enforceable post-delivery.

5. WARRANTY

Theatrical Media Services, Inc. guarantees that all labor performed during the installation/service will be free from defects in workmanship for a period of one (1) year from the date of substantial completion.

All material, equipment, or other special warranties shall be issued in the name of, or shall be transferable to, City Of La Vista. The warranty excludes remedy for damage or defects caused by abuse, alterations to the installation/service not provided by Theatrical Media Services, Inc., improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. City Of La Vista is financially responsible for all shipping to and from manufacturer for warranty repairs.



Theatrical Media Services, Inc.

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

Payment Schedule : Project-Based Milestones

- **50% Deposit at Acceptance:** A deposit of fifty percent (50%) of the total project cost is required at the time you accept our proposal. This initiates the project.
- **40% at Substantial Completion:** The next forty percent (40%) of the project cost will be invoiced once we reach **substantial completion**. This means the primary work is largely finished and the project is nearing readiness for its final stages.
- **10% at Commissioning:** The final ten percent (10%) of the total project cost will be invoiced upon **commissioning**. This marks the successful completion, testing, and handover of the project.

EQUIPMENT TOTAL	\$109,478.88
SUBTOTAL	\$150,411.38
TOTAL SALES TAX	\$0.00
PROJECT TOTAL	\$150,411.38

TERMS

1.5% INTEREST WILL BE ASSESSED ON ALL ACCOUNTS PAST THEIR TERMS PLUS ANY COLLECTION FEES INCURRED

For your convenience, we accept the following methods of payment:

Visa, MasterCard, Discover, American Express, Check, Cash

A 3% processing fee is assessed on all Credit Card transactions with a total of \$500.00 or more.

City Of La Vista accepts and authorizes Theatrical Media Services, Inc. to proceed with this proposal as described.

ACCEPTANCE

CITY OF LA VISTA

SIGNED

DATE

PRINT NAME

TITLE

THEATRICAL MEDIA SERVICES, INC.

SIGNED

DATE

PRINT NAME

TITLE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE MFO PURCHASE – 1 MEDIC UNIT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROBB GOTTSCH FIRE CHIEF

SYNOPSIS

A resolution has been prepared to authorize the MFO to purchase one (1) Medic Unit to replace unit (M1) in the amount of \$459,843.

FISCAL IMPACT

The MFO's FY26 budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

In accordance with the MFO's Apparatus Replacement Plan, Medic Unit (M1) is scheduled for replacement in FY26. The MFO will be paying for the purchase of the ambulance. The City's portion is included in our monthly fee to the MFO.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PAPILLION FIRE PROTECTION MUTUAL FINANCE ORGANIZATION'S PURCHASE OF ONE (1) OSAGE AMBULANCE J3638 IN THE AMOUNT OF \$459,843.

WHEREAS, the City of La Vista, the City of Papillion, and the Papillion Rural Fire Protection District, all of Sarpy County Nebraska (collectively, the "Participants"), entered into an Interlocal Cooperation Agreement effective on October 1, 2013, to set forth the rights and responsibilities of the Participants in creating a single fire department and emergency medical service ("EMS") for the entire geographic area encompassed within their respective boundaries as said boundaries might be adjusted from time to time, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq. (the "Fire Interlocal Agreement); and

WHEREAS, as part of such Fire Interlocal Agreement, the Participants created a mutual finance organization, known as the Papillion Fire Protection Mutual Finance Organization ("MFO"), as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201 et. Seq., naming the Papillion Finance Director as the MFO Fiscal Agent ("Fiscal Agent") to coordinate all financial matters contemplated by the Fire Interlocal Agreement; and

WHEREAS, any budgeted or nonbudgeted expenditure, or series of related expenditures, by purchase, lease or any other method totaling \$50,000 or more of which the related costs or expenses are to be allocable among and shared by the Participants shall be subject to prior approval of the governing body of each Party of the Fire Interlocal Agreement; and

WHEREAS, the MFO has determined that the purchase of one (1) Osage ambulance J3638 is necessary; and

WHEREAS, the MFO'S FY26 budget provides funding for the proposed purchase;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Papillion Fire Protection Mutual Finance Organization's purchase of one (1) Osage ambulance J3638 in the amount of \$459,843.

