

**LA VISTA CITY COUNCIL MEETING AGENDA**

**October 21, 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**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the October 7, 2025 City Council Meeting**
3. **Monthly Financial Reports – September 2025**
4. **Request for Payment – Brian Smiles – Professional Services – Urban Watershed Awareness – \$750.00**
5. **Approval of Claims**

- **Reports from City Administrator and Department Heads**
- **Presentation – American Public Works Association Accreditation**

**B. Special Assessment**

1. **Public Hearing**
2. **Resolution**

**C. Special Assessment**

1. **Public Hearing**
2. **Resolution**

**D. One and Six Year Street Improvement Plan**

1. **Public Hearing**
2. **Resolution – Approve One and Six Year Street Improvement Plan**
3. **Resolution – Authorize Municipal Annual Certification of Program Compliance**

**E. Ordinance – Amend Police Retirement Plan**

**F. Ordinance – Amend Master Fee Ordinance – Second Reading**

**G. Resolution – Award Contract Extension – On-Call City Wide Concrete Paving Repairs**

**H. Resolution – Professional Services Agreement – Pool Construction Design**

**I. Resolution – Change Order No. 1 – Reflections Plaza**

**J. Resolution – Authorize Contract Amendment – Purchase of Taser Equipment**

**K. Resolution – Authorize Purchase – In-Car Video Camera Systems**

**L. East La Vista Sewer & Pavement Rehabilitation**

1. **Resolution – Change Order No. 2**
2. **Request for Payment – NL & L – Professional Services – \$497,000.72**

**M. Comments from the Floor**

**N. Comments from Mayor and Council**

**O. Adjournment**

The public is welcome and encouraged to attend all meetings. If special accommodations are required, please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to three minutes. We ask for your cooperation in order to provide for an organized meeting.

## LA VISTA CITY COUNCIL MEETING AGENDA

October 21, 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**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the October 7, 2025 City Council Meeting**
3. **Monthly Financial Reports – September 2025**
4. **Request for Payment – Brian Smiles – Professional Services – Urban Watershed Awareness – \$750.00**
5. **Approval of Claims**

- **Reports from City Administrator and Department Heads**
- **Presentation – American Public Works Association Accreditation**

**B. Special Assessment**

1. **Public Hearing**
2. **Resolution**

**C. Special Assessment**

1. **Public Hearing**
2. **Resolution**

**D. One and Six Year Street Improvement Plan**

1. **Public Hearing**
2. **Resolution – Approve One and Six Year Street Improvement Plan**
3. **Resolution – Authorize Municipal Annual Certification of Program Compliance**

**E. Ordinance – Amend Police Retirement Plan**

**F. Ordinance – Amend Master Fee Ordinance – Second Reading**

**G. Resolution – Award Contract Extension – On-Call City Wide Concrete Paving Repairs**

**H. Resolution – Professional Services Agreement – Pool Construction Design**

**I. Resolution – Change Order No. 1 – Reflections Plaza**

**J. Resolution – Authorize Contract Amendment – Purchase of Taser Equipment**

**K. Resolution – Authorize Purchase – In-Car Video Camera Systems**

**L. East La Vista Sewer & Pavement Rehabilitation**

1. **Resolution – Change Order No. 2**
2. **Request for Payment – NL & L – Professional Services – \$497,000.72**

**M. Comments from the Floor**

**N. Comments from Mayor and Council**

**O. Adjournment**

The public is welcome and encouraged to attend all meetings. If special accommodations are required, please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to three minutes. We ask for your cooperation in order to provide for an organized meeting.

# MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2/06196KV

A-2

## LA VISTA CITY COUNCIL MEETING October 7, 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 October 7, 2025. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas and Sell. Also in attendance were City Attorney McKeon, City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokomy, Chief of Police Schofield, Fire Chief Gottsch, Community Development Director Fountain, Library Director Barcal, Finance Director Harris, Human Resources Director Lowery, Recreation Director Buller and City Engineer Dowsie.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on September 24, 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.

### PROCLAMATION – COMMUNITY PLANNING MONTH

Mayor Kindig proclaimed the month of October 2025 as Community Planning Month.

### OATHS OF OFFICE - MAYOR'S YOUTH LEADERSHIP COUNCIL

Mayor Kindig administered the oath of office to the Youth Leadership Council Members: Maggie Novak, Annabelle Diehl, Harper Gerharter, Max Souza, Nate Souza, Chip Carnahan, Amelia Moore and Surina Burlington.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 16, 2025 CITY COUNCIL  
MEETING
3. REQUEST FOR PAYMENT – MACKIE CONSTRUCTION – CONSTRUCTION  
SERVICES – REFLECTION PLAZA – \$115,067.29
4. REQUEST FOR PAYMENT – MIKTOM, INC. – PROFESSIONAL SERVICES –  
PARKING LOT STRIPING – \$1,400.00
5. REQUEST FOR PAYMENT – ARTISTIC SIGN & DESIGN, INC –  
PROFESSIONAL SERVICES – WAYFINDING – \$7,500.00
6. REQUEST FOR PAYMENT – HGM ASSOCIATES INC. – PROFESSIONAL  
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –  
\$5,698.48
7. APPROVE MANAGER APPLICATION – CLASS D LIQUOR LICENSE –  
QUIKTRIP 577 – TAUSHA COSIMO
8. APPROVAL OF CLAIMS

I2 GROUP, services	6,075.00
911 CUSTOM, supplies	952.40
ABM, services	17,371.37
ACTION BATTERIES, maint	98.60
ACTIVE NETWORK, services	539.10
ADP, payroll & taxes	470,764.01
AKRS EQUIP, maint	2,226.44
ALL TRAFFIC SOL, maint	18,999.44
AM CONST SPLY, maint	699.99
AMAZON, supplies	9,187.45
AM LEGAL PUB, services	1,320.00
AM HERITAGE LIFE INS, benefits	314.56
ANTHONY PERSON, services	150.00
ARNOLD MOTOR, maint	1,304.03
BAKER & TAYLOR, books	102.64

# MINUTE RECORD

October 7, 2025

No. 729 — REDFIELD DIRECT E2106195KV

BARCO MUNI PROD, maint	218.67
BGNE, maint	559.32
BISHOP BUS EQUIP, services	472.60
BOBCAT, maint	2,723.08
BSN SPORTS, supplies	1,144.51
CELLEBRITE, services	27,000.00
CENTRAL SALT, supplies	15,488.34
CENTURY LINK/LUMEN, phones	357.16
CINTAS, apparel	540.75
CITY OF PAPILLION, services	311,109.24
COLONIAL LIFE, benefits	2,120.06
COLUMN SOFTWARE, services	382.36
CONCRETE SPLY, maint	6,028.63
CONVERGINT TECH, services	10,375.13
CORE BANK, services	358,349.62
CORNHUSKER SIGN, services	2,148.14
COX, phones	467.15
CPI TELECOM, phones	1,239.35
D & K PRODUCTS, services	2,410.90
DAIGLE LAW GRP, services	4,720.00
DASH MED GLOVES, supplies	126.00
DATASHIELD, services	20.00
DEARBORN NAT'L LIFE INS, benefits	8,655.79
DEMCO, supplies	193.91
DONALD LABRIE, services	300.00
DOUG CO SHERIFF, services	275.00
DULTMEIER, bldg & gmnds	69.30
DUMMIES UNLIMITED, supplies	2,580.00
EDGEWEAR SCREEN PRINT, services	3,867.00
EYMAN PLUMBING, bldg & gmnds	12,532.32
FACTORY MOTOR PARTS, maint	878.94
FERGUSON US, bldg & gmnds	459.00
FIKES COMM HYGIENE, supplies	90.00
FIRST RES OUTFITTERS, apparel	137.19
FOAM DADDY, events	1,440.00
FOG DATA SCIENCE, events	5,250.00
FOP, dues	2,225.00
GALE, books	390.61
GALLS, maint	123.35
GREAT PLAINS COMM, phones	1,087.79
GREAT PLAINS UNIFORMS, apparel	2,383.87
GREATAM FIN, services	3,273.15
GREGG YOUNG CHEV, equip	103,298.63
HANEY SHOE, apparel	329.98
HARM'S CONCRETE, maint	159.93
HEARTLAND NATL GAS, utilities	453.53
INGRAM LIBRARY SRVS, books	3,436.03
INLAND TRUCK, maint	514.40
J & J SMALL ENGINE, maint	67.19
JEFFREY MOORE, events	1,000.00
JONES AUTOMOTIVE, supplies	11,922.29
JOSTENS, services	200.00
J-TECH CONST, bldg & gmnds	9,000.00
KENNETH J JANAK, events	1,200.00
KIESLER POLICE SPLY, supplies	920.04
KIMBALL MIDWEST, supplies	111.90
KISSEL KOHOUT ES ASSOC, services	11,127.92
KRIHA FLUID PWR, maint	481.80
LV COMM FOUNDATION, benefits	330.00
LARSEN SPLY, supplies	1,668.36
LEAGUE OF NE MUNI, trning	426.00

# MINUTE RECORD

LINCOLN NAT'L LIFE, benefits	8,118.29
LOGAN CONTR, maint	497.96
LOGO LOGIX, apparel	439.00
LOWE'S, supplies	11.97
MARCO, services	165.77
MENARDS, supplies	0.00
MERRYMAKERS, services	1,500.00
METLIFE, benefits	1,166.14
METRO AREA TRANSIT, services	1,763.00
METRO COMM COLLEGE, services	32,745.07
MUD, utilities	26,871.23
MGX EQUIP, services	5,436.51
MICHAEL TODD CO, maint	1,475.93
MIDWEST TAPE, media	26.24
MISSIONSQUARE RETIRE, benefits	97,925.32
MNJ TECH, services	2,920.00
MSC INDUST'L, maint	127.59
NE BANK, services	114,407.53
NE DEPT OF REVENUE, sales tax	91.74
NE/IA DOOR, maint	374.75
NE LIBRARY ASSN, dues	30.00
NORM'S DOOR, maint	411.10
OFFICE DEPOT, supplies	2,238.60
OLSSON, services	1,800.00
OPPD, utilities	59,534.47
OMAHA TACTICAL, supplies	502.00
OMNI ENG, maint	2,540.05
O'REILLY, supplies	1,943.81
PEN-LINK, services	5,416.28
PETTY CASH, supplies	1,060.37
PITNEY BOWES, postage	971.00
POINT C HEALTH, benefits	2,935.98
POLICE/FIREMEN'S INS, benefits	293.13
POMP'S TIRE, maint	1,675.88
PORT-A-JOHNS, services	640.00
PORTER LEE CORP, supplies	285.47
PRINTCO, supplies	1,048.57
RAINBOW GLASS, maint	487.00
RDG, services	1,486.25
REACH SPORTS MRKT GRP, services	1,239.00
REF'S SPORTS BAR/GRILL, services	211.00
REGAL AWARDS, services	452.00
REVOLUTION WRAPS, services	11,416.46
S5 CREATIVE, services	1,500.00
SAMANTHA GENTRY, services	180.00
SARPY COUNTY, services	22,836.00
SECURITY EQUIP, bldg & grnds	5,302.20
SHERWIN-WILLIAMS, maint	258.32
SHI INTERNAT'L, services	1,713.66
SIGN IT, services	2,764.20
SPENCER MGMT, maint	310,418.50
STAGEPAY SRVS, events	3,016.44
STREICHER'S, supplies	8,570.10
SYMBOL ARTS, supplies	6,975.50
SYNCQUIP, bldg & grnds	49,539.00
THE CHICAGO INVASION, events	1,600.00
THE COLONIAL PRESS, services	158.01
THE FILTER SHOP, maint	497.70
THE SCHEMMER ASSOC, services	763.75
THE WALDINGER CORP, bldg & grnds	962.50
TD2, services	4,390.20

# MINUTE RECORD

TIM BRECHBILL, events	1,600.00
TRUCK CENTER, services	2,069.04
TURN-KEY MOBILE, equip	70,603.00
U.S. CELLULAR, phones	936.58
UMRINC, benefits	95,442.28
UPS, services	14.09
UNMC, services	680.49
US BANK, supplies	37,504.16
V & V MFG, supplies	347.85
VERIZON, phones	479.99
WESTLAKE HARDWARE, supplies	20.98
WHITE CAP, maint	47.17
WINSUPPLY, bldg & grnds	45.58

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris reported on the updates to the consent agenda.

Recreation Director Buller reported that the basketball courts will be closed October 10 – October 12 for re-coating.

Library Director Barcal reported on the joint venture with other public libraries in Sarpy County that will be held at Papillion Landing featuring guest speaker, Karen Land in November.

Community Development Director Fountain congratulated Cale Broderson on his promotion to Senior Planner; intern (volunteer), Ella Clarke is coming in to assist at Community Development; Rock the Block is scheduled for October 18; City Centre hotel is getting close to finalizing their permit; Shadow Ridge Apartments decks in progress.

Papillion Fire Chief Gottsch gave an update on the open house held on October 5 at station 4.

Chief of Police Schofield reported on hosting Northwest University's Police Supervision School; Promotional processes will be held on Thursday, October 9 and Friday, October 10; Faith in Blue community engagement event being held at Beautiful Savior Church on October 11; In car camera installation will begin next week at the Police Department; Back the Boo event will happen at the Police Department on October 27 from 5:30pm – 7:30pm.

Council had questions about the MUD projects; City Engineer Dowse gave an update on where the projects are; will start meeting weekly.

Mayor Kindig requested that any updates be put on the website.

## PRESENTATION – LA VISTA COMMUNITY FOUNDATION

Board President Quinn Texmo and Board Vice President Mark Batt reported on fundraising, grants; will begin a capital campaign for Reflection Plaza.

## B. SETTING THE PROPERTY TAX LEVY FOR FY26

### 1. PUBLIC HEARING

At 6:31 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on Setting the Property Tax Levy for FY26.

# MINUTE RECORD

October 7, 2025

No. 729 — REDFIELD DIRECT E2106195KV

At 6:32 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

## **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-121 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA SETTING THE CITY'S PROPERTY TAX REQUEST FOR THE FISCAL YEAR 2025-2026.

WHEREAS, Nebraska Revised Statutes (NRS) provide that, after a joint public hearing is held in which the City participates and notice of such hearing is provided in compliance with NRS subsection 77-1633(3), the Governing Body of the City of La Vista may pass a resolution in compliance with NRS subsection NRS 77-1633(4) setting the City's property tax request including an increase in excess of the allowable growth percentage; and

WHEREAS, notice was provided, and the joint public hearing was held in which the City participated in accordance with NRS section 77-1633.

NOW THEREFORE, the Governing Body of the City of La Vista, resolves that:

1. The 2025 – 2026 property tax request be set at \$13,562,756.00.
2. The total assessed value of property differs from last year's total assessed value by 4.5%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.5169 per \$100 of assessed value.
4. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$.54 per \$100 of assessed value; and
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will exceed last year's by 9.6%.
6. A copy of this resolution, with the record vote of the Governing Body in passing it included below, be certified and forwarded to the Sarpy County Clerk on or before October 15, 2025.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City council of the City of La Vista Nebraska that the property tax to be distributed as follows:  
**General Fund - \$12,558,108.00 (\$0.50 per \$100 of assessed valuation)**

**Bond Fund - \$1,004,648.00 (\$0.04 per \$100 of assessed valuation)**  
A copy of this resolution and other required documents shall be certified and forwarded to the County Clerk and as otherwise required in accordance with applicable law.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record below the record vote of the Governing Body in passing this Resolution, which record vote shall be incorporated into this Resolution by reference.

Seconded by Councilmember Sell. There was discussion regarding the status of the application. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

## **C. SPECIAL ASSESSMENT**

### **1. PUBLIC HEARING**

At 6:32 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Special Assessment.

At 6:33 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan,

# MINUTE RECORD

Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

## **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-122 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  
7710 Greenleaf Drive \$250.00  
were notified that the property needed to be mowed, trimmed and trees removed, as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

WHEREAS, the property owner of said address chose not to mow, trim and remove trees 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 and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

## **D. SPECIAL ASSESSMENT**

### **1. PUBLIC HEARING**

At 6:33 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Special Assessment.

At 6:34 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

## **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-123 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  
14003 Barretts Drive \$300.00  
were notified that the property needed to be mowed and trimmed, as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

# MINUTE RECORD

WHEREAS, the property owner of said address chose not to mow and trim 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 and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

## **E. CONDITIONAL USE PERMIT – CONTRACTOR SOLUTIONS OF NEBRASKA, LLC – EQUIPMENT RENTAL & OUTDOOR STORAGE**

### **1. PUBLIC HEARING**

At 6:35 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Conditional Use Permit – Contractor Solutions of Nebraska LLC – Equipment Rental & Outdoor Storage.

At 6:35 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

### **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-124 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 CONTRACTOR SOLUTIONS OF NEBRASKA, LLC TO ALLOW FOR THE OPERATION OF AN EQUIPMENT RENTAL FACILITY WITH OUTDOOR STORAGE ON LOT 8 CROSSROADS ADDITION AND TAX LOT 10B EX ROW 21-14-12.

WHEREAS, Contractor Solutions of Nebraska, LLC has applied for a Conditional Use Permit to allow for the operation of an equipment rental facility with outdoor storage on Lot 8 Crossroads Addition and Tax Lot 10B EX ROW 21-14-12; 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 Contractor Solutions of Nebraska, LLC to allow for the operation of an equipment rental facility with outdoor storage on Lot 8 Crossroads Addition and Tax Lot 10B EX ROW 21-14-12.

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

# MINUTE RECORD

## F. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Thomas introduced Ordinance No. 1559 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1553, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sell made a motion to approve Ordinance No. 1559 on its first reading and pass it on to a second reading. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

## G. RESOLUTION – APPROVAL OF MEMORANDUM OF UNDERSTANDING SARPY COUNTY FORCE INVESTIGATION TEAM

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-125 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE RENEWAL OF A MEMORANDUM OF UNDERSTANDING FOR THE SARPY COUNTY FORCE INVESTIGATION TEAM.

WHEREAS, the La Vista, Bellevue, Papillion Police Departments and the Sarpy County Sheriff's Office seek to increase expertise and transparency in use of force investigations.

WHEREAS, the City of La Vista recognizes the need for a multi-agency response and independent investigations in certain incidents involving a law enforcement officer's use of force.

WHEREAS, the City of La Vista desires to be a member of the Sarpy County Force Investigation Team "SCFIT" for the purpose of carrying out said investigations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute the renewal of a Memorandum of Understanding with the City of Bellevue, the City of Papillion and Sarpy County for the Sarpy County Force Investigation Team.

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

## H. DISCUSSION – PROPOSED AMENDMENTS TO THE SOUTHPORT WEST DESIGN GUIDELINES

Deputy Community Development Director Solberg gave background for review of design guidelines in Southport West.

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

## COMMENTS FROM THE FLOOR

Martin Ware 7311 Lillian Avenue commented on the condition of Apollo Park; Ashley Erickson asked if Golf Cars were approved in the city and what the restrictions are.

# MINUTE RECORD

October 7, 2025

No. 729 -- REDFIELD DIRECT E2106195KV

## I. EXECUTIVE SESSION – LITIGATION

At 7:00 p.m. Councilmember Sell made a motion to go into executive session for protection of the public interest for litigation. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:05 p.m. the Council came out of executive session. Councilmember Frederick made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

## COMMENTS FROM THE MAYOR AND COUNCIL

There was a request for Chris Erickson to give updates; Oktoberfest was great; Legislation turned in – update coming.

At 7:08 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Wetuski. Motion carried.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

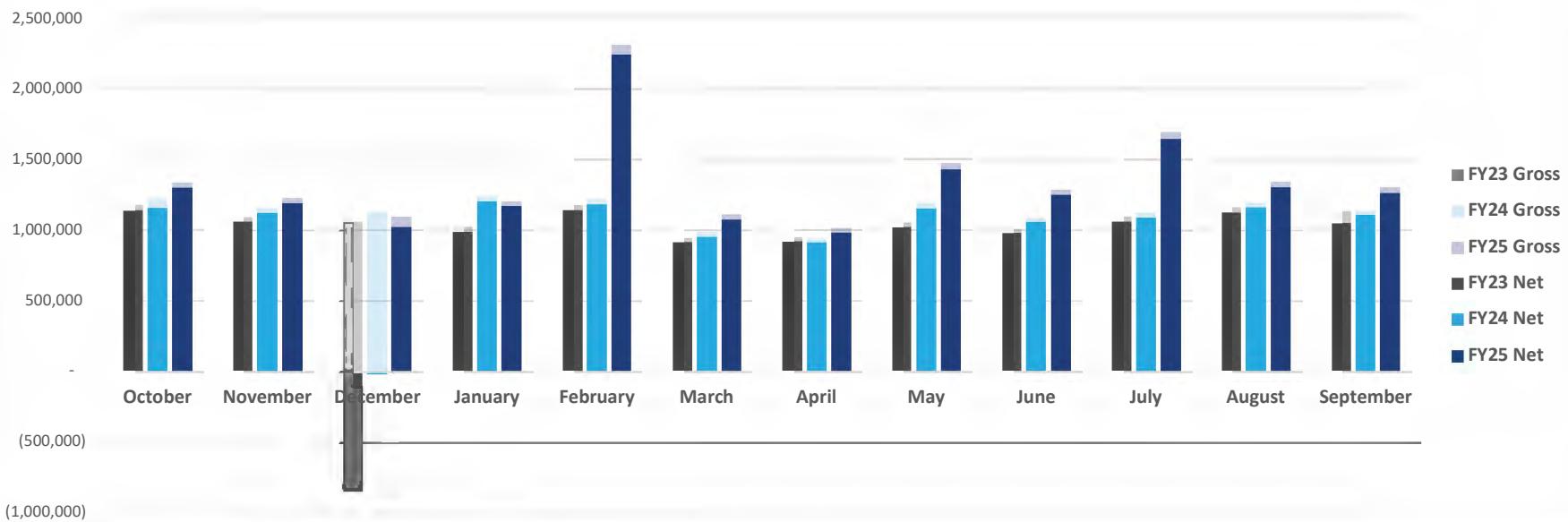
CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Patti Anderson, CMC  
Deputy 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	1,343,405	1,123,754	1,160,289	1,303,103
July	September	1,133,236	1,137,341	1,297,721	1,045,798	1,103,167	1,257,455
<b>FY Total</b>		<b>12,852,123</b>	<b>13,616,393</b>	<b>16,363,464</b>	<b>10,538,161</b>	<b>12,050,836</b>	<b>15,823,135</b>
		<b>Budget</b>	<b>14,014,538</b>		<b>Budget</b>	<b>12,139,103</b>	

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

Papillion/LaVista Urban Watershed Awareness  
Provided by Brian Smiles 401 (c)(3)

Please remit to:  
Kent Day at Brian Smiles  
4705 N. 80<sup>th</sup> St.  
Omaha, NE 68134  
(402) 990 8489

Invoice date: 9/30

Invoice number: 14

City: LaVista

Dylan Anderson

City of LaVista

[danderson@cityoflavista.org](mailto:danderson@cityoflavista.org)

Jeff Calentine

City of LaVista

[jcalentine@cityoflavista.org](mailto:jcalentine@cityoflavista.org)

Alex Evans

City of Papillion

[aevans@papillion.org](mailto:aevans@papillion.org)

Quantity	Description	Amount
9/6/WO'W	World O' Water tabling supplies	200.00
	Transportation (WO'W, brochure distribution, meetings)	100.00
	Office supplies	200.00
	Web hosting	150.00
	Printing	100.00
<b>Total</b>		<b>\$750.00</b>

Kent Day  
(Signing for Brian Smiles)

9/30/25  
(date)

Dylan Anderson  
(Signing for City of LaVista)

10/06/25  
(date)

OK to Pay  
10/14/25  
02.43.0505.006  
D. Anderson

## ACCOUNTS PAYABLE CHECK REGISTER

A-5

Check #	Check Date	Vendor Name	Amount	Voided
17	10/21/2025	UMR INC	75258.45	N
18	10/21/2025	UMR INC	87444.54	N
22	10/21/2025	POINT C HEALTH	3520.84	N
46	10/21/2025	MARCO INCORPORATED	.00	N
47	10/21/2025	MENARDS-RALSTON	.00	N
145985	10/08/2025	PAPILLION SANITATION	721.16	N
145986	10/08/2025	MIKTOM, INC	1400.00	N
145987	10/08/2025	HGM ASSOCIATES, INC.	5698.48	N
145988	10/08/2025	MACKIE CONSTRUCTION	115067.29	N
145989	10/08/2025	ARTISTIC SIGN & DESIGN	7500.00	N
145990	10/21/2025	1 EYED JACKS LLC	150.00	N
145991	10/21/2025	3CMA MEMBERSHIP	800.00	N
145992	10/21/2025	AA WHEEL & TRUCK SUPPLY INC	10.78	N
145993	10/21/2025	ABE'S TRASH SERVICE	144.00	N
145994	10/21/2025	AKRS EQUIPMENT SOLUTIONS, INC.	997.54	N
145995	10/21/2025	AMAZON CAPITAL SERVICES, INC.	1391.12	N
145996	10/21/2025	ARNOLD MOTOR SUPPLY	3671.01	N
145997	10/21/2025	BENNETT REFRIGERATION INC	4999.99	N
145998	10/21/2025	BIG RED LOCKSMITHS	12.00	N
145999	10/21/2025	BRILLIANT ENTERPRISES LLC	943.00	N
146000	10/21/2025	BRITE IDEAS DECORATING	4774.25	N
146001	10/21/2025	BS&A SOFTWARE	300.00	N
146002	10/21/2025	BSN SPORTS LLC	1630.99	N
146003	10/21/2025	CARAHSOFT TECHNOLOGY CORPORATION	390.33	N
146004	10/21/2025	CENTER POINT, INC.	246.90	N
146005	10/21/2025	CENTRAL SALT LLC	1492.90	N
146006	10/21/2025	CHRISTINE R LOWERY	300.00	N
146007	10/21/2025	CINTAS CORPORATION NO. 2	321.61	N
146008	10/21/2025	CITY OF PAPILLION	35921.01	N
146009	10/21/2025	CIVICPLUS	21868.22	N
146010	10/21/2025	CONRECO INCORPORATED	28.00	N
146011	10/21/2025	CORNHUSKER INTL TRUCKS INC	6080.81	N
146012	10/21/2025	CORNHUSKER STATE INDUSTRIES	9786.00	N
146013	10/21/2025	CUMMINS SALES AND SERVICE	366.28	N
146014	10/21/2025	D & K PRODUCTS	4154.50	N
146015	10/21/2025	DATASHIELD CORPORATION	20.00	N
146016	10/21/2025	DULTMEIER SALES LLC	672.80	N
146017	10/21/2025	FERRELLGAS	1121.57	N
146018	10/21/2025	FIKES COMMERCIAL HYGIENE LLC	108.00	N
146019	10/21/2025	FITZGERALD SCHORR BARMETTLER	12544.00	N
146020	10/21/2025	FUN SERVICES	565.50	N
146021	10/21/2025	GENUINE PARTS COMPANY-OMAHA	227.96	N
146022	10/21/2025	GUARDIAN ALLIANCE TECHNOLOGIES INC	358.00	N
146023	10/21/2025	HANEY SHOE STORE	136.99	N
146024	10/21/2025	HY-VEE STONY BROOK	6125.00	N
146025	10/21/2025	INDUSTRIAL SALES COMPANY INC	63.15	N
146026	10/21/2025	INGRAM LIBRARY SERVICES LLC	637.88	N
146027	10/21/2025	INLAND TRUCK PARTS & SERVICE	6657.24	N
146028	10/21/2025	INSIGHT DIRECT USA, INC	1189.36	N
146029	10/21/2025	INTERNAT'L ECONOMIC DEV COUNCIL	385.00	N
146030	10/21/2025	J & A TRAFFIC PRODUCTS	2572.80	N
146031	10/21/2025	J-TECH CONSTRUCTION LLC	139972.13	N

**ACCOUNTS PAYABLE CHECK REGISTER**

Check #	Check Date	Vendor Name	Amount	Voided
146032	10/21/2025	KANOPIY, INC.	153.90	N
146033	10/21/2025	KIMBALL MIDWEST	426.90	N
146034	10/21/2025	KRIHA FLUID POWER CO INC	75.73	N
146035	10/21/2025	LABRIE, DONALD P	450.00	N
146036	10/21/2025	LIBRARY IDEAS LLC	1.50	N
146037	10/21/2025	LOGO LOGIX EMBROIDERY & SCREEN	285.00	N
146038	10/21/2025	MACKIE CONSTRUCTION	114981.78	N
146039	10/21/2025	MAPA-METRO AREA PLANNING AGENCY	35.00	N
146040	10/21/2025	MARTIN ASPHALT - MONARCH OIL	596.00	N
146041	10/21/2025	MATHESON TRI-GAS INC	280.32	N
146042	10/21/2025	METROPOLITAN COMMUNITY COLLEGE	19219.90	N
146043	10/21/2025	MICROFILM IMAGING SYSTEMS, INC.	180.00	N
146044	10/21/2025	MIDSTATES CONSTRUCTION PRODUCTS	3635.00	N
146045	10/21/2025	MIDWEST MUDJACKING INC	400.00	N
146046	10/21/2025	MIDWEST TAPE	29.18	N
146047	10/21/2025	MOBOTREX, INC.	285.00	N
146048	10/21/2025	MR. PICNIC	498.04	N
146049	10/21/2025	MSC INDUSTRIAL SUPPLY CO	217.50	N
146050	10/21/2025	NEBRASKA LIBRARY COMMISSION	1364.70	N
146051	10/21/2025	NEWSBANK	4253.00	N
146052	10/21/2025	OCLC INC	81.05	N
146053	10/21/2025	OFFICE DEPOT INC	2229.97	N
146054	10/21/2025	OGLEBAY NATIONAL TRAINING CENTER	2359.50	N
146055	10/21/2025	OMNI ENGINEERING	879.34	N
146056	10/21/2025	ONE CALL CONCEPTS INC	523.30	N
146057	10/21/2025	PAPILLION LA VISTA PUBLIC SCHOOLS	13508.36	N
146058	10/21/2025	PAPILLION SANITATION	510.00	N
146059	10/21/2025	PIONEER ATHLETICS	1926.25	N
146060	10/21/2025	POLKA DOT ENTERTAINMENT LLC	275.00	N
146061	10/21/2025	POMP'S TIRE SERVICE, INC	2775.60	N
146062	10/21/2025	PRESTO CRAFT COMPANY	1200.00	N
146063	10/21/2025	RAKA RENTALS	733.96	N
146064	10/21/2025	REACH SPORTS MARKETING GROUP, INC.	735.00	N
146065	10/21/2025	ROCKMOUNT RESEARCH AND ALLOYS, INC.	441.24	N
146066	10/21/2025	RTG BUILDING SERVICES INC	7330.89	N
146067	10/21/2025	SARPY COUNTY ECONOMIC DEV. CORP	10.00	N
146068	10/21/2025	SARPY COUNTY FISCAL ADMINSTRTN	42183.46	N
146069	10/21/2025	SEWING CONCEPTS INC	1207.50	N
146070	10/21/2025	SHERWIN-WILLIAMS	71.95	N
146071	10/21/2025	SIGN IT	335.00	N
146072	10/21/2025	SITE ONE LANDSCAPE SUPPLY LLC	4265.17	N
146073	10/21/2025	STRADA OCCUPATIONAL HEALTH	90.00	N
146074	10/21/2025	SUMMIT FIRE PROTECTION CO	570.07	N
146075	10/21/2025	TED'S MOWER SALES & SERVICE INC	113.90	N
146076	10/21/2025	THE WALDINGER CORPORATION	3322.46	N
146077	10/21/2025	TORNADO WASH LLC	329.00	N
146078	10/21/2025	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
146079	10/21/2025	TRUESCOPE INC	5292.00	N
146080	10/21/2025	UNITE PRIVATE NETWORKS/SEGRA	4976.00	N
146081	10/21/2025	UNMC	900.14	N
146082	10/21/2025	VOIANCE LANGUAGE SERVICES, LLC	57.00	N
146083	10/21/2025	WESTLAKE HARDWARE INC NE-022	693.76	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
146085	10/21/2025	WINSUPPLY OF OMAHA	39.40	N
146086	10/21/2025	WM CORPORATE SERVICES	5.46	N
146087	10/21/2025	WOODHOUSE FORD-BLAIR	75.04	N
146088	10/21/2025	WOODHOUSE PARTS DIRECT, INC	61.32	N
146089	10/21/2025	YARD MARKET NURSERY	526.75	N
146090	10/21/2025	ZOOM VIDEO COMMUNICATIONS	2300.00	N
1262525	10/15/2025	FRATERNAL ORDER OF POLICE	2225.00	N
1262526	10/15/2025	POLICE & FREMEN'S INSURANCE	293.13	N
1262527	10/21/2025	ABM INDUSTRIES, INC	13965.11	N
1262528	10/21/2025	CITY OF OMAHA	318740.74	N
1262529	10/21/2025	HEARTLAND NATURAL GAS	2.03	N
1262530	10/21/2025	SHI INTERNATIONAL CORP.	597.60	N
1262531	10/21/2025	SOUTHERN ALUMINUM	6399.00	N
1262532	10/21/2025	ACTIVE NETWORK LLC	37.47	N
1262533	10/21/2025	ADP INC	462990.62	N
1262534	10/21/2025	BLACK HILLS ENERGY	1228.11	N
1262535	10/21/2025	BOK FINANCIAL	1116451.01	N
1262536	10/21/2025	CENTURY LINK/LUMEN	561.80	N
1262537	10/21/2025	CENTURY LINK/LUMEN	93.46	N
1262538	10/21/2025	COX COMMUNICATIONS, INC.	1364.18	N
1262539	10/21/2025	ESSENTIAL SCREENS	284.10	N
1262540	10/21/2025	FNIC	6729.75	N
1262541	10/21/2025	METROPOLITAN UTILITIES DISTRICT	22298.41	N
1262542	10/21/2025	MISSIONSQUARE RETIREMENT	75044.10	N
1262543	10/21/2025	OMAHA PUBLIC POWER DISTRICT	56328.45	N
1262544	10/21/2025	UNITED PARCEL SERVICE	113.26	N
1262545	10/21/2025	VERIZON CONNECT FLEET USA	671.80	N

TOTAL: \$2,907,546.80

APPROVED BY COUNCIL MEMBERS ON:

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**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  
8806 S. Glenview Drive \$650.00  
were notified that the property needed to be cleaned up, 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 clean up 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 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

---

Patti Anderson, CMC  
Deputy City Clerk



August 28, 2025

Glenview Holdings  
9105 Autumn Lane  
La Vista, NE 68128

Dear Glenview Holdings;

On June 30, 2025, the property at 8806 S. Glenview Dr 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 July 16, 2025 or the city would correct it at the expense of the property owner. On July 23, 2025, Sarpy Strong Junk Removal partially cleaned up the property. The cost of \$650.00 was incurred by the City for the property clean up.

Please remit \$650.00, 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 October 21, 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

**Abatement at 8806 S Glenview Dr**

**On**

**July 23, 2025**

**Sarpy Strong Junk Removal**

547 North Washington  
Papillion, Ne 68046  
(402) 955-9402

**Billed To:**

Community Services Bureau  
Code Enforcement  
7701 S. 96th St  
La Vista, NE 68128

**Invoice #**

#5

**Invoice Date**

07-23-25

**Contact Name & Number**

Mario Hatcher 402-619-7306

**Date of Service**

7-23-25

**Location**

8806 S. Glenview Dr

**Service Description**

Yard Clean Up - full trailer

**Amount**

650<sup>00</sup>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total**

650<sup>00</sup>

**Signature**

M. Hatcher

22.0314

JA

RN#: 25-7642 Date: 6.9.25 RV Date: 6.24.25  
7.16.28

Location ~~8806 S. Gleavie a~~

Violation 50.03

Time to Comply —

Description AC unit, vehicle parts, mechanics

etc.

Follow-up Officer \_\_\_\_\_

## 50.03 GARBAGE, TRASH, AND WASTE.

(A) 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 unless the same is kept in tightly closed impermeable receptacles. However, garbage and rubbish may also be disposed of in properly tied plastic bags, provided that such bags are not located outside of an enclosed building and are not placed curbside more than 24 hours before pickup.

(B) The Board of Health may order the removal of garbage and rubbish that it determines to be a threat to public safety, and the owner or occupant shall comply with such order within 24 hours of notification, it being unlawful to fail to so comply.

(C) Except as permitted by division

(D) of this section, garbage cans, garbage can holders, plastic bags or other refuse containers may not be located in the front yard or within any required front yard setback of residential lots, except for temporary placement curbside, not more than 24 hours before pickup. As used herein, "front yard setback" shall, in the case of a corner lot, include both yards facing a street.

(D) Two tightly closed, impermeable garbage receptacles may be kept in the front yard within three feet of the exterior wall of the home.

E) All owners or occupants shall have the contents of all garbage receptacles removed from the premises at their own cost at least once a week, and it shall be unlawful to fail to do so.

(F) It shall be unlawful to place, throw or sweep into the streets, alleys, parks or other public grounds any dirt, paper, nails, pieces of glass, garbage, waste, rubbish or refuse of any kind.

(G) Refuse containers for all business establishments and multi-family housing complexes containing five or more housing units shall be enclosed on three sides with a minimum six foot fence. Home occupations are exempt from the aforesaid fencing requirements. The requirement for fencing around refuse containers may be waived by the City Inspector upon the submission of an alternative and acceptable refuse disposal plan, satisfying aesthetic, sanitary and safety concerns, proposed by the business or multi-family housing complex owner(s). Waivers shall be allowed only in accordance with sanitation regulations as established and on file at the La Vista City Hall. (Neb. RS 19-2106) ('79 Code, § 4-204) (Am. Ord. 444, passed 7-7-87; Am. Ord. 575, passed 9-7-93; Am. Ord. 601, passed 11-15-94) Penalty, see § 10.99



Date: 06-30-2025

Glenview Holdings  
9105 Autumn Ln  
La Vista, NE 68128

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 (8806 S. Glenview Dr). 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 07-16-2025.

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, the violation will be abated and will be forwarded to the City Legal Department and other necessary agencies for possible Civil and/or Criminal Prosecution if compliance is not achieved.