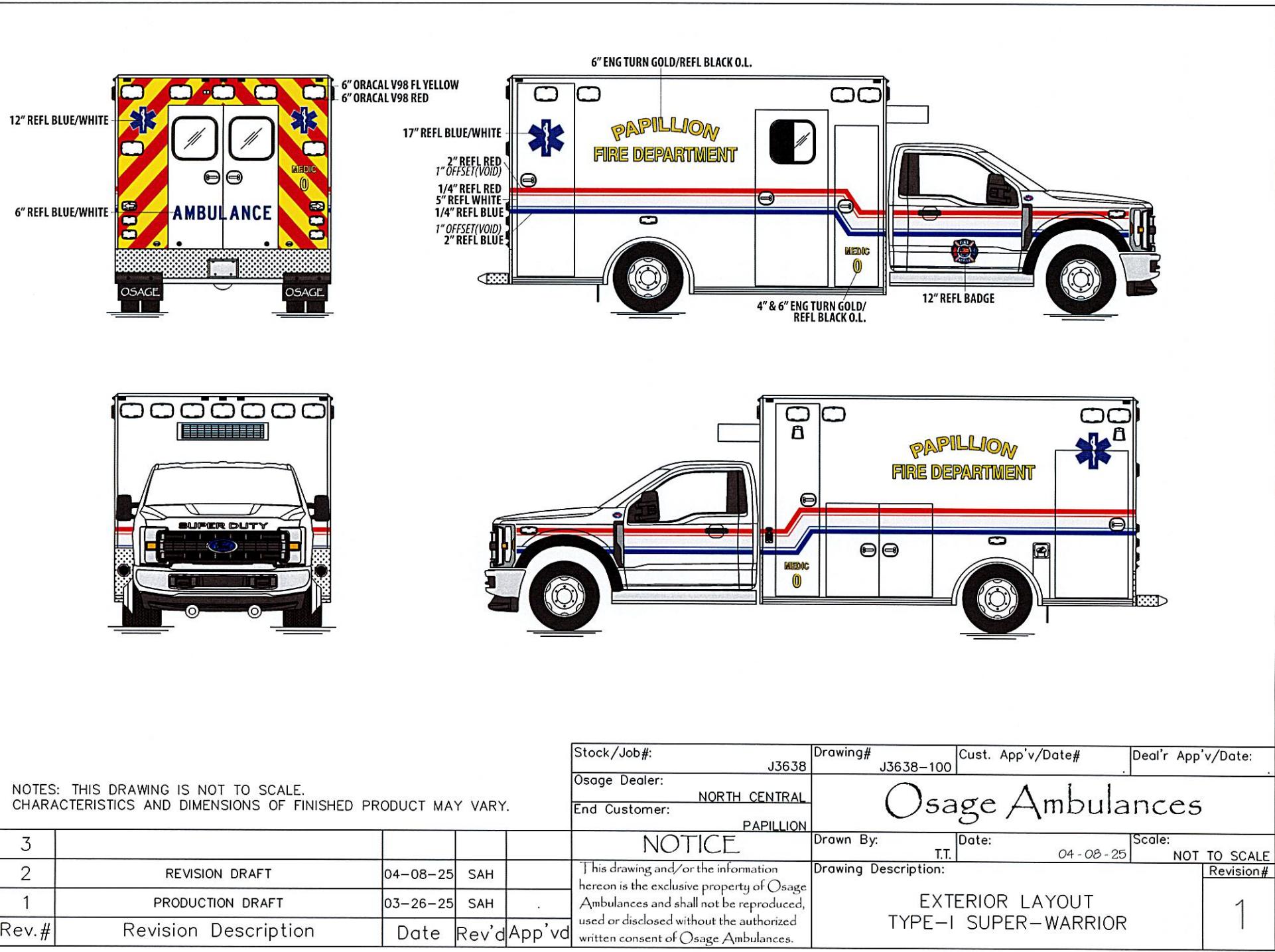
PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk





A d/b/a of Jerry's Transmission Service Inc.
3800 W. Cavalry Court, Lincoln, NE 68528
(402) 512-9925
www.ncambulance.com

Purchase Agreement

Sign in ink in the space provided below. Unsigned contracts will be considered incomplete and will not be valid.