Sincerely,

Officer M. Hatcher #15130  
Code Enforcement Office  
La Vista Police Department  
7701 South 96<sup>th</sup> 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

**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

**SARPY COUNTY ASSESSOR'S OFFICE**

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor, Printed on 6/27/2025 at 12:21

**Parcel Information****Ownership Information**

Parcel Number : 010579109

Current Owner : GLENVIEW HOLDINGS LLC

Map Number : 2959-15-0-30006-000-0269

Address : 9105 AUTUMN LN

Situs : 8806 SOUTH GLENVIEW DR

City ST. Zip : LA VISTA NE 68128

Legal : LOT 365 PARK VIEW HEIGHTS 2ND ADDITION EX ROW

Property Name :

**Current Valuation****Assessment Data****Property Classification**

Land Value : 34,000

District/TIF Fund : 27142

Status : 01 - IMPROVED

Impr. Value : 208,198

School Base : 127-77-0027 PAPILLION-LAVISTA SCH

Use : 01 - SINGLE FAMILY

OutBuildings :

Affiliated Code :

Zoning : 01 - SINGLE FAMILY

Total value : 242,198

Neighborhood : LPV

Location : 01 - URBAN

Exemptions : 0

Greenbelt Area :

City Size : 03 - 12,001 - 100,000

Taxable Value : 242,198

Greenbelt Date :

Lot Size : 01 - &lt;=10,000 SQ FT

**Sales History**

Date	Book/Page	Grantor	Grantee	Price	Adj Price
06/29/2022	2022-18072	SHAW/SUZANNE & TIMOTHY	GLENVIEW HOLDINGS LLC	0	0
01/07/2008	2008-00750	MCCOLLOUGH KATHERINE	SHAW SUZANNE & TIMOTHY	112,000	112,000

**BOE Appeal History****Building Permits**

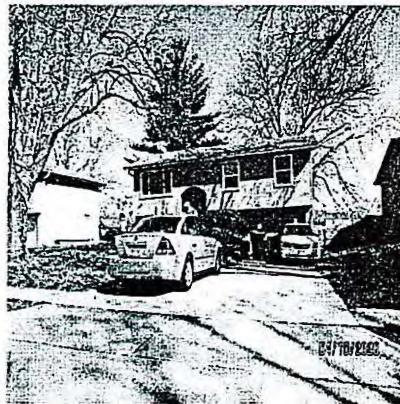
Appeal #	Year	Appealed By	Status	Permit #	Date	Description	Amount
593	2009	SHAW/SUZANNE & TIMOTHY	APPEAL REJECTED				
262	2008	SHAW/SUZANNE & TIMOTHY	BOARD VALUE				

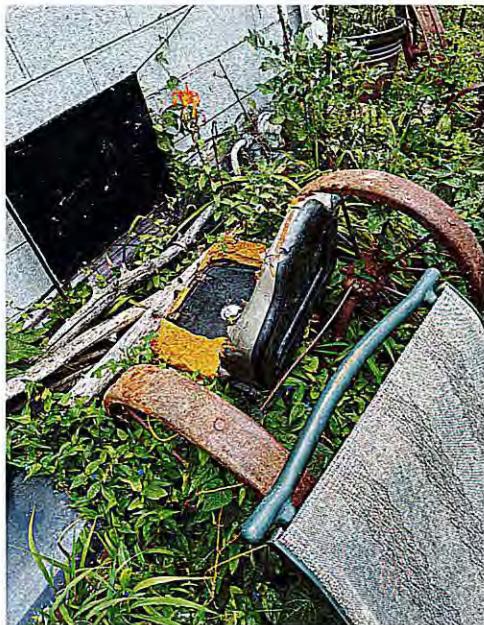
**Assessment Milestones**

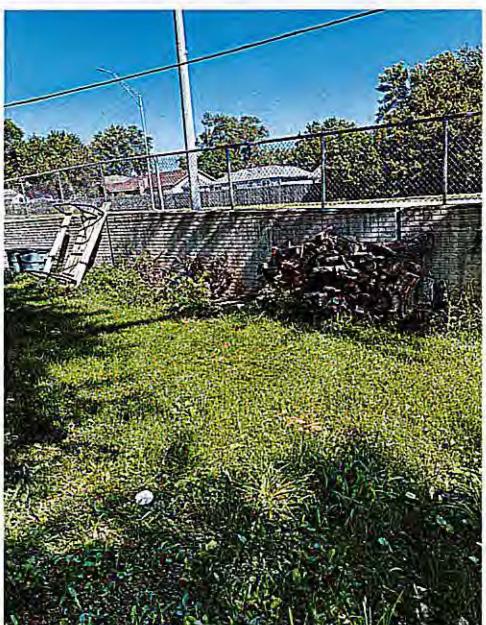
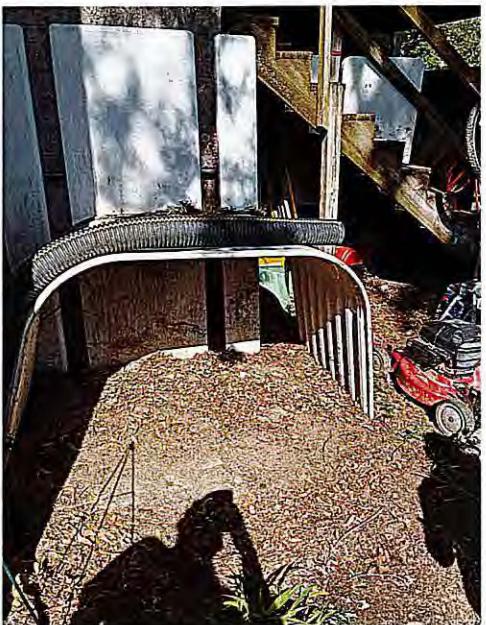
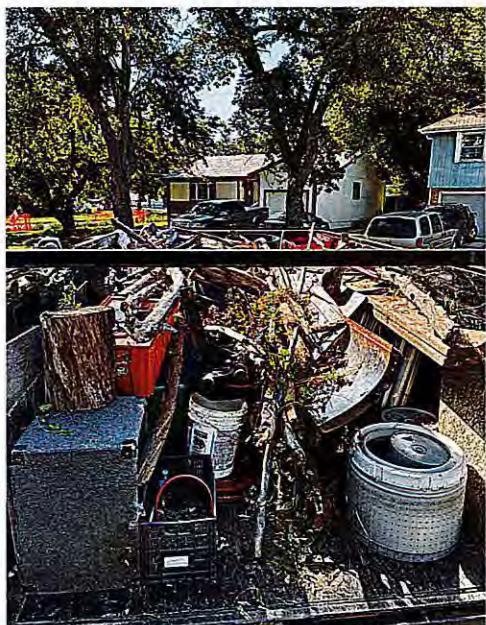
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2025	ABSTRACT	1000		34,000	208,198	0	242,198	242,198
2024	CTL	1000		32,000	198,310	0	230,310	230,310
2024	BOE	1000		32,000	198,310	0	230,310	230,310
2024	ABSTRACT	1000		32,000	198,310	0	230,310	230,310
2023	CTL	1000		27,000	177,741	0	204,741	204,741

**Historical Valuation Information**

Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2024	32,000	198,310		230,310		230,310	3,849.20
2023	27,000	177,741		204,741		204,741	4,138.88
2022	24,000	150,366		174,366		174,366	3,743.08
2021	22,000	149,239		171,239		171,239	3,731.10
2020	22,000	129,779		151,779		151,779	3,340.38







**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  
7827 S. 123<sup>rd</sup> Plaza \$250.00  
were notified that the property needed to be mowed and trimmed, as they were in  
violation of the City Municipal Code, Section 133.01, or the City would do so and  
bill them accordingly, and

WHEREAS, the property owner of said address chose not to clean up 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 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

---

Patti Anderson, CMC  
Deputy City Clerk



August 28, 2025

Lamb Retail 123 LLC  
3025 S 87<sup>th</sup> Street  
Omaha, NE 68124

Dear Lamb Retail 123 LLC;

On June 27, 2025, the property at 7827 S. 123<sup>rd</sup> Plaza in La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 133.01, and notification was made to correct the violations by July 14, 2025 or the city would correct it at the expense of the property owner. On July 27, 2025, Salvation Lawn Care mowed and trimmed tall grass on your property. The cost of \$250.00 was incurred by the City for the property clean up.

Please remit \$250.00, 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 October 21, 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](#)

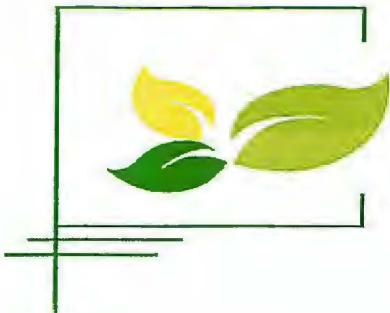
**Public Works**  
9900 Portal Rd.  
402.331.8927 [P](#)  
402.331.1051 [F](#)

**Recreation**  
8116 Park View Blvd.  
402.331.3455 [P](#)  
402.331.0299 [F](#)

**Abatement at 7827 S 123<sup>rd</sup> Plaza**

**On**

**July 24, 2025**

**Salvation Lawn Service LLC**

Owner Anthony Person

**Bill To**

City of LaVista, NE

**Invoice #**

113

**Invoice Date**

07/27/2025

<b>Description</b>	<b>Amount</b>
7827 S 123rd Plaza Lavista, NE	250.00

Mow, trim and blow/clean up. Very tall grass, had to go over it 6times to get it just right.

<b>Invoice Total</b>	<b>\$250.00</b>
----------------------	-----------------

*check <sup>for</sup> mailed to:*

*Salvation Law+ service LLC  
5804 Read St.  
Omaha NE 68152*

*03/14  
72. ~~1000~~  
JA*

**Terms & Conditions**

Pay within 15 days



RN#: 25-7857 Date: 6.12.20 RV Date: 6.25.25  
7.14.25

Location 7827 S. 123rd Plz 28

Violation 133.31

Time to Comply

Description Tell boss  
(mail to property owner)

Follow-up Officer

### **133.01 Stagnant Water, Grass, Weeds**

(A) Lots or pieces of ground within the city or within the city's extraterritorial zoning jurisdiction shall be drained or filled so as to prevent stagnant water or any other nuisance accumulating thereon.

(B) The owner or occupant of any lot or piece of ground within the city or within the city's extraterritorial zoning jurisdiction shall keep the lot or piece of ground and the adjoining streets and alleys free of any excessive growth of weeds, grasses, or worthless vegetation. **EXCESSIVE GROWTH for purposes of this section shall include without limitation, 12 inches or more in height of weeds, grasses, or worthless vegetation.**

(C) The throwing, depositing, or accumulation of litter on any lot or piece of ground within the city or within the city's extraterritorial zoning jurisdiction is prohibited, except that grass, leaves, and worthless vegetation may be used as a ground mulch or in a compost pile.

(D) It is hereby declared to be a nuisance to permit or maintain any excessive growth of weeds, grasses, or worthless vegetation on any lot or piece of ground within the city or within the city's extraterritorial zoning jurisdiction or on the adjoining streets or alleys or to litter or cause litter to be deposited or remain thereon except in proper receptacles.



Date: 06-27-2025

Lamb Retail 123 LLC  
3025 S 87<sup>th</sup> St  
Omaha, NE 68124

The City of La Vista and its Extraterritorial Jurisdiction (La Vista has a 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 (7827 S. 123<sup>rd</sup> Plaza) This investigation has revealed violation(s) of the La Vista Municipal Code, (s):

**133.01:** The owner or occupant of any lot of ground within the city... shall keep the lot or piece of ground free of any excessive growth of weeds, grasses, or worthless vegetation. Excessive growth shall include, without limitation, 12 inches or more in height of weeds, grasses, or worthless vegetation.

The attached sheet categorizes your violation(s) provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s). Violations are required to be eliminated on or before 07-14-2025.

Please contact the 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 the 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, the violation will be abated and will be forwarded to the City Legal Department and other necessary agencies for possible Civil and/or Criminal Prosecution if compliance is not achieved.

Sincerely,

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

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

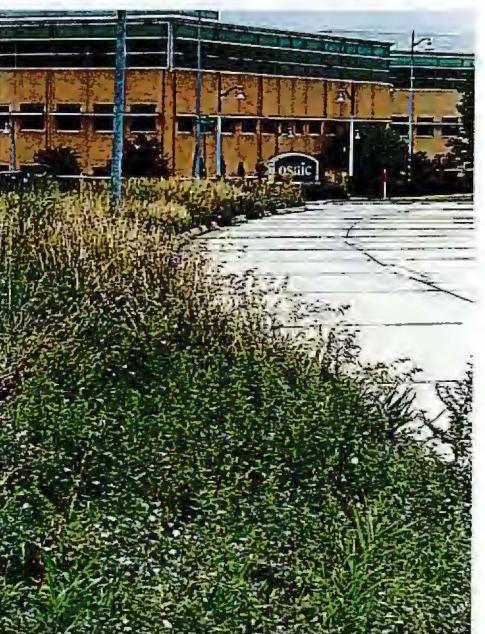
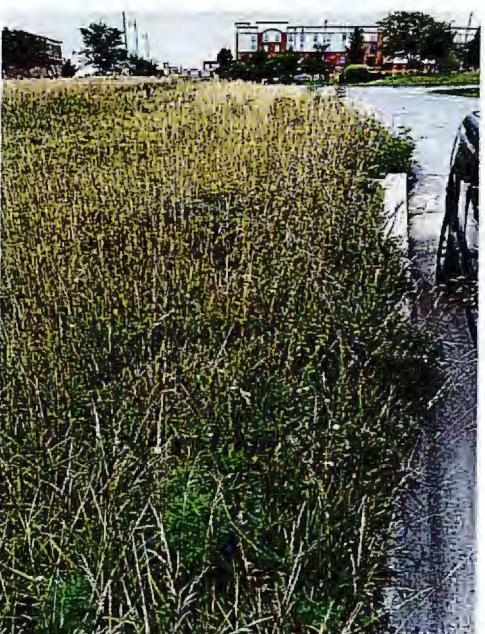
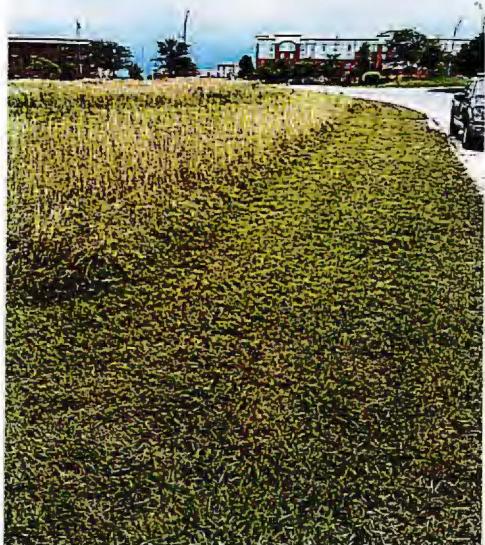
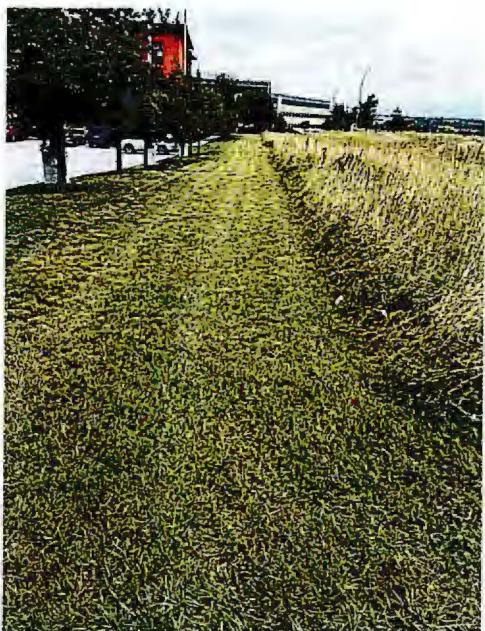
**Community Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

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

**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



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
1 AND 6 YEAR STREET IMPROVEMENT PLAN	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	DYLAN ANDERSON ENGINEERING ASSISTANT

**SYNOPSIS**

A public hearing has been scheduled and resolutions prepared to adopt the 1 and 6 year Street Improvement Plan and to approve the submittal of compliance resolution to the Nebraska Board of Public Roads Classifications and Standards (NBCS).

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget includes funding for years 1 & 2 of the plan.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The 1 and 6 Year Plan establishes prioritization and cost estimates for street improvements which are identified in the Capital Improvement Program (CIP). Both the 1 and 6 Year Plan and CIP are living documents that may change as unforeseen issues and/or opportunities arise.

In the spring of 2019, the Nebraska Legislature passed LB82 which made significant changes to requirements related to reporting of the One and Six Plan to the Nebraska Board of Public Roads Classifications and Standards (NBCS). Counties and municipalities are still required to have a One and Six Plan on file but are only required to submit a compliance resolution to the NBCS.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE ONE-AND-SIX-YEAR PLAN FOR HIGHWAY, ROAD AND STREET IMPROVEMENTS FOR THE CITY OF LA VISTA AS SUBMITTED BY THE DIRECTOR OF PUBLIC WORKS.

WHEREAS, the Director of Public Works has revised and updated the City of La Vista One-and-Six-Year Street Plan; and

WHEREAS, the La Vista Planning Commission has reviewed the One-and-Six-Year Street Plan for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Director of Public Works; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted and reviewed by the La Vista City Council; and

WHEREAS, projects in the One-and-Six-Year Street Plan have been incorporated into the City of La Vista's Capital Improvement Plan;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the Director of Public Works and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM FOR 2025.

WHEREAS, State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

WHEREAS, State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the Mayor of La Vista is hereby authorized to sign the Municipal Annual Certification of Program Compliance form for 2025.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk



Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**

July 24, 2025

**Notice to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards (NBCS) by October 31, 2025.**

**Please make this an agenda item for your next City Council / Village Board meeting and return to the NBCS by October 31, 2025.**

**To avoid the suspension of Highway-User Revenue** to your municipality please complete the enclosed **MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE** and **SIGNING RESOLUTION** and **return them to the NBCS by October 31, 2025.** Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

**Penalties for failure to comply** can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the Municipal Annual Certification of Program Compliance with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false Municipal Annual Certification of Program Compliance, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Kyle A. Anderson  
Valley

Roger A. Figard  
Lincoln

Barbara J. Keegan  
Alliance

Russell Kreachbaum, Jr.  
Central City

James A. Litchfield  
Wakefield

Steven D. Ramos  
Norfolk

Nathan Sorben  
Lincoln

Brandon Varilek  
Lincoln

Edward R. Wootton, Sr.  
Bellevue

LeMoyne D. Schulz  
Secretary – ex officio

**Note: While the signature of the City Street Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said municipality has a superintendent.**

Please let me know if you have any questions. Email: [ndot.blshelp@Nebraska.gov](mailto:ndot.blshelp@Nebraska.gov)  
Phone: (402) 479-4436

Sincerely,

LeMoyne D. Schulz  
Secretary for the Board

LDS/2025

Attachments (2)

Vick Kramer, Director  
**Department of Transportation**

Board of Public Roads Classifications and Standards  
1400 Nebraska Parkway  
PO Box 94759  
Lincoln, NE 68509-4759  
OFFICE 402-479-4436  
ndot.blshelp@nebraska.gov  
[dot.nebraska.gov](http://dot.nebraska.gov)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

## RESOLUTION

### SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2025

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
check one to  
Print name of Mayor  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
Month

City Council/Village Board Members

---

---

---

---

---

---

---

---

---

---

City Council/Village Board Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent

Resolution adopted, signed, and filed as adopted.

Attest:

---

(Signature of Clerk)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted.  
Failure to return both pages of the original document by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2025**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City  Village  of \_\_\_\_\_  
(Check one box) \_\_\_\_\_  
(Print name of municipality)  
hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

---

*Signature of Mayor*  *Village Board Chairperson*  (Required)

(Date)

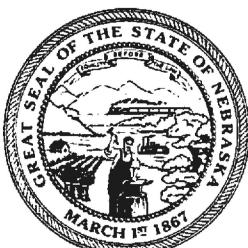
---

*Signature of City Street Superintendent* (Optional)

(Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2025 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509



**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2031**

County:			City: <b>LA VISTA</b>	Village:	
Project Year	Priority Number	Project Number	Project Description	Length Nearest Tenth (MILES)	Estimated Cost (THOUSANDS)
2026	1	M376 (401)	<b>Concrete Base Repair</b> Various Locations Construction	7.9	800.0
2026	2	M376 (410)	<b>UBAS Street Rehabilitation</b> Various Locations Construction	5.8	650.0
2026	3	M376 (230)	<b>Giles Road Widening</b> (Eastport Parkway to I-80 Ramps) Design/ROW	1.2	778.6
2026	4	M376 (398)	<b>Thompson Creek Trail</b> (Keystone Trail to Edgewood) Design	1	10.8 L.V. 43.2 Fed 54.0 Total
2026	5	M376 (406)	<b>84<sup>th</sup> St. Trail</b> Giles to Harrison Design / Construction	1	6,865.0 L.V 5,000.0 Fed 11,865.0 Total
2026	6	M376 (202)	<b>Harrison St. Bridge</b> (92 <sup>nd</sup> St.) Construction	0.1	500.0
2026	7	M376 (417)	<b>99<sup>th</sup> and Giles Traffic Signal</b> Construction	0.1	550.0
2026	8	M376 (414)	<b>Harrison St. Overpass</b> I-80 Construction	0.2	280.0
2027	9	M376 (230)	<b>Giles Road Traffic Flow Improvements</b> (Eastport Parkway to I-80 Ramps) Construction	1.2	6000.0
2027	10	M376 (406)	<b>84<sup>th</sup> St. Trail</b> Giles to Harrison Design / Construction	1	1075.0
2027	11	M376 (389)	<b>Bridge Deck Maintenance</b> (Various Locations)	0.2	900.0
2027	12	M376 (404)	<b>Concrete Panel Replacement</b> Giles Rd Construction	2.0	1250.0
2027	13	M376 (420)	<b>UBAS Street Rehabilitation</b> West of 72nd St Construction	1.4	250.0
2027	14	M376 (421)	<b>Asphalt Overlay</b> Grainville East Construction	1.4	750.0
2028	15	M376 (422)	<b>Concrete Panel Replacement</b> Ardmore Neighborhood Construction	9	1100.0

2028	16	M376 (423)	<b>UBAS Street Rehabilitation</b> Brook Valley Construction	3.7	700.0
2029	17	M376 (424)	<b>Concrete Panel Replacement</b> Harrison St. Construction	4.25	600.0
2029	18	M376 (425)	<b>UBAS Street Rehabilitation</b> Ardmore Neighborhood Construction	1	1000.0
2030	19	M376 (426)	<b>Concrete Panel Repair</b> Val Verde, Val Vista, Mayfair Construction	9.2	1400.0
2030	20	M376 (427)	<b>UBAS Street Rehabilitation</b> Giles Corner Construction	1.4	275.0
2030	21	M376 (428)	<b>UBAS Street Rehabilitation</b> 84th Street Construction	1	450.0
2031	23	M376 (429)	<b>108th Street Resurfacing</b> (10 Year Cycle) Construction	1	500.0
2031	24	M376 (430)	<b>UBAS Street Rehabilitation</b> Construction	1	750.0
2031	25	M376 (431)	<b>Street Rehabilitation</b> Construction	1	1250.0
SIGNATURE:		TITLE:	DATE:		
<b>STREET SUPERINTENDENT (S-1046)</b>					

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND POLICE RETIREMENT PLAN	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the retirement plans for sworn police officers in accordance with Nebraska Legislative Bill 179 (2025) which increased employer and employee contribution to the plan from 7% to 9%.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Nebraska Legislature in 2025 approved legislative bill 179 which increased mandatory contributions to the sworn police officer retirement plans from 7% to 9% for both the employee and employer effective October 1, 2025. The Governor signed the bill into law.

The FOP Lodge #28 contract with the City for FY24 through FY26 increased the retirement contributions to 9% for both the employer and employee. Therefore, there is no fiscal impact for the FY26 budget.

This ordinance amends the retirement plan to reflect the new state law.

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

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA POLICE OFFICERS RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019, the City of La Vista maintains the City of La Vista Police Officers Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

**SECTION 2.** The Mayor and City Council are authorized and desire to amend the Plan for recent statutory changes, as set forth in the amendment presented with this Ordinance titled "CITY OF LA VISTA POLICE OFFICERS RETIREMENT PLAN AND TRUST AMENDMENT (2025)" ("Amendment").

**SECTION 3.** The Mayor and City Council do hereby approve and adopt said Amendment, effective on the date(s) set forth therein.

**SECTION 4.** The Mayor is authorized to execute said Amendment on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Amendment to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, and is further authorized to make any changes in or to the Amendment or other Plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or maintain the qualified status of the Plan.

**SECTION 5.** All ordinances and parts of ordinances as previously enacted to the extent in conflict with this Ordinance or any part hereof are hereby repealed.

**SECTION 6.** 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 hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION 7.** This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk

**CITY OF LA VISTA  
POLICE OFFICERS RETIREMENT PLAN AND TRUST**

**AMENDMENT (2025)**

**ARTICLE 1  
GENERAL**

- 1.1 **Adoption and effective date of Amendment.** Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019, the City of La Vista, Nebraska (“City” or “Employer”) maintains the City of La Vista Police Officers Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law (“Plan”). The Mayor and City Council are authorized and desire to amend the Plan, and the Plan shall be amended as set forth in this Amendment. Except as otherwise specified below, this Amendment shall be effective upon adoption and execution in accordance with applicable law.
- 1.2 **Superseding of inconsistent provisions.** Provisions of this Amendment apply notwithstanding any provisions of the Plan to the contrary, and all provisions of the Plan shall be deemed amended and modified consistent with the provisions of this Amendment.
- 1.3 **Effect of subsequent restatement or amendment of Plan.** If the City restates the Plan, this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated and the restated plan document incorporates these provisions; or such provisions become obsolete.

**ARTICLE 2  
MANDATORY EMPLOYEE CONTRIBUTIONS**

- 2.1 Section C of the Plan’s adoption agreement shall be deleted and replaced in its entirety with the following:

**“C. MANDATORY EMPLOYEE CONTRIBUTIONS**

*[Section 3.1]*

- (1) **Amount of Contribution.** The Employee contribution to the Trustee for each Plan Year shall be:

X (a) **Police Officers**

- (i) Before October 1, 2013, a sum equal to six percent (6%) of his or her Salary,
- (ii) Beginning October 1, 2013 through September 30, 2015, a sum equal to six and one-half percent (6 ½ %) of his or her Salary,
- (iii) Beginning October 1, 2015 through September 30, 2025, a sum equal to seven percent (7%) of his or her Salary, and
- (iv) Beginning October 1, 2025, a sum equal to nine percent (9%) of his or her Salary.

       (b) **Firefighters**, effective July 18, 2024 unless otherwise specified to the contrary below:

- (1) Except as otherwise provided in subsection C(1)(b)(2) below:

- (i) Before October 1, 2024, a sum equal to six and one-half percent (6 ½ %) of his or her Salary,
- (ii) Beginning October 1, 2024 through September 30, 2025, a sum equal to eight and seven-tenths percent (8 7/10 %) of his or her Salary,

- (iii) Beginning October 1, 2025 through September 30, 2026, a sum equal to ten and seven-tenths percent (10 7/10 %) of his or her Salary, and
- (iv) Beginning October 1, 2026, a sum equal to twelve and seven-tenths percent (12 7/10 %) of his or her Salary. (*Fire*)

(2) If any firefighter participating in the Plan is covered by an absolute coverage group, and if the Employer has a population of more than 60,000 inhabitants and is located in a County of more than 100,000 inhabitants, the Employee Contribution of such firefighter shall be:

- (i) Beginning March 1, 2025, a sum equal to six and one-half percent (6 ½ %) of his or her Salary. (*Fire – alternate*)

Employee Contribution Offset. Beginning July 20, 2024, each firefighter covered by an absolute coverage group and participating in the Plan shall receive an offset from his or her Employee contribution equal to six and two-tenths percent (6 2/10 %) of his or her Salary. Provided, however, that this paragraph shall not apply to any firefighter who is covered by an absolute coverage group and employed as a firefighter by a city with a population of more than 60,000 inhabitants located in a county with a population of more than 100,000 inhabitants. “Absolute coverage group” shall have the meaning specified in Neb. Rev. Stat. Section 16-1021.

X (c) Other: In addition to amounts pursuant to subsection (a) above, additional Employee contributions and additional Employer contributions shall be contributed to the Plan pursuant to the Amended Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, FYE 2024 through 2026, or any successor of such Amended Agreement that provides for Additional Employee Contributions and Additional Employer Contributions described in this subsection (c) (such Amended Agreement and any such successor agreement being referred to herein as “FOP Agreement” and incorporated herein by this reference). Specifically, each Employee covered by the FOP Agreement shall be required to contribute an additional Employee contribution equal to 2% of each Employee’s Salary (“Additional Employee Contribution”) to his or her Employee Account under the Plan by regular payroll deduction from the Employee’s periodic Salary, and the City will make an additional City contribution of an equal amount (“Additional Employer Contribution”) to the Employer Account of the Employee under the Plan in accordance with subsection E(1)(a) of this Adoption Agreement; provided, however, if at any time Nebraska law is amended or otherwise enacted after September 30, 2023 to require any additional employee contribution or any additional employer contribution to the Plan or to any other retirement plan in amounts in excess of the 7% mandatory employee contribution or 7% city contribution required by the Police Officers Retirement Act, then the Additional Employee Contribution and the Additional Employer Contribution described in this subsection (c) shall be reduced by the amount of any such increases.

Provided, however, Nebraska Legislative Bill 179 (2025) amended the Police Officers Retirement Act to increase both mandatory employee contributions and employer contributions to the Plan from 7% - 9%, thereby reducing the amount of the Additional Employee Contribution and the Additional Employer Contribution described in this subsection (c) above in full from 2% to 0% of each Employee’s Salary, effective October 1, 2025.

(2) **Employee Contributions:**

X shall (*Police and Fire*)

       shall not

be picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code.”

This Amendment is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF LA VISTA, a Nebraska municipality

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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND MASTER FEE ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RACHEL CARL CITY CLERK

**SYNOPSIS**

An second reading of an ordinance has been prepared to amend the Master Fee Ordinance to include the occupation license rate for Restaurants and Drinking Places, and drive-in eating establishments and restore the missing text from the category title.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval of second reading of the Master Fee Ordinance.

**BACKGROUND**

During a previous update of the Master Fee Ordinance, a portion of the “Restaurants and Drinking Places, and drive-in eating establishments” title and occupation tax rate were inadvertently omitted. This ordinance restores the text missing from the category title and the rate of occupation tax.

**ORDINANCE NO. ~~1558~~**

AN ORDINANCE TO AMEND ORDINANCE NO. ~~15531558~~, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

**Section 1. General Fee Schedule.** The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule; no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

**BUILDING & USE FEES**

**(Apply inside City limits and within the Extra-territorial zoning jurisdiction)**

**Building Permit**

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
---------	---

Commercial/Industrial	\$30 Base fee + see building fee schedule
-----------------------	---

**Plan Review Fee (collected at the time of permit application submittal)**

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
-----------------------------	--

External Review of Plans by Qualified Consultants (as deemed necessary by Community Development and/or Public Works Departments - collected at the time of permit application submittal)	Actual Fee Incurred
--	---------------------

**Design Review (non-refundable)**

Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
------------------------------	---

Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
-------------------------------	---

Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
--------------------------------	---

Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
-------------------------------	---

Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
--------------------------	---

**Replacement Plan Review Fee**

Engineer's Review	\$500
-------------------	-------

Building Re-Inspection Fee	\$100
----------------------------	-------

**Rental Inspection Program**

**License Fees:**

Multi-family Dwellings	\$6.00 per unit
------------------------	-----------------

Single-family Dwellings	\$50.00 per property
-------------------------	----------------------

Duplex Dwellings	\$50.00 per unit
------------------	------------------

Additional Administrative Processing Fee	\$100.00
--	----------

(late fee or no-show fee)	
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection	
(after primary inspection):	
Violation corrected	No charge
Violation not corrected	\$100.00 per unit
Re-inspection Fee	\$100.00 per unit
(no show or additional follow up inspection)	
Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee (working without a permit)	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Change of Occupancy Permit Fee	\$100
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Cell Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Cell Towers	\$5,000(min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/ Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$ 30 Base fee + See mechanical fee schedule
Plumbing Permits	\$ 30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$ 30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee

**City Professional License**  
 (Plumbers; Mech. Contractors) \$ 15 and a \$1,000,000  
 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence  
 Also a \$5,000 Bond is required, naming the City as the recipient.

Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
 Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$30.00/Yearly
 Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	
	\$250

#### **RIGHT-OF-WAY PERMIT FEES**

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Temporary Structures/Fencing/etc related to Events	\$50/day
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use

Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

### **FIRE INSPECTION FEES**

#### Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00
<u>Child Care Facilities:</u>	
0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00
Inspection	\$25.00
<u>Foster Care Homes:</u>	

#### Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

#### Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

#### Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

#### Sprinkler Contractor Certificate:

Annual	\$100.00
--------	----------

#### Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)

#### Underground Storage Tanks (Title 159, Chapter 2)

Farm, residential and heating oil tanks	
(tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

### **GRADING PERMIT FEES**

5 acres or less	\$ 500
More than 5 acres	\$1,000

### **TAX INCREMENT FINANCING (TIF) APPLICATION FEES**

Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000

Bond Related Fee	1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000 Actual Fees, Costs & Expenses Incurred by the City
<b><u>PACE PROGRAM</u></b>	
Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500
<b><u>ZONING FEES</u></b>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250

Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit "G" to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

**OCCUPATION TAXES**

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class E Liquor License Holder	\$600
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CE Liquor License Holder	\$1200
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25
Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers – new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash machines	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1 <sup>st</sup> location - \$10/ea additional
Gas Companies	5% of gross receipts

Hawkers/Peddlers	\$ 75/day or \$500/year
------------------	-------------------------

Home Occupations (not specified elsewhere)	
--	--

Home Occupation Permit Application Fee	\$ 30
--	-------

Home Occupation 1 and Child Care Home	\$ 50
---------------------------------------	-------

Home Occupation Conditional Use Permit – see Zoning Fees	
--	--

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.

Mobile Food Vendors	\$100/year
---------------------	------------

Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
----------------	---

Music, Vending, & Pinball Machines	\$ 20/year/machine +Service
Provider Fee of &75.00 for business outside the City that provides machines for local businesses	

Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75
---	------

Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed
--	-------------

Pawnbrokers	\$1.00/pawnbroker
transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	

Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses – indoor and outdoor	\$100
--	-------

Restaurants and Drinking Places, <u>and drive-in eating establishments</u>	\$ 50 (5 employees or less) \$100 (more than 5 employees)
--	--

Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46

Retail, Manufacturing, Wholesale, Warehousing and Other – Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more

additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit		\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City		\$ 75
Service stations selling oils, supplies, accessories for service at retail		\$ 75 + \$25.00 for attached car wash
Short-Term Rentals—short-term rental owner or operators, listing companies, brokers, agents, or others acting on behalf of short-term rental owners in La Vista room		5% of gross receipts from or property rentals.
Telecommunication Companies (includes land lines, wireless, cellular, and mobile)		4% of gross receipts
Telephone Surcharge - 911		\$1.00 per line per month
Tobacco License		\$ 15 (based on State Statute)
Tow Truck Companies		\$ 75
Late Fee (Up to 60 days)		\$ 35
Late Fee (60-90 days)		\$ 75
Late Fee (over 90 days)		Double Occupation tax or \$100, whichever is greater
<b><u>CONVENIENCE FEES</u></b>		
Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal		
Credit Cards, Debit Cards, & Digital Wallet		2.5% of transaction + \$0.30
E-Checks		\$1.50 for transactions $\leq$ \$60,000
All Other Payments		
Credit Cards		3% of transaction with \$2 minimum transaction
E-Checks		\$3 for transactions $\leq$ \$10,000
		\$10 for transactions $>$ \$10,000
<b><u>OTHER FEES</u></b>		
Barricades		
Deposit Fee (returnable)		\$ 60/barricade
Block Parties/Special Event		\$ 5/barricade per day
Construction Use		\$30 ea. (7 days maximum)
Blasting Permit		\$1,000
Bucket Truck Rental w/operator		\$150 per hour

<b>Charging Station Fees</b>	
Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	\$10 + Boarding Costs
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
<b>Parking Fees</b>	
Monthly Parking	
Covered Stall	\$50/Month per permit
Uncovered Stall	\$25/Month per permit
Business Reserved	100/Month per permit
Daily Parking (Parking Day runs 6 a.m.-6 p.m.)	
Parking Structure No. 1	3 hours free (\$0), after which \$1.00/hr. up to \$10/day
Parking Structure No. 2	\$1.00/hour up to \$10/day
City Centre Surface Parking Lot	\$1.00/hour up to \$10/day

<b>Event Parking</b>	
Parking Structure No. 1	\$5/event
Parking Structure No. 2	\$5/event
City Centre Surface Parking Lot	\$20/event
Facility Rental Fee (Parking Structure No. 2 only)	
Daytime Event	\$500
(Ending by 6:00 p.m.)	
Evening Event	\$1,000
(Starting at/after 6:30 p.m.)	
<b>Parking Ticket Fees</b>	
If paid within 7 days of violation date	\$20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$35 (\$20 + \$15 admin fee)
<b>Pawnbroker Permit Fees:</b>	
Initial	\$150
Annual Renewal	\$100
Pet Store License	\$ 50 (In addition to Occ. License)
Kennel or Cattery License	\$100
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	
Golf Car Registration Fee	\$100
<b>Special City Events –Vendor Booth &amp; Food Truck Fees</b>	
10x10 booth or truck size	\$ 25
20x10 booth or truck size	\$ 45
30x10 booth or truck size	\$ 60
<b><u>PUBLIC RECORDS</u></b>	
Records Request – Resident	\$0.25 per copy (may be subject to additional costs after 8 hours as allowed by State Statute). Staff rate is \$15.00/Half Hour (after 8 hours) + Copy Costs* (May be subject to deposit)
Records Request – Non-Resident	\$0.25 per copy (plus staff salary & benefits and attorney fees as allowed by State Statute). Staff rate is \$15.00/Half Hour + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD

\*Copy costs shall be established by the Finance Director

Unified Development Ordinance	\$100
Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (Digital)	\$10/CD
Criminal history	\$10

**FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1<sup>st</sup> alarm (not to include single family or duplexes)

**RESCUE SQUAD FEES**

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency 1	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17
Lift Assist Fee	\$ 400

**LIBRARY FEES**

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Overdue Fees Books, Kits, Periodicals		\$ .05/day
Audio Books/Board Games/CDs		\$ .10/day
Cake Pans/Telescope/Puzzles		
Playaway device/DVDs		\$ 1.00/day

Board Game, Puzzle not returned to Circulation Desk	\$5.00	
Damaged & Lost items	\$5.00 processing fee + actual cost	
Color Copies	\$ .50	
Copies	\$ .10	
PLA filament	\$.10/gram	
Inter-Library Loan	\$3.00/transaction	
Lamination – 18" Machine	\$2.00 per foot	
Lamination – 40" Machine	\$6.00 per foot	
Seasonal/Special Workshops	\$15.00	
Makerspace Fees		
3D Printer	\$ .10/gram	
Laser Cutter		
1/8 inch	8x12	\$ .50
1/8 inch	12x12	\$ 1.00
1/8 inch	12x16	\$ 1.25
1/4 inch	8x12	\$ .75
1/4 inch	12x12	\$ 1.10
1/4 inch	12x16	\$ 1.50
Glassware		\$ 1.50
Cork Coaster		\$ .35
White Chipboard Coasters		\$ .35
Glass trivets/cutting boards		\$ 1.50
Small Bevel Mirrors		\$ 1.50
Heat Press & Mug Press		
Sublimation paper		\$ 1.00/sheet
Mugs		\$ 2.00
Ceramic Tiles		\$ 1.00
Bags		\$ .75
Button Maker		
Pins (3 part)		\$ .35
Magnets		\$ .35
Bottle openers		\$ .35
Mylar rings		\$ .10

**RECREATION FEES**

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee <u>(*La Vista Employee will receive Resident Rate)</u>	\$10.00

	Resident*	Non-Resident	Business Groups	Non-Profit
Clubhouse	\$ 75/Hour \$ 450/Full Day	\$ 100/Hour \$ 500/Full Day	\$ 150/Hour \$ 550/Full Day	\$ 60/Hour \$ 425/Full
Day				
Deposit (Refundable)	\$ 100	\$ 100	\$ 100	\$ 100
Community Center				
	Resident*	Non-Resident	Business Groups	Non-Profit
Facility Rental				
Gym (1/2 Gym)	\$ 40/Hour	\$ 80/Hour	\$ 100/Hour	\$ 38/Hour
Gym (Full)	\$ 75/Hour	\$ 80/Hour	\$ 160/Hour	\$175/Hour
Whole Community Center	\$1000/Day \$500/Half Day	\$1500/Day \$750/Half Day	\$2000/Day \$1000/Half Day	\$400/Half Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour	\$ 22/Hour
Meeting Rooms (Rental)	\$ 15/Hour/Room 12/Hour/Room	\$ 25/Hour/Room	\$ 30/Hour	\$
Kitchen (Rental)	\$ 21/Hour	\$ 30/Hour	\$ 35/Hour	\$ 19/Hour
Deposit (Refundable)	\$ 100/Whole Day Rental \$ 100/Whole Day Rental	\$ 100/Whole Day Rental \$ 100/Whole Day Rental		

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Pickleball Court	\$7/hour	\$10/hour	\$10/hour	\$ 7/Hour

Racquetball/ Wallyball Court Stage (Rental)	\$ 7/Hour \$ 12/Hour	\$ 10/Hour \$ 22/Hour	\$ 10/Hour \$ 27/Hour	\$ 7/Hour \$ 12Hour
---	-------------------------	--------------------------	--------------------------	------------------------

Facility Usage (Fitness Room, Gym, Drop-In, Programs, Open Gym)

	<u>Resident</u>	<u>Non-Resident</u>
Daily Visit (19 and up)	\$ 3.00	\$ 4.00
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00

	<u>Resident</u>	<u>Non-Resident</u>
Membership Card	\$30.00/month	\$35/month
Daily Visit (18+ younger)	\$ -0-	\$ -0-
Daily Visit (Employee/ Employee Child/Spouse)	\$ -0-	\$ -0-
Membership (55+)	\$ -0-/Month	\$20/Month

Variety of programs as determined by the Recreation Director  
Fees determined by cost of program Classes

<u>Contractor</u>	<u>City</u>
75%	25%

Contract Instructor Does Registration and Collects Fees

Fields Profit		Non-
Tournament Fees 10/Team/Tournament	\$ 30/Team/Tournament	\$
Tournament Field Fees 20/Field/Day	\$ 50/Field/Day	\$ 20/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours	\$ 30/2 hours
Gate/Admission Fee	10% of Gross	0% gross
The Link		
Base Rental Fee Entire Facility	\$1,000	User supplies operating staff and is responsible for all cleaning and trash removal.

Parks

Open Green Space	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business</u>	<u>Non-Profit</u>
------------------	------------------	---------------------	-----------------	-------------------

Park Shelters	\$15/3 hours Hours	\$25/3 hours	\$ 30/3 Hours	\$ 12/3
---------------	-----------------------	--------------	---------------	---------

Swimming Pool	<u>Resident*</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105

30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

\*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	<u>Resident*</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115

Softball/Baseball Age 15-18	\$110/120	\$140/150
-----------------------------	-----------	-----------

Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33

**Adult Recreation Programs – Per Team**

Adult Volleyball– Spring	\$ 60
Adult Spring Softball – Single	\$215
Adult Spring Softball – Double	\$420
Adult Volleyball – Fall/Winter	\$120
Adult Fall Softball – Single	\$120
Adult Fall Softball – Double	\$235
Senior Spring Softball	\$15 per game per team
Senior Fall Softball	\$17 per game per team

**Special Services Van Fees**

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

**Section 2. Sewer Fee Schedule.**

**§3-103 Municipal Sewer Department; Rates.**

- A. **Levy of Sewer Service Charges.** The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. **Computation of Sewer Service Charges.** For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. **Amount of Sewer Service Charges.** The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
  - 1. The customer charge is as follows
    - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.49 per month.
    - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$14.47 per month.
    - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and

who are not Residential users or Residential-Multi-Family users - \$14.47 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$24.47. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.