IT IS AGREED BY THE UNDERSIGNED BIDDER AND PURCHASER THAT THE SIGNING AND DELIVERY OF THIS CONTRACT REPRESENTS THE BIDDER'S AND PURCHASER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE BID PROPOSAL AS SUBMITTED TO THE PURCHASER.

Any change requested by Purchaser to the Order Specification (a "**Change Request**") must be approved by Company within the Quote/Order System. Approval of a Change Request is subject to the nature of the change, timing and availability of materials/labor, the disruption such change may have on Company's operations, and an equitable change to the Purchase Price. Company may, from time to time, make changes to the Order Specification without the consent of Purchaser provided that such changes do not materially affect the form or function of the Product.

Material furnished by the Purchaser for installation in the Product by Company (herein the "**Customer Supplied Parts**") must (i) be of new product (ii) be delivered to Company with complete installation instructions (iii) be delivered to Company by the date specified by Company and (iv) be individually identified/marked and accompanied by the Customer Supplied Parts equipment checklist when shipped to Company. Customer Supplied Parts not received timely will be deleted from the order. Company shall not be held responsible Customer Supplied Parts material quality, nor operational performance in any way and Purchaser hereby agrees to indemnify and hold harmless Company and its successors and assignees from all liabilities, obligations, costs, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Company and arising out of or relating to any Customer Supplied Parts furnished by the Purchaser.

The price for the Product ("**Purchase Price**") shall be as reflected in and agreed to by the parties in the Purchase Agreement. Unless otherwise specified in the Purchase Agreement:

- (a) the portion of the Purchase Price attributable to the selected OEM chassis may differ from any estimate/quote provided to Purchaser by Company prior to Company's final receipt of the OEM's invoice. Purchaser is responsible for any increase in the OEM chassis price including any change in OEM discounts or incentives.

If transportation charges are included in the Purchase Price, any changes in transportation charges shall be born by

Purchaser. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. All prices are quoted, and all amounts are payable in U.S. Dollars. If any tax, public charge, tariff duty, or increase in such taxes or tariffs is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company to Purchaser or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Purchaser.

Quoted lead times and delivery expectations by Company are approximate and are based upon market and production conditions at the time of Purchaser's order for Product from Company. Purchaser agrees that Company shall not be liable for any delay in or failure to have the Product available for shipment in accordance with quoted lead times if such delay or failure is due to Force Majeure, delays from the chassis OEM, changes to Order Specifications, or any other circumstances or cause beyond Company's control. Quoted lead times and delivery expectations are not guaranteed unless specified in writing and executed by Company ("**Liquidated Damages Agreement**") attached hereto and incorporated by reference in the Purchase Agreement. Quoted lead times will be extended for approved change orders, delays from the chassis OEM and Force Majeure.

FORCE MAJEURE "Company shall not be liable or responsible to Purchaser, or be deemed to have defaulted or breached these Standard Terms and Conditions, for any failure or delay in fulfilling or performing any of these Standard Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic/pandemic, telecommunication breakdown, power outage, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining chassis from an original equipment manufacturer or other supplies of adequate or suitable components or materials at reasonable prices."

Unless otherwise agreed to in writing, upon completion of production and quality inspection by Company and the Product is declared ready for delivery, an invoice will be promptly generated by Company and forwarded to the Purchaser with a copy provided to Company's third-party credit partner.



A d/b/a of Jerry's Transmission Service Inc.
3800 W. Cavalry Court, Lincoln, NE 68528
(402) 512-9925
www.ncambulance.com

Name of Bidder: North Central Ambulance Sales and Service
Address: 3800 W. Cavalry Court
Lincoln, NE 68528
Phone Number: (402) 650-4616

Signature: A handwritten signature in black ink, appearing to read "Grant Anderson".

Name: Grant Anderson
Title: Account Manager
Date: April 29, 2025

Contract for: One (1) Osage Ambulance, Super Warrior, J3638 per proposed specifications. Agreement includes added dealer-supplied options from Stryker.

Bid Price: \$459,843.00

Purchasing organization: Papillion Fire Department
Address: 10727 Chandler Road
Papillion, NE 68128

Signature: _____

Title:

Date this contract is signed: _____
(Must be signed by an officer of the purchaser.)