2. The flow charge for all sewer service users shall be \$5.13 per hundred cubic feet (ccf).

**Temporary additional flow charges\***

For the period of June 1, 2025 through May 31, 2027, the following supplemental flow charges also shall apply, in addition to the above flow charge, resulting in total flow charges during this period as indicated below:

Residential: additional flow charge of \$.26 per hundred cubic feet (ccf), This will result in a total residential flow charge of \$5.39 per hundred cubic feet (ccf)

Commercial: additional flow charge of \$.23 per hundred cubic feet (ccf), This will result in a total commercial flow charge of \$5.36 per hundred cubic feet (ccf)

\*Temporary additional flow charges recover amounts for increased rates previously authorized September 5, 2023 and September 3, 2024 and unbilled, effective for the period indicated.

3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

**Section 3. Sewer/Drainage Connection Fee Schedule.** A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

**Section 3.1 – City of Omaha - Stonybrook Outfall Sewer Shed**

Fees collected in the City of Omaha – Stonybrook Sewer Shed as defined by Exhibit "I" of the Wastewater Service Agreement (WSA) between the City of Omaha and City of La Vista, current revision, and as further defined by Section 31-259 of the City of Omaha Municipal Code, shall be as follows:

	Effective 1/1/2025	Effective 2/1/2026
Residential		
Single Family Dwelling	\$0.637/SF	\$0.637/SF
Mobile Homes As Used as a Residence	\$2,128/pad	\$2,128/pad
All Other Residential Uses	\$ 2,156/unit	\$2,156/unit
Commercial/Industrial	\$15,009/acre of land as platted	\$15,009/acre of land as platted

Ninety Five Percent (95%) of Connections Fees are to be periodically remitted back to the City of Omaha on a periodic basis as defined by the WSA.

**Section 3.2 – Sarpy County Outfall and City of La Vista Sewer Sheds**

Fees collected in the Sarpy County Sewer Shed and/or City of La Vista Sewer Shed as defined by Exhibit "I" of the Wastewater Service Agreement (WSA) between the City of Omaha and the City of La Vista, current revision, shall be as follows:

	Effective 1/1/2025	Effective 1/1/2026
Residential		
Single Family Dwelling	\$1,482	\$1,534
Duplex	\$1,482/unit	\$1,482/unit
Multiple Family	\$ 1,156/unit	\$1,197/unit
Commercial/Industrial	\$8,049/acre of land as platted	\$8,331/acre of land as platted
Park/Common Area (incl. Athletic Fields)	\$450/AC of land as platted	\$466/acre of land as platted

\$5,500 per acre as collected within the Sarpy County Sewer Shed are periodically remitted back to Sarpy County.

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No. 1553-1558. Ordinance No. 1553-1558 as originally approved on July 15September 16, 2025 and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS ~~16TH~~7TH DAY OF ~~SEPTEMBER~~OCTOBER 2025. |

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Rachel D. Carl, CMC  
City Clerk

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

AN ORDINANCE TO AMEND ORDINANCE NO. 1558, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

**Section 1. General Fee Schedule.** The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule; no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

**BUILDING & USE FEES**

**(Apply inside City limits and within the Extra-territorial zoning jurisdiction)**

**Building Permit**

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
---------	---

Commercial/Industrial	\$30 Base fee + see building fee schedule
-----------------------	---

**Plan Review Fee (collected at the time of permit application submittal)**

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
-----------------------------	--

External Review of Plans by Qualified Consultants (as deemed necessary by Community Development and/or Public Works Departments - collected at the time of permit application submittal)	Actual Fee Incurred
--	---------------------

**Design Review (non-refundable)**

Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
------------------------------	---

Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
-------------------------------	---

Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
--------------------------------	---

Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
-------------------------------	---

Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
--------------------------	---

**Replacement Plan Review Fee**

Engineer's Review	\$500
-------------------	-------

Building Re-Inspection Fee	\$100
----------------------------	-------

**Rental Inspection Program**

**License Fees:**

Multi-family Dwellings	\$6.00 per unit
------------------------	-----------------

Single-family Dwellings	\$50.00 per property
-------------------------	----------------------

Duplex Dwellings	\$50.00 per unit
------------------	------------------

Additional Administrative Processing Fee	\$100.00
--	----------

(late fee or no-show fee)	
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection	
(after primary inspection):	
Violation corrected	No charge
Violation not corrected	\$100.00 per unit
Re-inspection Fee	\$100.00 per unit
(no show or additional follow up inspection)	
Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee (working without a permit)	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Change of Occupancy Permit Fee	\$100
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Cell Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Cell Towers	\$5,000(min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/ Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$ 30 Base fee + See mechanical fee schedule
Plumbing Permits	\$ 30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$ 30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee

**City Professional License**  
 (Plumbers; Mech. Contractors) \$ 15 and a \$1,000,000  
 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence  
 Also a \$5,000 Bond is required, naming the City as the recipient.

Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

#### **RIGHT-OF-WAY PERMIT FEES**

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Temporary Structures/Fencing/etc related to Events	\$50/day
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use

Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

### **FIRE INSPECTION FEES**

#### Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

#### Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

#### Foster Care Homes:

Inspection	\$25.00
------------	---------

#### Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

#### Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

#### Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

#### Sprinkler Contractor Certificate:

Annual	\$100.00
--------	----------

#### Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)

#### Underground Storage Tanks (Title 159, Chapter 2)

Farm, residential and heating oil tanks	
(tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

### **GRADING PERMIT FEES**

5 acres or less	\$ 500
More than 5 acres	\$1,000

### **TAX INCREMENT FINANCING (TIF) APPLICATION FEES**

Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000

Bond Related Fee	1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000 Actual Fees, Costs & Expenses Incurred by the City
<b><u>PACE PROGRAM</u></b>	
Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500
<b><u>ZONING FEES</u></b>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250

Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit "G" to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

**OCCUPATION TAXES**

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class E Liquor License Holder	\$600
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CE Liquor License Holder	\$1200
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25
Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers – new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash machines	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1 <sup>st</sup> location - \$10/ea additional
Gas Companies	5% of gross receipts

Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50
Home Occupation Conditional Use Permit – see Zoning Fees	
Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.	
Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of &75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75
Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$1.00/pawnbroker
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)	
Recreation businesses – indoor and outdoor	\$100
Restaurants and Drinking Places, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees) Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46
Retail, Manufacturing, Wholesale, Warehousing and Other – Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more	

additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit		\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City		\$ 75
Service stations selling oils, supplies, accessories for service at retail		\$ 75 + \$25.00 for attached car wash
Short-Term Rentals—short-term rental owner or operators, listing companies, brokers, agents, or others acting on behalf of short-term rental owners in La Vista room		5% of gross receipts from or property rentals.
Telecommunication Companies (includes land lines, wireless, cellular, and mobile)		4% of gross receipts
Telephone Surcharge - 911		\$1.00 per line per month
Tobacco License		\$ 15 (based on State Statute)
Tow Truck Companies		\$ 75
Late Fee (Up to 60 days)		\$ 35
Late Fee (60-90 days)		\$ 75
Late Fee (over 90 days)		Double Occupation tax or \$100, whichever is greater
<b><u>CONVENIENCE FEES</u></b>		
Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal		
Credit Cards, Debit Cards, & Digital Wallet		2.5% of transaction + \$0.30
E-Checks		\$1.50 for transactions $\leq$ \$60,000
All Other Payments		
Credit Cards		3% of transaction with \$2 minimum transaction
E-Checks		\$3 for transactions $\leq$ \$10,000
		\$10 for transactions $>$ \$10,000
<b><u>OTHER FEES</u></b>		
Barricades		
Deposit Fee (returnable)		\$ 60/barricade
Block Parties/Special Event		\$ 5/barricade per day
Construction Use		\$30 ea. (7 days maximum)
Blasting Permit		\$1,000
Bucket Truck Rental w/operator		\$150 per hour

<b>Charging Station Fees</b>	
Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	\$10 + Boarding Costs
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
<b>Parking Fees</b>	
Monthly Parking	
Covered Stall	\$50/Month per permit
Uncovered Stall	\$25/Month per permit
Business Reserved	100/Month per permit
Daily Parking (Parking Day runs 6 a.m.-6 p.m.)	
Parking Structure No. 1	3 hours free (\$0), after which \$1.00/hr. up to \$10/day
Parking Structure No. 2	\$1.00/hour up to \$10/day
City Centre Surface Parking Lot	\$1.00/hour up to \$10/day

Event Parking	
Parking Structure No. 1	\$5/event
Parking Structure No. 2	\$5/event
City Centre Surface Parking Lot	\$20/event
Facility Rental Fee (Parking Structure No. 2 only)	
Daytime Event	\$500
(Ending by 6:00 p.m.)	
Evening Event	\$1,000
(Starting at/after 6:30 p.m.)	
Parking Ticket Fees	
If paid within 7 days of violation date	\$20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$150
Annual Renewal	\$100
Pet Store License	\$ 50 (In addition to Occ. License)
Kennel or Cattery License	\$100
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	
Golf Car Registration Fee	\$100
Special City Events –Vendor Booth & Food Truck Fees	
10x10 booth or truck size	\$ 25
20x10 booth or truck size	\$ 45
30x10 booth or truck size	\$ 60
<b>PUBLIC RECORDS</b>	
Records Request – Resident	\$0.25 per copy (may be subject to additional costs after 8 hours as allowed by State Statute). Staff rate is \$15.00/Half Hour (after 8 hours) + Copy Costs* (May be subject to deposit)
Records Request – Non-Resident	\$0.25 per copy (plus staff salary & benefits and attorney fees as allowed by State Statute). Staff rate is \$15.00/Half Hour + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD
*Copy costs shall be established by the Finance Director	
Unified Development Ordinance	\$100

Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (Digital)	\$10/CD
Criminal history	\$10

**FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1<sup>st</sup> alarm (not to include single family or duplexes)

**RESCUE SQUAD FEES**

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency 1	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17
Lift Assist Fee	\$ 400

**LIBRARY FEES**

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Overdue Fees Books, Kits, Periodicals		\$ .05/day
Audio Books/Board Games/CDs		\$ .10/day
Cake Pans/Telescope/Puzzles		
Playaway device/DVDs		\$ 1.00/day
Board Game, Puzzle not returned to Circulation Desk		\$5.00

Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$ .50
Copies		\$ .10
PLA filament		\$ .10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Seasonal/Special Workshops		\$15.00
Makerspace Fees		
3D Printer		\$ .10/gram
Laser Cutter		
1/8 inch	8x12	\$ .50
1/8 inch	12x12	\$ 1.00
1/8 inch	12x16	\$ 1.25
1/4 inch	8x12	\$ .75
1/4 inch	12x12	\$ 1.10
1/4 inch	12x16	\$ 1.50
Glassware		\$ 1.50
Cork Coaster		\$ .35
White Chipboard Coasters		\$ .35
Glass trivets/cutting boards		\$ 1.50
Small Bevel Mirrors		\$ 1.50
Heat Press & Mug Press		
Sublimation paper		\$ 1.00/sheet
Mugs		\$ 2.00
Ceramic Tiles		\$ 1.00
Bags		\$ .75
Button Maker		
Pins (3 part)		\$ .35
Magnets		\$ .35
Bottle openers		\$ .35
Mylar rings		\$ .10

**RECREATION FEES**

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee <u>(*La Vista Employee will receive Resident Rate)</u>	\$10.00

	<u>Resident*</u>	Non-Resident	Business Groups	Non-Profit
Clubhouse	\$ 75/Hour \$ 450/Full Day	\$ 100/Hour \$ 500/Full Day	\$ 150/Hour \$ 550/Full Day	\$ 60/Hour \$ 425/Full
Day				
Deposit (Refundable)	\$ 100	\$ 100	\$ 100	\$ 100

**Community Center**

	<u>Resident*</u>	Non-Resident	Business Groups	Non-Profit
Facility Rental				
Gym (1/2 Gym)	\$ 40/Hour	\$ 80/Hour	\$ 100/Hour	\$ 38/Hour
Gym (Full)	\$ 75/Hour	\$ 80/Hour	\$ 160/Hour	\$175/Hour
Whole Community Center	\$1000/Day \$500/Half Day	\$1500/Day \$750/Half Day	\$2000/Day \$1000/Half Day	\$400/Half Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour	\$ 22/Hour
Meeting Rooms (Rental)	\$ 15/Hour/Room \$ 12/Hour/Room	\$ 25/Hour/Room	\$ 30/Hour	\$
Kitchen (Rental)	\$ 21/Hour	\$ 30/Hour	\$ 35/Hour	\$ 19/Hour
Deposit (Refundable)	\$ 100/Whole Day Rental \$ 100/Whole Day Rental	\$ 100/Whole Day Rental \$ 100/Whole Day Rental		

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Pickleball Court	\$7/hour	\$10/hour	\$10/hour	\$ 7/Hour
Racquetball/ Wallyball Court	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour	\$ 7/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour	\$ 12Hour

## Facility Usage (Fitness Room, Gym, Drop-In, Programs, Open Gym)

	<u>Resident</u>	<u>Non-Resident</u>
Daily Visit (19 and up)	\$ 3.00	\$ 4.00
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00
	<u>Resident</u>	<u>Non-Resident</u>
Membership Card	\$30.00/month	\$35/month
Daily Visit (18+ younger)	\$ -0-	\$ -0-
Daily Visit (Employee/ Employee Child/Spouse)	\$ -0-	\$ -0-
Membership (55+)	\$ -0-/Month	\$20/Month

Variety of programs as determined by the Recreation Director  
Fees determined by cost of program Classes

<u>Contractor</u>	<u>City</u>
75%	25%

## Contract Instructor Does Registration and Collects Fees

Fields Profit		Non-
Tournament Fees 10/Team/Tournament	\$ 30/Team/Tournament	\$
Tournament Field Fees 20/Field/Day	\$ 50/Field/Day	\$ 20/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours	\$ 30/2 hours
Gate/Admission Fee	10% of Gross	0% gross
The Link		
Base Rental Fee Entire Facility	\$1,000	
	User supplies operating staff and is responsible for all cleaning and trash removal.	

## Parks

Open Green Space		<u>\$100/Event</u>	
<u>Resident*</u>	<u>Non-Resident</u>	<u>Business</u>	<u>Non-Profit</u>

Park Shelters	\$15/3 hours Hours	\$25/3 hours	\$ 30/3 Hours	\$ 12/3
---------------	-----------------------	--------------	---------------	---------

Swimming Pool	<u>Resident*</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105
30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

\*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	<u>Resident*</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150

Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33

**Adult Recreation Programs – Per Team**

Adult Volleyball– Spring	\$ 60
Adult Spring Softball – Single	\$215
Adult Spring Softball – Double	\$420
Adult Volleyball – Fall/Winter	\$120
Adult Fall Softball – Single	\$120
Adult Fall Softball – Double	\$235
Senior Spring Softball	\$15 per game per team
Senior Fall Softball	\$17 per game per team

**Special Services Van Fees**

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

**Section 2. Sewer Fee Schedule.****§3-103 Municipal Sewer Department; Rates.**

- A. **Levy of Sewer Service Charges.** The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. **Computation of Sewer Service Charges.** For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. **Amount of Sewer Service Charges.** The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
  - 1. The customer charge is as follows
    - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.49 per month.
    - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$14.47 per month.
    - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$14.47 per month. For sewer service users in this category that require manual

billing, add \$10.00 for a total of \$24.47. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.

2. The flow charge for all sewer service users shall be \$5.13 per hundred cubic feet (ccf).

**Temporary additional flow charges\***

For the period of June 1, 2025 through May 31, 2027, the following supplemental flow charges also shall apply, in addition to the above flow charge, resulting in total flow charges during this period as indicated below:

Residential: additional flow charge of \$.26 per hundred cubic feet (ccf), This will result in a total residential flow charge of \$5.39 per hundred cubic feet (ccf)

Commercial: additional flow charge of \$.23 per hundred cubic feet (ccf), This will result in a total commercial flow charge of \$5.36 per hundred cubic feet (ccf)

\*Temporary additional flow charges recover amounts for increased rates previously authorized September 5, 2023 and September 3, 2024 and unbilled, effective for the period indicated.

3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

**Section 3. Sewer/Drainage Connection Fee Schedule.** A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

**Section 3.1 – City of Omaha - Stonybrook Outfall Sewer Shed**

Fees collected in the City of Omaha – Stonybrook Sewer Shed as defined by Exhibit “I” of the Wastewater Service Agreement (WSA) between the City of Omaha and City of La Vista, current revision, and as further defined by Section 31-259 of the City of Omaha Municipal Code, shall be as follows:

	Effective 1/1/2025	Effective 2/1/2026
Residential Single Family Dwelling	\$0.637/SF	\$0.637/SF
Mobile Homes As Used as a Residence	\$2,128/pad	\$2,128/pad
All Other Residential Uses	\$ 2,156/unit	\$2,156/unit
Commercial/Industrial	\$15,009/acre of land as platted	\$15,009/acre of land as platted

Ninety Five Percent (95%) of Connections Fees are to be periodically remitted back to the City of Omaha on a periodic basis as defined by the WSA.

**Section 3.2 – Sarpy County Outfall and City of La Vista Sewer Sheds**

Fees collected in the Sarpy County Sewer Shed and/or City of La Vista Sewer Shed as defined by Exhibit “I” of the Wastewater Service Agreement (WSA) between the City of Omaha and the City of La Vista, current revision, shall be as follows:

	Effective 1/1/2025	Effective 1/1/2026
Residential		
Single Family Dwelling	\$1,482	\$1,534
Duplex	\$1,482/unit	\$1,482/unit
Multiple Family	\$ 1,156/unit	\$1,197/unit
Commercial/Industrial	\$8,049/acre of land as platted	\$8,331/acre of land as platted
Park/Common Area (incl. Athletic Fields)	\$450/AC of land as platted	\$466/acre of land as platted

\$5,500 per acre as collected within the Sarpy County Sewer Shed are periodically remitted back to Sarpy County.

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No.1558. Ordinance No. 1558 as originally approved on September 16, 2025 and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this

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

**Section 8. Effective Date.** This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Rachel D. Carl, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD CONTRACT EXTENSION – ON-CALL CITY WIDE CONCRETE PAVING REPAIRS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to award a contract extension to Spencer Management LLC., Omaha, NE for on-call city wide concrete paving repairs in an amount not to exceed \$1,109,500.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

On February 3, 2023, the City of Papillion opened bids for on-call city wide concrete paving repairs. They received 5 bids from local area contractors and Spencer Management LLC was the low bidder. In 2023 Spencer Management was awarded the bid for the resurfacing of 78<sup>th</sup> St., Terry Dr., and Lillian Ave. in La Vista. This work included a significant amount of concrete base repair, and Public Works was extremely pleased with their performance and the corresponding results.

In August of 2023, the City of La Vista executed a similar contract with Spencer Management for on-call city wide concrete paving repairs for the FY24 construction season. Provisions in the contract allow for the City of La Vista and Spencer Management to negotiate annual unit price updates in the contract for up to five years from the original execution date. Public works recommends continuing the contract with Spencer Management for the FY26 construction season utilizing the updated negotiated unit pricing contained within the new contract.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AWARDING A CONTRACT EXTENSION TO SPENCER MANAGEMENT LLC., OMAHA, NEBRASKA FOR ON-CALL CITY WIDE CONCRETE PAVING REPAIRS IN AN AMOUNT NOT TO EXCEED \$1,109,500.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the On-Call City Wide Concrete Paving Repairs are necessary; and

WHEREAS, The FY25/FY26 Biennial Budget provides funding for this project; 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, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a contract extension with Spencer Management LLC., Omaha, Nebraska for the On-Call City Wide Concrete Paving Repairs in an amount not to exceed \$1,109,500.00.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk

## CONTRACT

THIS AGREEMENT made and executed in duplicate, this 21<sup>st</sup> day of October, 2025, by and between the City of La Vista, hereinafter referred to as "Owner" and Spencer Management, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on February 3<sup>rd</sup> 2023, submit to the City of Papillion, the lowest Base Bid for the construction of 2023 On-Call City Wide Paving Repairs dated January 6, 2023,

WHEREAS, the Contractor did on May 7, 2023 enter in agreement with the City of Papillion and subsequent Change Order Number 1 dated May 17, 2023, for the construction of 2023 On-Call City Wide Paving Repairs dated January 6, 2023, and other such work as may be necessary or incidental thereto, which work is described in plans and specifications for the project prepared by the City of Papillion;

WHEREAS, the Contractor did on August 15, 2023 enter in agreement with the City of La Vista for the construction of 2024 On-Call City Wide Paving Repairs, and other such works as may be necessary or incidental thereto, which work is described in plans and specifications for the project prepared by the City of Papillion;

WHEREAS, the Owner, as an adjacent local entity, hereby elects to enter into contract with the Contractor for Items of Work of similar scope and magnitude, inclusive of terms and conditions thereof.

NOW THEREFORE, it is agreed by the parties hereto that the Notice to Contractors, the proposal form, the construction bond, all applicable laws governing the Owner's authority to contract, the plans, specifications, and other contract documents are a part of this contract by reference.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, equipment, labor, materials, transportation and permits required to construct 2026 On-Call City Wide Paving Repairs in accordance with the aforesaid plans and specifications for the following unit prices:

	Description	Approx. Quantities		Unit Price		Amount
<b>Base Bid</b>						
1	5" Uniform Thickness PCC Sidewalk Paving, L6 Mix, Remove & Replace	1000	SF	\$7.00	/ SF	\$7,000
2	PCC Sidewalk Removal	0	SF	\$1.50	/ SF	\$0
3	8" Uniform Thickness PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	9,500	SY	\$85.00	/ SY	\$807,500
4	8" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$80.00	/ SY	\$0
5	9" Uniform Thickness PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$82.00	/ SY	\$0

6	9" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$82.00	/	SY	\$0
7	10" Uniform Thickness 47B-3500 PCC Paving Repair, Broom Finish w/Dowel and Tie Bars Grouted , in place	0	SY	\$95.00	/	SY	\$0
8	Construct Combination Curb & Gutter w/Tie Bar Reinforcement, in place	0	LF	\$32.00	/	LF	\$0
9	Construct PCC Curb Ramp, in place (2 EA)	1000	SF	\$17.00	/	SF	\$17,000
10	Construct Detectable Warning Inserts, in place	100	SF	\$35.00	/	SF	\$3,500
11*	Adjust Manhole to Grade	10	EA	\$750.00		EA	\$7,500
				<b>Total Base Bid</b>			<b>\$842,500</b>
<b>Additional Unit Pricing</b>							
12	Remove and Replace Curb Inlet Top, in place	5	EA	\$4,800.00	/	EA	\$24,000.00
13	Remove and Replace Curb Inlet Box, in place	2	EA	\$9,000.00	/	EA	\$18,000.00
14	Remove and Replace Grate Inlet Top, in place	0	EA	\$4,000.00	/	EA	\$0.00
15	Remove and Replace Grate Inlet Box, in place	0	EA	\$4,500.00	/	EA	\$0.00
16	Convert Curb Inlet to Saddle Creek Grate Inlet, in place	0	EA	\$5,000.00	/	EA	\$0.00
17	Remove Existing Pavement Stripping	0	LF	\$3.00	/	LF	\$0.00
18	24" Wide Preformed Plastic Crosswalk Stripping (Grooved in P.C.C. Pavement), in place	0	LF	\$31.50	/	LF	\$0.00
19	12" Wide Preformed Plastic Stop bars (Grooved in P.C.C. Pavement), in place	0	LF	\$13.00	/	LF	\$0.00
20	4" Wide White Permanent Paint Striping (Grooved in P.C.C. Pavement), in place	0	LF	\$6.00	/	LF	\$0.00
21	PCC Trail Removal	0	SF	\$2.35	/	SF	\$0.00
22	Sod, in place	0	SF	\$9.50	/	SF	\$0.00
23	Permanent "Super Turf 2" Seeding with Erosion control Blanket (N.A.G. S75 or approved equal), in place	0	SY	\$2.50	/	SY	\$0.00
24	Curb & Gutter Removal	0	LF	\$15.00	/	LF	\$0.00
25	Construct Segmental Block Retaining Wall, in place	0	SF	\$45.00	/	SF	\$0.00
26	Construct Black Vinyl Coated Chain Link Fence, in place	0	LF	\$100.00	/	LF	\$0.00
27	Remove and Relocate Existing Sign, in place	0	EA	\$200.00	/	EA	\$0.00
28	Remove Existing Tree 6" to 12"	0	EA	\$500.00	/	EA	\$0.00
29	Remove Existing Tree 12" to 24"	0	EA	\$1,000.00	/	EA	\$0.00
30	Provide, Install, Maintain & Remove Silt Fence, in place	0	LF	\$5.00	/	LF	\$0.00
31	Install, Maintain and Remove Stabilized Construction Entrance	0	EA	\$50.00	/	EA	\$0.00
32	Route and Tar Seal Crack, in place	0	LF	\$5.00	/	LF	\$0.00
33	Tar Seal Joint, in place	0	LF	\$4.00	/	LF	\$0.00
34	8" Uniform Thickness High-Early PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$87.00	/	SY	\$0.00

35	9" Uniform Thickness High-Early PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$92.00	/	SY	\$0.00
36	7" Uniform Thickness PCC Paving w/Type "A" Integral Curb , in place	0	SY	\$79.00	/	SY	\$0.00
37	9" Uniform Thickness PCC Paving w/Type "A" Integral Curb , in place	0	SY	\$80.00	/	SY	\$0.00
38	6" Uniform Thickness Stamped PCC Paving w/brick pattern, in place	0	SY	\$75.00	/	SY	\$0.00
39	6" Uniform Thickness PCC Paving, L6 Mix, in place	2500	SY	\$90.00	/	SY	\$225,000.00
40	Remove and Replace Unstable subgrade (Recycle PCC), if required	0	TONS	\$25.00	/	TONS	\$0.00

These "On-call" services shall be provided by the contractor for a period of **One (1) year following the execution date of this contract.**

**This 2024 On-Call City Wide Paving Repairs contract may be extended on an annual basis for up to five (5) years if mutually agreed to in writing by both the Contractor, and owner, City of La Vista Public Works. Each annual extension will include a revised proposal which will be utilized to negotiate unit pricing. Negotiations will determine increase/decrease in unit quantity and pricing based on national inflation average, increase in labor rates, equipment costs and fluctuation in material pricing. Extension will be agreed upon no later than January 1st of the next calendar year to allow for pricing to be secured.**

Contractor shall also furnish all bonds and insurance certificates and pay all permit fees and any other charges levied or required by any governmental authority exercising control over this project.

Progress payments shall be paid following City Council approval on or about the first and third Tuesday of each month, the Owner will pay the Contractor **ninety (90) percent** of the value of the work completed as of the end of the preceding payment period, as certified by the Engineer. The balance will be paid upon final completion of the work and formal acceptance by the Owner and Engineer.

Contractor must furnish a **one-hundred (100) percent** Contract Performance Bond and a **one-hundred (100) percent** Labor and Material Payment Bond (including **two (2) year** Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

Contract is let subject to the following conditions:

Contractor agrees to commence Target Area and General Repair work within ten (10) calendar days of written request by the City Engineer. Work shall be completed within a mutually acceptable sequence and schedule as determine by the City Engineer or as defined by the special provisions. These "On-call" services shall be provided by the contractor for a period of twelve (12) calendar months following the execution date of this contract. As time is of the essence, for each **calendar** day that any work shall remain uncompleted after the above specified completion date, the

Contractor shall pay to the Owner the sum of **five hundred dollars (\$500)** per **calendar** day, not as a penalty, but as predetermined and agreed liquidated damages.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the **Regulations**), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the **Regulations**, including employment practices when the contract covers a program set forth in Appendix B of the **Regulations**.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **Regulations** relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the **Regulations** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of La Vista, NDOR or the FHWA to be pertinent to ascertain compliance with such **Regulations**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of La Vista, NDOR or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of La Vista shall impose such contract sanctions as it, NDOR or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the **Regulations**, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of La Vista, NDOR or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such

direction, the contractor may request the City of La Vista to enter into such litigation to protect the interests of the City of La Vista and, in addition, the contractor may request the State of Nebraska or the United States to enter into such litigation to protect the interests of the United States.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER\_\_\_\_\_ CONTRACTOR\_\_\_\_\_  
ATTEST\_\_\_\_\_ ATTEST\_\_\_\_\_

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – POOL CONSTRUCTION DESIGN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve an agreement with Water's Edge Aquatic Design, LLC to provide engineering services for the construction design of the Municipal Pool in the amount of \$464,100.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The 2024–2027 Strategic Plan identifies the construction of a new Municipal Pool as part of Goal 3.2 – 84th Street Redevelopment. The former Municipal Pool, originally built in the early 1960's, was demolished in 2024, leaving the community without a public aquatic facility.

Staff recommends approval of an engineering services agreement with Water's Edge Aquatic Design, LLC for professional design services associated with the new Municipal Pool project. The scope of work outlined in the agreement includes site evaluation, schematic design, design development, construction documents, and assistance with the bidding process.

The proposed facility will include approximately 8,000 square feet of water surface area, a bathhouse, concession facilities, filter building, pool deck, and entry sidewalk. An addendum for construction administration services may be considered at a later phase of the project. The pool project works in parallel with the Central Park West Infrastructure project undertaken by TD2. This project scope includes civil site work of the area.

Since 2005 Water's Edge Aquatic Design, LLC has provided the City with professional services that included an aquatic study, public engagement and community input assessment, concept & site planning, and operational cost planning. Due to this extensive background and knowledge of the City's aquatic needs, Water's Edge Aquatic Design, LLC is uniquely qualified to provide continuity and efficiency in the design process for the new Municipal Pool.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WATER'S EDGE AQUATIC DESIGN, LLC. TO PROVIDE ENGINEERING SERVICES FOR THE CONSTRUCTION DESIGN OF THE MUNICIPAL POOL IN AN AMOUNT NOT TO EXCEED \$464,100.00.

WHEREAS, the Mayor and City Council have determined that a professional services agreement for the construction design of the municipal pool are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget includes funding for this project; 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 the City of La Vista, Nebraska, hereby authorize the Mayor to execute a professional services agreement with Water's edge Aquatic Design, LLC., Kansas City, Kansas to provide engineering services for the construction design of the municipal pool in an amount not to exceed \$464,100.00.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an agreement ("Agreement") effective as of the date of last signature below between Waters Edge Aquatic Design, LLC ("Engineer") and the City of La Vista, Nebraska ("Owner").

The Owner intends to evaluate, plan, design, and construct a new outdoor aquatic center ("PROJECT") within areas preliminarily described or depicted in Appendix F ("AQUATIC CENTER SITE"), including without limitation site work, appurtenances, an approximate water surface area of 8,000 s.f., and bathhouse, concession facilities, filter building, pool deck, entry sidewalk and other facilities determined during the conceptual plan process and approved by Owner, subject to potential minor adjustments approved by Owner. Except as otherwise provided in this Agreement, any provision of this Agreement requiring approval, agreement, authorization or acceptance of Owner shall require prior approval, agreement, authorization or acceptance of the City Administrator or City Engineer of Owner in writing. Provided, however, any amendment of this Agreement or Change Order also requires prior approval of the City Council of Owner.

Owner intends to construct parking, drives, public areas and other facilities ("OTHER PUBLIC IMPROVEMENTS") within areas adjacent to the AQUATIC CENTER SITE, as preliminarily described or depicted in Appendix F ("ADJACENT SITE"). Owner will separately contract for professional engineering services in connection with design and construction of OTHER PUBLIC IMPROVEMENTS within the ADJACENT SITE. Actual areas, dimensions and boundaries of the PROJECT SITE and ADJACENT SITE will be determined by the City Engineer of Owner or his designee.

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing and paying for Engineering Services in connection with the PROJECT.

Owner and Engineer, in consideration of their mutual understanding as set forth herein, agree that Engineer will provide professional engineering services for the design and construction of the PROJECT in accordance with the terms and conditions of this Agreement, including without limitation provisions governing the scope of work, methods of delivery, fees, and general conditions. This Agreement incorporates by reference all Appendices and Exhibits referred to in this Agreement, including without limitation the following:

- Terms and conditions - Appendix A.
- Engineer's Services - Appendix B.
- Owner's Responsibilities - Appendix C.
- Insurance information - Appendix D.
- Billing Rates (2025) – Appendix E.
- Aquatic Center Project and Site – Appendix F
- Anticipated Schedule- Appendix G
- Resource Projection – Fee Breakdown- Appendix H

The Owner hereby agrees to give the Engineer all its planning and design criteria, Owner design and construction standards, and full information as to the Owner's requirements for the PROJECT.

This Agreement represents the entire and integrated agreement between the Engineer and the Owner, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument approved by the City Council of Owner and signed

Aquatic Center Agreement  
La Vista, NE

by both the Engineer and the Owner. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

Waters Edge Aquatic Design, LLC " Engineer "	City of La Vista " Owner "
By: _____	By: _____
Print Name: Jeff A. Bartley	Print Name: _____
Print Title: Principal	Print Title: Mayor _____
Date: _____	Date: _____

## APPENDIX A - TERMS AND CONDITIONS

### SERVICES OF ENGINEER

1.01 Scope. Engineer shall have the responsibilities set forth in this Agreement, including without limitation:

- A. Engineer will provide evaluation, concept planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. Engineer will serve as Owner's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to Owner during the performance of its services.
- C. Engineer will provide the Basic Services outlined and described in Appendix B of this Agreement.
- D. Engineer will provide Additional Services only following prior authorization by the Owner.

### OWNER'S RESPONSIBILITIES

2.01 Scope

- A. Owner shall have the responsibilities set forth in this Agreement.

### TIMES FOR PROVIDING SERVICES

3.01 General

- A. Engineer will provide professional engineering services in accordance with the schedule specified in attached Appendix G which is incorporated herein by this reference ("Schedule"), subject to potential extension for a period of time that may reasonably be required for the completion of said services due to delays beyond the reasonable control of Engineer, as approved in advance by Owner.
  1. If Owner requests changes in scope, extent, or character of the PROJECT that require additional time or services of Engineer, the time of performance or compensation for Engineer's services shall be adjusted equitably as reasonably necessary and agreed by Engineer and Owner in writing.
  2. Owner understands that Engineer cannot guarantee a construction completion date because construction activities are the Contractor's responsibility. For purposes of this Agreement "Contractor" means the contractor that Owner selects to construct the Project.
  3. The Owner and Engineer are aware that unforeseeable factors outside the Engineer's reasonable control arising after this Agreement is entered may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices, and in accordance with the Schedule and professional standards governing such services.

3.02 Suspension

- A. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly

from any delays for unforeseeable causes beyond the Engineer's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in accordance with this Agreement, the Engineer shall be entitled to a reasonable adjustment in schedule or compensation as agreed in advance by Engineer and Owner in writing.

B. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of Engineer, necessitating services of Engineer that are additional to the services specified in this Agreement, Engineer will be entitled to equitable and agreeable adjustment of compensation provided in this Agreement, as reasonably necessary to compensate Engineer for such additional services, determined based on the rates provided in Appendix E, and agreed by Owner and Engineer in writing. For purposes of this Agreement, "Contract Documents" means the Construction Agreement between Contractor and Owner for construction of the Project, in form and content satisfactory to Owner and including without limitation all plans, specifications, general and supplementary terms and conditions, and other documents or instruments incorporated into the Construction Agreement by reference.

## **PAYMENT TO ENGINEER**

### **4.01 Compensation**

A. General: In addition to other requirements of this Agreement, compensation is based on the following:

1. A traditional design-bid-build delivery process with one prime contractor.
2. Fees for special consultants (e.g. geotechnical consultant, topographic site survey, testing agencies, etc...) are not included. These consultants are generally contracted independently from this Agreement. If special consultants are required within this agreement, consultants and fees for such services will be negotiated at the time based on the required scope of work, subject to approval of Owner.
3. Engineer will furnish digital sets of the plans and specifications to the Owner. Printed sets required for permitting, Owner's review, bidding, or for construction will be furnished at the cost of reproduction and paid for by others (e.g. Owner, Bidders, or Contractor).

B. The Owner agrees to compensate the Engineer for the consulting services provided under this Agreement based on the following:

Lump Sum Amount:

a. Schematic Design	\$ 68,000
b. Design Development	\$ 68,000
c. Construction Documents	\$ 319,600
d. Bidding	\$ 8,500
e. <u>Construction Administration</u>	<i>(not included. To be authorized by addendum)</i>

Total (Excluding Construction Admin.) \$ 464,100

A break-down of the lump sum fees and resources is attached in Appendix H.

- C. Fees are based upon an assumed construction budget of approximately \$8M, without contingencies.
- D. Expenses: Direct travel expenses for authorized site visits to the project site or other authorized travel will be billed separately at cost in accordance with the rates shown in Appendix E. Bulk printing (i.e. bid/ construction documents) will be printed through third parties and invoiced at its direct costs to interested suppliers and contractors.
- E. Compensation for additional or redesign services requested by OWNER during the Construction Phase, that are not necessitated by any error or omission of Engineer, will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise. Any such compensation will be subject to prior written approval of Engineer and Owner.

#### 4.02 Other Payment Provisions

- A. Invoices will be prepared using Engineer's standard practices and shall clearly identify the level of progress claimed, and include any supporting documentation requested by Owner.
- B. Payment Due: Invoices shall be submitted by the Engineer monthly in proportion to services provided, and undisputed amounts are due upon presentation, and shall be considered past due if not paid within forty-five (45) calendar days of receipt by Owner.
- C. Suspension of Services: If the Owner fails to make payments of undisputed amounts when due or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon thirty (30) calendar days' notice to the Owner and failure of the Owner to cure within thirty (30) days thereafter. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any material breach of this Agreement that is not cured by the Owner. Upon payment in full of such undisputed amounts or cure of such material breach by the Owner, the Engineer shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted if necessary to compensate for any additional time or services required as a result of the period of suspension plus any other reasonable time and expense necessary for the Engineer to resume performance.
- D. If the Owner objects to any portion of an invoice, the Owner shall notify the Engineer in writing within thirty (30) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- E. Payments to the Engineer shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Owner of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses.
- F. Pursuant to section 6.05, in the event of any termination of this Agreement, Engineer will be

entitled to invoice the Owner and will be paid the undisputed amount for all services performed or furnished to the satisfaction of Owner and all undisputed reimbursable expenses incurred through the effective date of termination.

## OPINIONS

### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable construction costs for the PROJECT will be made on the basis of Engineer's professional judgment and experience.
- B. The Owner understands that the Engineer has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions.
- C. Engineer makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by Engineer.

### 5.02 Opinions of Facility Operating Expenses and Revenue Projections

- A. Engineer's opinions of facility operating expenses and revenue projections for the PROJECT will be made on the basis of Engineer's professional judgment, experience, and historical data obtained from other similar facilities.
- B. The Owner understands that the Engineer has no control over the cost or availability of labor, utilities, supplies, materials, equipment, or services provided by others, or over market conditions.
- C. Engineer makes no warranty, express or implied, that actual operating expenses or projected revenues will not vary from opinions of facility operating expenses and revenue projections prepared by Engineer.

## GENERAL CONSIDERATIONS

### 6.01 Performance Standards

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill normally furnished by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality.
- B. Engineer and Owner shall comply with applicable laws and regulations, including without limitation any laws, rules, regulations or required standards of Owner. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the Owner's responsibilities or to Engineer's scope of services, compensation, or times of performance, any of which modifications shall be subject to agreement of Engineer and Owner in writing.
- C. Except for any documents or instruments specified in the scope of services of Engineer under this Agreement or reasonably necessary for Engineer to perform such services, the Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the

availability or cost of its professional or general liability insurance.

D. As used herein, the word certify shall mean an expression of the Engineer's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Engineer.

#### 6.02 Project Representatives

A. At the start of the PROJECT, Engineer and Owner shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the Engineer and responsibilities of Owner under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party, except as otherwise provided by this Agreement or applicable laws, rules or regulations.

#### 6.03 Use of Documents

A. All documents Engineer creates in the performance of this Agreement ("Documents") are instruments of service in respect to this PROJECT, and Engineer will retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the PROJECT is completed.

B. Owner shall have a nonexclusive license in perpetuity to use such Documents as Owner determines necessary or appropriate, including without limitation the right to make, retain and use copies of such Documents for information, reference and otherwise in connection with the PROJECT, or its use, maintenance and repair. Not in limitation of the immediately preceding sentence, Owner understands that such Documents are not intended or represented by Engineer to be suitable for reuse by Owner or others on extensions of the PROJECT or on any other project.

C. If the Engineer for any reason is not allowed to complete all the services called for by this Agreement, the Engineer shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the Engineer if used, reused, changed or completed by the Owner or by another party. Provided, however, this provision shall not relieve Engineer of liability for any material breach of this Agreement.

#### 6.04 Insurance

A. Engineer will procure and maintain insurance as set forth in Appendix D.

B. The Contract Documents will require Contractor to purchase and maintain such general liability and other insurance as specified in the Contract Documents.

#### 6.05 Termination

A. In the event of termination of this Agreement by either party, within forty-five (45) calendar days of termination the Engineer shall deliver to Owner all Documents, in whatever form or state of completion existing as of the termination date and Owner shall pay the Engineer for all services rendered to the satisfaction of Owner and all undisputed reimbursable costs irrevocably incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement. Unless Engineer is legally liable.

B. The Owner may terminate this Agreement for the Owner's convenience and without cause

upon giving the Engineer not less than forty-five (45) calendar days written notice.

C. Either party may terminate this Agreement for cause upon giving the other party not less than forty-five (45) calendar days written notice for any of the following reasons.

1. Material breach by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
2. Assignment of this Agreement or any rights or obligations hereunder, or transfer of the Project, in whole or in part, by either party to any other entity without the prior written consent of the other party.
3. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the additional services, compensation and schedule adjustments necessitated by such changes.

D. In the event of any termination by Owner pursuant to section 6.05(B), the Owner shall pay the Engineer, in addition to payment of undisputed amounts for services rendered and reimbursable costs incurred pursuant to section 6.05(A) above, for all undisputed expenses caused by the early termination of this Agreement that are reasonably and irrevocably incurred by the Engineer.

#### 6.06 Successors, Assigns, and Beneficiaries

A. Neither Owner nor Engineer may assign, sublet, or transfer any rights or obligations under or interest (including, but without limitation, performance of services or monies that are due or may become due) in this Agreement without the prior written consent of the other, except if mandated by law.

#### 6.07 Third-Party Beneficiaries

A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Engineer. The Engineer's services under this Agreement are being performed solely by Engineer for the Owner's benefit, and the parties intend that no other party or entity shall perform such services or have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder.

#### 6.08 Jobsite Safety

A. The Owner agrees that the General Contractor shall be solely responsible for jobsite and worker safety.

#### 6.10 Controlling Law

A. This Agreement is governed by the law of the State of Nebraska. Any lawsuit arising out of or resulting from this Agreement shall be filed in the District Court of Nebraska, Sarpy County, Nebraska.

#### 6.11 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of forty-five (45) days from the date that Owner or Engineer provides written notice of a dispute to the other party.
- B. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

#### 6.12 Hazardous Environmental Conditions

- A. Owner represents to Engineer that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the Engineer's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

#### 6.13 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.14 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.15 Betterment

- A. If a Change Order to the Contract Documents resulting in increased costs of the Project is necessitated by any act or omission of Engineer, including without limitation any error in the design of the Project, Owner shall be entitled to an amount equal to damages caused by such act, omission or error. Engineer shall pay such sum to Owner.

#### 6.16 Construction Management

- A. If the Owner elects to employ a construction manager that was not contemplated when the parties entered this Agreement, the Owner will promptly notify the Engineer of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the Engineer. If the employment of such construction manager by the Owner will require additional time or services of the Engineer to prepare for, coordinate with or respond to the construction manager, the Engineer shall be entitled to an equitable adjustment in fees or time as reasonably necessary for such additional time or services, subject to prior approval of Owner.

#### 6.17 Permits and Approvals

- A. The Engineer shall assist the Owner in applying for those permits and approvals normally required by law for projects similar to the one for which the Engineer's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate

regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the Engineer and included in the scope of Basic Services of this Agreement.

## DEFINITIONS

### 7.01 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
  - 1. **CERTIFY, CERTIFICATION:** A statement of the Engineer's opinion, based on his or her observation of conditions, to the best of the Engineer's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the Engineer's certification shall not relieve the Owner or the Owner's contractors of any responsibility or obligation they may have by industry custom or under any contract.
  - 2. **COST ESTIMATE:** An opinion of probable construction cost made by the Engineer. In providing opinions of probable construction cost, it is recognized that neither the Owner nor the Engineer has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the Engineer's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Owner's budget or from any opinion of probable cost prepared by the Engineer.
  - 3. **DAY, DAYS:** A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
  - 4. **INSPECT, INSPECTION:** The visual observation of construction to permit the Engineer, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the Engineer makes no guarantee for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The Engineer shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.
  - 5. **RECORD DRAWINGS:** Drawings prepared by the Engineer upon the completion of construction based upon the as-built drawings and other data furnished to the Engineer by the Contractor showing significant changes in the Work made during construction. Because Record Drawings are prepared based on unverified as-built information provided by Contractor, the Engineer will not be responsible for the accuracy or completeness of any such information that Engineer reasonably relies upon to prepare the drawings.
- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition). If any provisions of such Article 7 conflict with any provisions of this

Aquatic Center Agreement  
La Vista, NE

Agreement, the provisions of this Agreement shall govern and control.

## APPENDIX B - ENGINEER'S SERVICES

**ENGINEER WILL PROVIDE EVALUATION, PRELIMINARY DESIGN, FINAL DESIGN, BIDDING, CONSTRUCTION ADMINISTRATION, AND POST CONSTRUCTION SERVICES FOR THE PROJECT AS SET FORTH BELOW.**

### BASIC SERVICES

#### 1.01 Phase I - Schematic Design Services

- A. Evaluate the site based on visual or other information gathered by Engineer or supplied by Owner.
- B. Meet to confirm the project design criteria such as aquatic facility size, features, deck area, concession area, and bathhouse floor plan.
- C. Focus all that we hear into feasible design criteria.
- D. Provide a summary report outlining the project.
- E. Using the design criteria, create a new schematic design to adapt to the site location for review and comment.
- F. Create summary of features and surface areas for each concept.

#### 1.02 Phase II - Preliminary Design/Design Development

- A. Engineer will complete the following Design Development Phase tasks:
  1. Engineer will use available information from the evaluation and concept phase as the basis for the pool layout and design criteria.
  2. Engineer's work will include pool site development. Engineer will coordinate pool facilities within the available site.
  3. When the Design Development is complete, Engineer will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, Engineer will adjust the design and prepare the final Preliminary Design documents.
  4. At the conclusion of the Design Development phase, Engineer will make a final presentation to the group designated by Owner. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. Engineer will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. Engineer will provide a colored layout drawing for the recommended pool design.

#### 1.03 Phase III - Final Design/Construction Documents

- A. After acceptance by Owner of the Design Development documents, Engineer will:
  1. On the basis of the above acceptance, prepare final engineering design and prepare final construction documents including bidding documents, specifications and drawings indicating the scope, extent, and character of the work to be performed and furnished by

Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.

2. Provide design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist Owner in consultations with appropriate authorities.
3. Prepare and furnish Final Construction Documents for review and approval by Owner.
4. The number of prime contracts for work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1).
5. Engineer will provide an updated opinion of probable cost of the PROJECT.

B. Engineer's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted in writing by the Owner. Under this Agreement Engineer will furnish two (2) final sets of the plans and specifications to the Owner. If requested, additional sets will be furnished at the cost of reproduction.

#### 1.04 Phase IV - Bidding

- A. After acceptance by Owner of the Bidding Documents, and upon written authorization by Owner to proceed Engineer will:
  1. Assist Owner in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Assist Owner in evaluating the low bidder's proposal. Furnish and assist in assembling up to four (4) sets of Contract Documents for execution by Owner and Contractor.
  4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

### **ADDITIONAL SERVICES**

#### 2.01 Scope of Additional Services

- A. Engineer will advise Owner as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of Engineer's Basic Services, and assist Owner in obtaining such data and services.
- B. If authorized in advance in writing by Owner, Engineer will furnish or obtain from others Additional Services of the types listed below. Owner will pay for these services, if provided by Engineer, based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.

1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by Owner.
3. Services resulting from significant changes by Owner in the scope, extent, or character of the portions of the PROJECT designed or specified by Engineer or its design requirements after final Owner approval.
4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
5. Services required for re-design as a result of substitute products during the construction phase.
6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by Owner or others.
7. Services required as a result of Owner's providing incomplete or incorrect PROJECT information with respect to Appendix B.
8. Services during authorized out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
10. Providing construction surveys and layouts to enable Contractor to perform its work.
11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
12. Preparing to serve or serving as engineer or witness for Owner in any litigation, arbitration or other dispute resolution process related to the PROJECT, except for any litigation, arbitration or other dispute resolution process between Owner and Engineer. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.
13. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
14. Providing an enhanced or detailed pool operations manual.
15. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

**END OF APPENDIX B**

## APPENDIX C - OWNER'S RESPONSIBILITIES

### THE AGREEMENT IS AMENDED AND SUPPLEMENTED TO INCLUDE THE FOLLOWING AGREEMENT OF THE PARTIES.

0.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish copies of all design and construction standards that Owner will require to be included in the Drawings and Specifications. Furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- C. Furnish to Engineer any other available information of Owner that is pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Provide topographic survey for the Site, if needed.
- E. Provide geotechnical engineering services in connection with explorations and tests of subsurface conditions at the Site including providing a written report with recommendations.
- F. If demolition of existing facilities is required, provide a building materials assessment for identification of hazardous materials, such as asbestos, and have such materials removed and disposed of properly before start of construction.
- G. Following Engineer's assessment of initially-available PROJECT information and data and upon Engineer's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.
- H. Give prompt written notice to Engineer whenever Owner knows of (i) a Hazardous Environmental Condition or any other development that will affect the scope or time of performance of Engineer's services, or (ii) any defect or non-conformance in Engineer's services or in the work of any Contractor.
- I. Authorize Engineer to provide Additional Services as required and approved in advance by Owner.
- J. Arrange for safe access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services under the Agreement.
- K. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or Engineer's as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- L. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by Engineer.
- M. Provide, as required for the PROJECT and Owner determines necessary or appropriate:

1. Accounting, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the PROJECT as Owner requires, Contractor raises, or Engineer reasonably requests, subject to applicable attorney-client privilege.
3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the work with appropriate professional interpretation thereof.

**END OF APPENDIX C**

## APPENDIX D - INSURANCE

### THE AGREEMENT IS AMENDED AND SUPPLEMENTED TO INCLUDE THE FOLLOWING AGREEMENT OF THE PARTIES.

0.01 The limits of liability for the insurance required by this Agreement are as follows:

0.02 0.02

A. By Engineer:

1. Workers' Compensation: Statutory

2. Employer's Liability:

a. Each Accident \$500,000

b. Disease, Policy Limit \$500,000

c. Disease, Each Employee \$500,000

3. General Liability, subject to increased limits specified in section 4 below:

a. Each Occurrence (Bodily Injury and

Property Damage) \$1,000,000

b. Personal and advertising injury \$1,000,000

c. Products - completed operations aggregate \$2,000,000

d. General Aggregate \$2,000,000

4. Excess or Umbrella Liability:

a. Each Occurrence \$2,000,000

b. General Aggregate \$2,000,000

5. Automobile Liability:

a. Combined Single Limit (Bodily Injury and

Property Damage and Hired and Non-Owned

Auto Liability) Each Accident \$1,000,000

6. Professional Liability Insurance

a. Limits of \$2,000,000 per claim and \$5,000,000 annual aggregate

b. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision.

7. Policies of insurance will include the Owner and all officials, officers, employees and agents of the Owner as additional named insureds, with no subrogation rights against any of them.

Aquatic Center Agreement  
La Vista, NE

Certificates will be furnished to the Owner on a current accord certificate form including 30 days notification of cancellation to the certificate holder.

**END OF APPENDIX D**

## APPENDIX E - BILLING RATES (2025)

### THE AGREEMENT IS AMENDED AND SUPPLEMENTED TO INCLUDE THE FOLLOWING AGREEMENT OF THE PARTIES.

0.01 For purposes of determining any additional compensation of Engineer for any Additional Services approved in advance by Owner, the following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

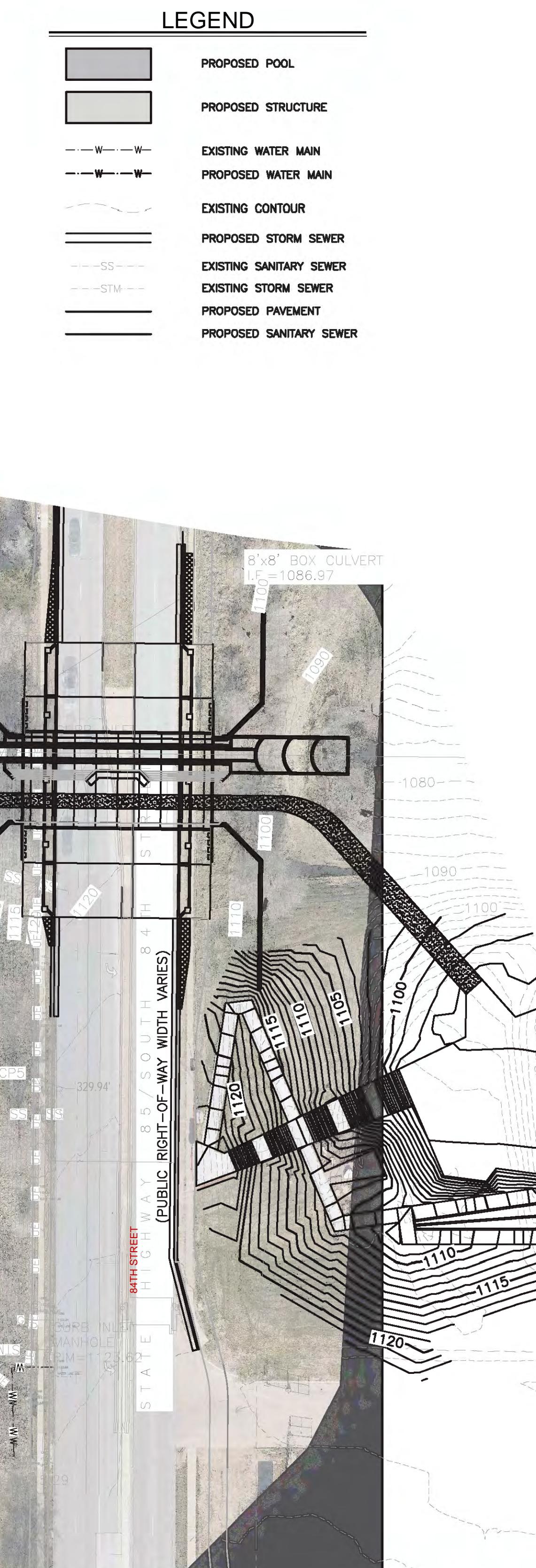
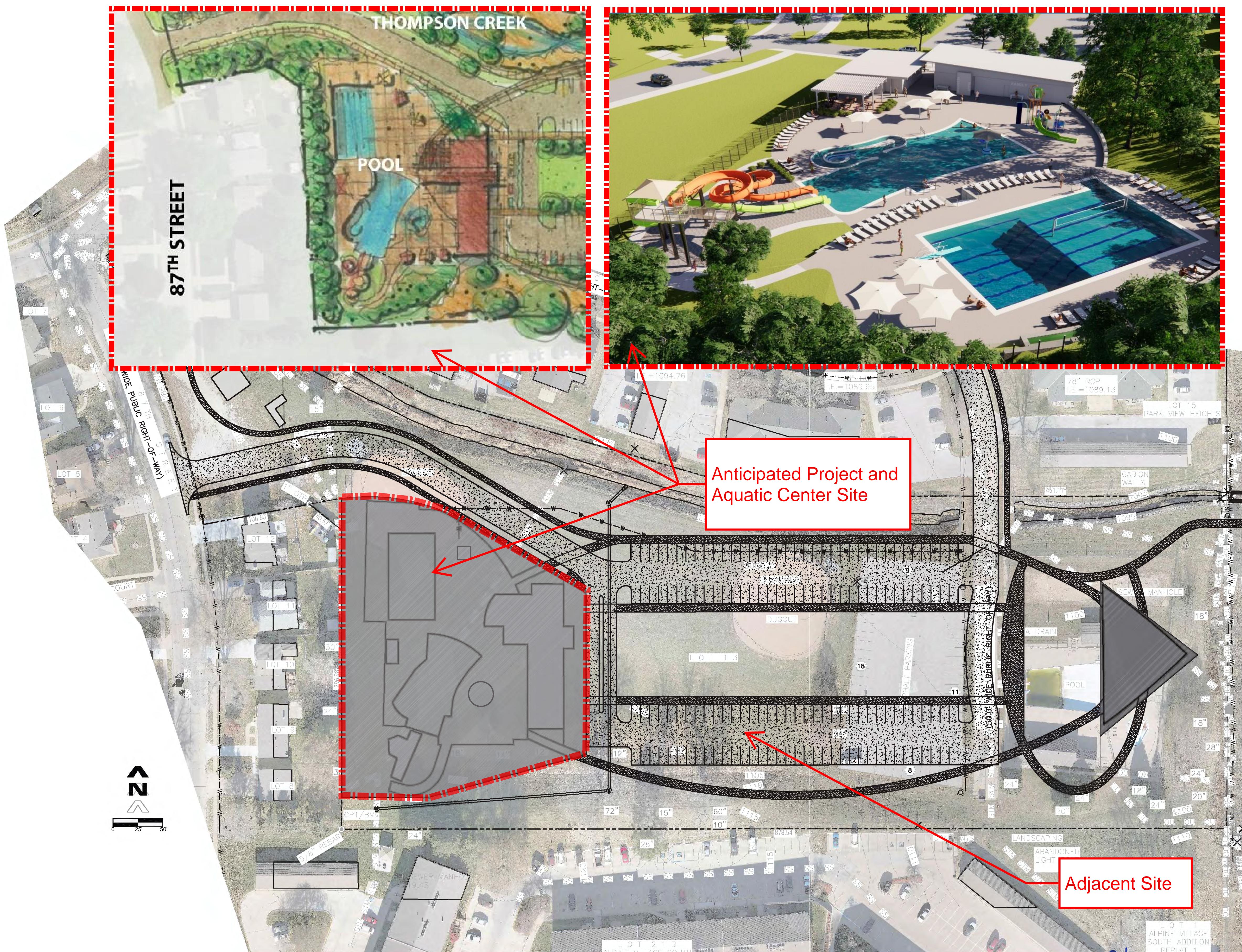
Principal Engineer	\$185 to \$225 per hour
Design Engineer/ Project Manager	\$125 to \$185 per hour
Engineer-in-Training / Intern	\$100 to \$125 per hour
Project Designer/Manager	\$100 to \$150 per hour
Project Designer	\$90 to \$130 per hour
Aquatics Planner/ Operations Analyst	\$110 to \$145 per hour
Business/Community Development	\$90 to \$115 per hour
Administrative Assistant	\$80 to \$100 per hour

### 0.02 Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the Owner for their project, such as renderings, models, testing or other special items. The Owner must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
  1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
  2. Mileage costs are billed at the IRS-approved rate.
  3. Lodging including motel costs and all related taxes.
  4. Meals including tips (no alcohol).
  5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

### END OF APPENDIX E

# APPENDIX F - AQUATIC CENTER PROJECT AND SITE



thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 [www.td2co.com](http://www.td2co.com)  
dba: TD2 Engineering & Surveying  
NE CA-0199

# Project Name

# LaVista Civic Lawn and Pool

## Project Location

Client Name

Professional Seal

# PROGRESS PRINT

## NOT TO BE USED FOR CONSTRUCTION

DATE PRINTED: October 6, 2025

Drawn By: RBR      Reviewed By: BPH  
Job No.: 171-429      Date: 10-06-25

# Sheet Title

# Park Layout

Sheet Number

## EX-1

## APPENDIX G - ANTICIPATED PROJECT SCHEDULE

Milestone	Duration (days)	Tentative Date
Notice to Proceed	0	Monday, November 3, 2025
<b>Schematic Design Package</b>	46	Friday, December 19, 2025
SD Review	21	Friday, January 9, 2026
<b>Design Development Package</b>	<b>59</b>	<b>Monday, March 9, 2026</b>
DD Review	14	Monday, March 23, 2026
<b>Construction Documents/ Permit Set</b>	<b>189</b>	<b>Monday, September 28, 2026</b>
50% CDs	59	
50% CD Review	14	
90% CDs	65	
90% CD Review	21	
Permit Set	30	
Permit Review - Comments from City and State	46	Friday, November 13, 2026
<b>Respond to Permitting</b>	<b>31</b>	<b>Monday, December 14, 2026</b>
Final Bid Set	90	Sunday, March 14, 2027
<i>Hold for Bidding</i>	90	<i>Saturday, June 12, 2027</i>
<b>Advertise for Bid</b>	<b>1</b>	<b>Sunday, June 13, 2027</b>
<b>Receive Bids</b>	<b>46</b>	<b>Thursday, July 29, 2027</b>
<b>Award Bid to Contractor</b>	<b>11</b>	<b>Tuesday, October 12, 2027</b>
<b>Funds Available for Construction</b>		<b>Friday, October 1, 2027</b>
Contractor Mobilize/ Pre-Con	13	Monday, October 25, 2027
Construction Duration/ Substantial Completion	525	Monday, April 2, 2029
Punchlist/Final Completion	30	Wednesday, May 2, 2029
Training/ Grand Opening	23	Friday, May 25, 2029

## APPENDIX H

Resource Projection - La Vista NE Aquatic Center

Date: 10/13/25

## Consultant (2026 Hourly Rates)

	\$ 225 /hr	\$ 205 /hr	\$ 190 /hr	\$ 175 /hr	\$ 160 /hr	\$ 140 /hr	\$ 125 /hr	\$ 125 /hr	Task Totals
<b>Task: Schematic Design (2 mo.s)</b>	\$ 14,625	\$ -	\$ 1,520	\$ -	\$ 640	\$ 7,980	\$ 4,250	\$ 8,750	\$ 30,250
Progress/Coordination Meetings (every other week)	65	0	8	0	4	57	34	70	238 hrs
Internal Design Team Meetings							8	8	8
Pre-SD Production Discovery			3						
Site/Utility Review and Discovery			2						
Pre-Design Codes Review and Discovery			1			4	2		
Preliminary Features and Amenities Review			4				10		
Schematic Plan Workshops with City			8				8		
Schematic Plan Workshops - Design Team			8				8		8
Schematic Design Production			6				9	10	40
Quality Control Reviews						8			
Deliverable Production of Schematic Design Package			2					2	2
SD Package Review			4				4		2
Geotechnical Scope Development			4					4	
Budgeting/Opinion of Cost			7					10	10
Subconsultants									
Architecture/Structural									\$ 12,000
Landscape Architecture									\$ 10,000
Mechanical, Electrical, Plumbing									\$ 8,250
<b>Task: Design Development (2 mo.s)</b>	\$ 12,825	\$ -	\$ 1,520	\$ -	\$ -	\$ 11,060	\$ 2,750	\$ 9,625	\$ 30,250
	57	0	8	0	0	79	22	77	243 hrs
Progress/Coordination Meetings			8				8		
Internal Design Team Meetings			8				8	8	8
Site/Utility Coordination			2					2	2
Pre-Design Codes Review and Discovery			1				2		2
Aquatic Features and Amenities Final Selection			2				10		
Pool Mechanical Equipment Review and Selection			2				10		
Design Development Workshops with City			8				8		
Design Development Workshops - Design Team			8				8		8
Design Development Production			3				9		50
Internal Discipline Plan Coordination Review			2				2		
Quality Control Reviews						8			
Deliverable Production of Design Development Package			2				2	2	2
DD Package Review			4				4		
Geotechnical Report Review			2					2	1
Budgeting/Opinion of Cost			5				6	10	4
Subconsultants									
Architecture/Structural									\$ 12,000
Landscape Architecture									\$ 10,000
Mechanical, Electrical, Plumbing									\$ 8,250
<b>Task: Construction Documents and Permitting (6 mo.s)</b>	\$ 60,300	\$ -	\$ 3,800	\$ -	\$ -	\$ 40,460	\$ 23,750	\$ 119,000	\$ 72,250
	268	0	20	0	0	289	190	952	1719 hrs
Progress/Coordination Meetings			24				24		24
Internal Design Team Meetings			24				24		24
Construction Contract Development and Review			30					14	
50% CD Production - Plans and Technical Specifications			35				40	40	300
50% CD Deliverable - Collection and Packaging			2				4	4	4
50% CD Internal Review and Coordination			8				8	4	4
50% CD Page Turn with City			8				8	4	4
90% CD Production - Plans and Technical Specifications			30				40	40	300
90% CD Deliverable - Collection and Packaging			1				4	4	4
90% CD Internal Review and Coordination			8				8	4	4
90% CD Page Turn with City			8				8	4	4
Permit Set Production - Plans and Technical Specifications			30				36	36	220
Permit Set Deliverable - Collection and Packaging			2				4	4	4
Permit Set - Internal Review and Coordination			8				8	4	4
Permit Set - Page Turn with City			8				8	4	4
Receive and Review Permit Review Comments			8				8	4	4
Revise Documents and Produce Revisions			12				25	8	32
Produce Bid Set			2				4	4	4
Quality Control Reviews			10		20			8	
Budgeting/Opinion of Cost			10				20	8	8
Subconsultants									
Architecture/Structural									\$ 32,000
Landscape Architecture									\$ 25,000
Mechanical, Electrical, Plumbing									\$ 15,250
<b>Task: Bidding</b>	\$ 4,275	\$ -	\$ -	\$ -	\$ -	\$ 1,960	\$ -	\$ 2,250	\$ -
Issue for Bid:	19	0	0	0	0	14	0	18	0
Pre-Bid Meeting:			2				4	4	
Receive/Review Comments and Produce Addenda			8						
Review Bids / Contractor Recommendation			6				10		14
			3						

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 1 – REFLECTIONS PLAZA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	GARRETT DELGADO CIVIL ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve Change Order No.1 to the contract with Mackie Construction to provide additional items of work on Reflections Plaza for an increased amount of \$21,261.70.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

Following a request for bids, a contract with Mackie Construction in the amount of \$438,499.79 was approved on April 15, 2025, for the construction of Reflections Plaza in Central Park. You might recall that at the time of the bid there were questions and ongoing discussion regarding the best and most efficient way to relocate OPPD overhead power lines to facilitate construction of the proposed plaza design. The City wanted to get the project underway in order to complete it this year and executed a contract for the full amount of the bid which included the cost to bury the OPPD lines underground at a cost of over \$57,000.

Subsequent conversations with OPPD took place and ultimately it was agreed that an above ground reroute of the power lines could be accomplished. Ultimately, OPPD quoted a cost of \$21,420.11 for this work and agreed to split that cost with the City. The City's portion of this relocation work was reduced to \$10,710.05, resulting in a savings of over \$46,000 to the original contract.

The change order being presented is for \$21,261.70 and includes the addition of a backflow preventer required by MUD, relocation of the Bluestar Memorial from City Hall to Reflections Plaza, an LED flagpole light for the American flag, and replacing the 20-foot American flag flagpole with a 25-foot flagpole. These items were not included in the original contract. With this change order we are still approximately \$25,000 below the original contract amount.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH MACKIE CONSTRUCTION, LA VISTA, NEBRASKA TO PROVIDE FOR ADDITIONAL ITEMS OF WORK ON REFLECTIONS PLAZA FOR AN INCREASED AMOUNT OF \$21,261.70.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the Reflections Plaza project is necessary; and

WHEREAS, The FY25/FY26 Biennial Budget provides funding for this project; 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, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 1 to the contract with Mackie Construction, La Vista, Nebraska to provide for additional items of work on Reflections Plaza for an increased amount of \$21,261.70.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk

Change Order No. 1

DATE: October 6, 2025

PROJECT: Central Park Reflections Plaza

TD2 File NO.: 171-400

OWNER: City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, NE 68128

CONTRACTOR: Mackie Construction, Inc.  
14565 Portal Circle STE 117  
La Vista, NE 68138

CONTRACT DATE: April 29, 2025

DESCRIPTION OF CHANGES:

ADDITIONS:

Item	Description	Quantity	Unit	Unit Price	Amount
CO-1.1	Add Backflow Preventor, Valve Control Vault w/ Decorative Cover, and Electrical Power Switch Lock Box with Pedestal	1	EA.	\$ 8,042.70	\$ 8,042.70
CO-1.2	Add One (1) new LED Flag Pole Light and Relocate Blue Star Memorial Sign	1	EA.	\$ 9,012.00	\$ 9,012.00
CO-1.3	Remove and Replace Existing Flagpole with (1) 25' Flagpole	1	EA.	\$ 4,207.00	\$ 4,207.00

TOTAL ADDITIONS = \$21,261.70

TOTAL DEDUCTIONS = (\$ 0.00)

NET CHANGE IN CONTRACT PRICE = \$ 21,261.70

ORIGINAL CONTRACT PRICE = \$ 438,499.79

REVISED CONTRACT PRICE = \$ 459,761.49

Reasons for Changes:

CO-1.1 During M.U.D.'s review of the water main tap for the fountain feature, they indicated that a backflow preventer must be installed to prevent any flows from the fountain feature from recirculating back into the line. The decorative cover will be used to hide the backflow preventer due to its close proximity to the plaza area.

CO-1.2 Lighting for the flagpoles was discussed initially, but was not part of the original project contract. After discussion with La Vista staff, one led light is proposed to illuminate the American Flag. The Bluestar Memorial Sign, which is currently located near City Hall, will be relocated to the plaza area.

CO-1.3 The seven proposed flagpoles in the plaza area were originally planned to all be the same height. After discussion with La Vista staff, it is desired to have the American flag higher than the other six flag poles. The existing 20' tall pole will be replaced with a 25' tall pole.

Respectfully submitted,



Trevor Veskna, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

THE CITY OF LA VISTA, NEBRASKA

MAYOR

CLERK

MACKIE CONSTRUCTION, INC.

 BY PM

TITLE

Attest

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE CONTRACT AMENDMENT – PURCHASE OF TASER EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize an amendment to the five-year supply agreement to purchase Taser equipment from Axon Enterprise, Inc., Scottsdale, Arizona, bringing the total contract amount to \$189,353.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

On July 15, 2025, the City Council authorized the purchase of new Taser X equipment from Axon Enterprise, Inc. Scottsdale, Arizona, to replace the current equipment which is reaching the end of its life cycle and will not be serviced or repairable after December 31, 2025. The equipment included 35 Tasers, 35 holsters, cartridges and darts, and a virtual reality training setup.

The contract authorized a total expenditure over five years of \$165,577. That figure was based on a quote received earlier this year and when the department went to actually place the order they were informed that prices had increased and the total five year cost would now be \$189,353. The proposed amendment to the contract is for the difference of \$24,776.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AMENDMENT TO THE FIVE-YEAR SUPPLY AGREEMENT FOR THE PURCHASE OF TASERS FROM AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA IN THE AMOUNT OF \$24,776, BRINGING THE TOTAL CONTRACT AMOUNT TO \$189,353.

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

WHEREAS, the City Council authorized the purchase of Tasers on July 15, 2025 in an amount not to exceed \$165,577 over five years; and

WHEREAS, upon placing the order for said Tasers the Police Department was notified of a price increase to the quote received earlier this year; and

WHEREAS, the FY25/FY26 Biennial Budget includes funding for the first year of this purchase; and

WHEREAS, the contract will increase by \$24,776 for a total contract amount not to exceed \$189,353; 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 an amendment to the five-year supply agreement for the purchase of tasers with Axon Enterprise, Inc., Scottsdale, Arizona in an increased amount of \$24,776, for a total agreement amount not to exceed \$189,353.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-694981-45860TC

Issued: 07/22/2025

Quote Expiration: 07/31/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 158401

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
La Vista Police Dept - NE 7701 S 96th St La Vista, NE 68128-3172 USA	La Vista Police Dept - NE 7701 S 96th St La Vista NE 68128-3172 USA Email:	Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Brian Mathew Phone: 402 331 1582 Email: bmathew@cityoflavista.org Fax: (402) 331-7210

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	\$189,358.00
<b>ESTIMATED TOTAL W/ TAX</b>	\$189,358.00

### Discount Summary

Average Savings Per Year	\$15,046.63
<b>TOTAL SAVINGS</b>	\$75,233.15

**Payment Summary**

Date	Subtotal	Tax	Total
Oct 2025	\$56,000.00	\$0.00	\$56,000.00
Oct 2026	\$33,339.50	\$0.00	\$33,339.50
Oct 2027	\$33,339.50	\$0.00	\$33,339.50
Oct 2028	\$33,339.50	\$0.00	\$33,339.50
Oct 2029	\$33,339.50	\$0.00	\$33,339.50
<b>Total</b>	<b>\$189,358.00</b>	<b>\$0.00</b>	<b>\$189,358.00</b>

Quote Unbundled Price:	\$264,597.20
Quote List Price:	\$215,183.60
Quote Subtotal:	\$189,358.00

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	60	\$105.62	\$86.66	\$75.98	\$159,558.00	\$0.00	\$159,558.00
C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	12	60	\$56.66	\$43.33	\$40.00	\$28,800.00	\$0.00	\$28,800.00
<b>A la Carte Services</b>									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
<b>Total</b>							<b>\$189,358.00</b>	<b>\$0.00</b>	<b>\$189,358.00</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	35	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	530	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	35	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	35	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	35	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL	1	1	10/01/2025

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	RUGGEDIZED AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100126	AXON VR - TACTICAL BAG	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100748	AXON VR - CONTROLLER - TASER 10	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101122	AXON VR - HOLSTER - T10 SAFARI/LAND GRAY - RH	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	10/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	10/01/2029

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	35	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	35	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	35	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	12	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101703	AXON VR - USER ACCESS - TASER SKILLS	12	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	12	11/01/2025	10/31/2030

## Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	35
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	12
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101186	AXON VR - PSO - VIRTUAL	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	35	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	35	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	10/01/2026	10/31/2030

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100197	AXON VR - EXT WARRANTY - HEADSET	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2026	10/31/2030

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7701 S 96th St	La Vista	NE	68128-3172	USA
2	7701 S 96th St	La Vista	NE	68128-3172	USA

## Payment Details

### Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$295.74	\$0.00	\$295.74
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$47,187.07	\$0.00	\$47,187.07
Year 1	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	12	\$8,517.19	\$0.00	\$8,517.19
<b>Total</b>				<b>\$56,000.00</b>	<b>\$0.00</b>	<b>\$56,000.00</b>

### Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$176.07	\$0.00	\$176.07
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$28,092.75	\$0.00	\$28,092.75
Year 2	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	12	\$5,070.68	\$0.00	\$5,070.68
<b>Total</b>				<b>\$33,339.50</b>	<b>\$0.00</b>	<b>\$33,339.50</b>

### Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$176.07	\$0.00	\$176.07
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$28,092.75	\$0.00	\$28,092.75
Year 3	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	12	\$5,070.68	\$0.00	\$5,070.68
<b>Total</b>				<b>\$33,339.50</b>	<b>\$0.00</b>	<b>\$33,339.50</b>

### Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$176.07	\$0.00	\$176.07
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$28,092.75	\$0.00	\$28,092.75
Year 4	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	12	\$5,070.68	\$0.00	\$5,070.68
<b>Total</b>				<b>\$33,339.50</b>	<b>\$0.00</b>	<b>\$33,339.50</b>

### Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$176.07	\$0.00	\$176.07
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$28,092.75	\$0.00	\$28,092.75
Year 5	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	12	\$5,070.68	\$0.00	\$5,070.68
<b>Total</b>				<b>\$33,339.50</b>	<b>\$0.00</b>	<b>\$33,339.50</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

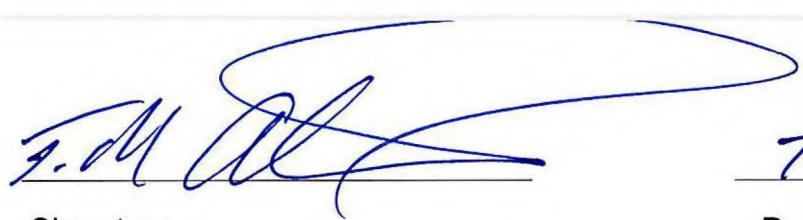
This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



Signature

7/22/2025

Date Signed

7/22/2025



**DEPARTMENT OF THE TREASURY**  
**ALCOHOL AND TOBACCO TAX AND TRADE BUREAU**

**EXEMPTION CERTIFICATE (USE BY STATE OR LOCAL GOVERNMENTS)**  
*(For use by State and local governments (section 4221(a)(4) of the Internal Revenue Code).)*

July 22, 2025 I hereby certify that I am Captain Todd M Armbrust  
 (Month & Day) (Title of Officer)

of La Vista Police Department; that I am authorized to execute this certificate; and that  
 (State or local government)

(check applicable type of certificate):

The article or articles specified in the accompanying order, or on the reverse side hereof, (or)

All orders placed by the purchaser for the period commencing 07/22/2025 and ending 07/22/2028,  
 (Date) (Date)  
 (period not to exceed 12 calendar quarters)

are, or will be, purchased from Axon Enterprise, Inc. for the  
 (Name of manufacturer)

exclusive use of La Vista Police Department  
 (Governmental unit)

of City of La Vista, NE  
 (State or local government)

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use<sup>1</sup>. I understand that fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to all applicable criminal penalties under the Internal Revenue Code.

SIGNATURE



ADDRESS

7701 South 96th Street  
 La Vista, NE 68128

PRINTED NAME

Todd M Armbrust

<sup>1</sup> A sale of an article to a State or local government for resale is not considered to be a sale for the "exclusive use" of the State or local government, within the meaning of section 4221(a)(4) of the code, and, therefore, such sales may not be made tax-free. Such sales may not be made tax-free even if the resales are made to government employees, or the article is an item of equipment the employee is required to possess in carrying out his duties.

**PAPERWORK REDUCTION ACT NOTICE**

This request is in accordance with the Paperwork Reduction Act of 1995. In some cases, persons who sell firearms or ammunition tax-free use specific exemption certificates to support the tax-free sales. This form contains all required information for a properly executed certificate. This is being provided to promote uniformity among excise taxpayers and eliminate the need for taxpayers to design their own certificates. The information requested is required by Title 27, Code of Federal Regulations, Part 53.

We estimate the average burden associated with this collection of information is 45 minutes per respondent or recordkeeper, depending on your individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street NW., Box 12, Washington, DC 20005.

TTB may not conduct or sponsor and you are not required to respond to, a collection of information unless it displays a current, valid OMB control number.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – IN-CAR VIDEO CAMERA SYSTEMS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of twenty-two (22) M500 Basic ALPR VAAS In-Car Video Camera Systems from Motorola Solutions, Inc., Chicago, IL in an amount not to exceed \$243,553.12 over a five-year period.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

This purchase was budgeted as part of the FY25-FY26 budget within the mid-biennium adjustment for FY26. This purchase is part of a multi-year contract to implement a new in-car video camera system into the marked fleet. This is a five-year agreement with Motorola Solutions, Inc.

Year one of this agreement is \$59,112.16, years two through five of the agreement will be \$46,110.24. The total cost of this agreement over five years is \$243,553.12.

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

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, ASSOCIATED HARDWARE, CLOUD-BASED STORAGE, AND WARRANTY FROM MOTOROLA SOLUTIONS, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$243,553.12 OVER A 5-YEAR PERIOD.

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, associated hardware, cloud-based storage, and warranty from Motorola Solutions, Chicago, Illinois in an amount not to exceed \$243,553.12 over a 5-year period.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

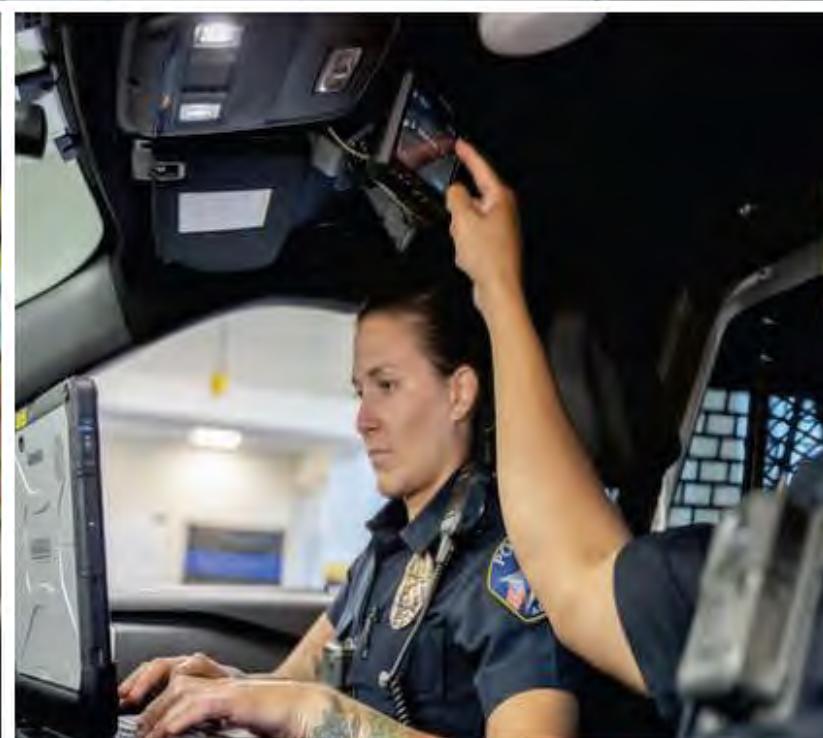
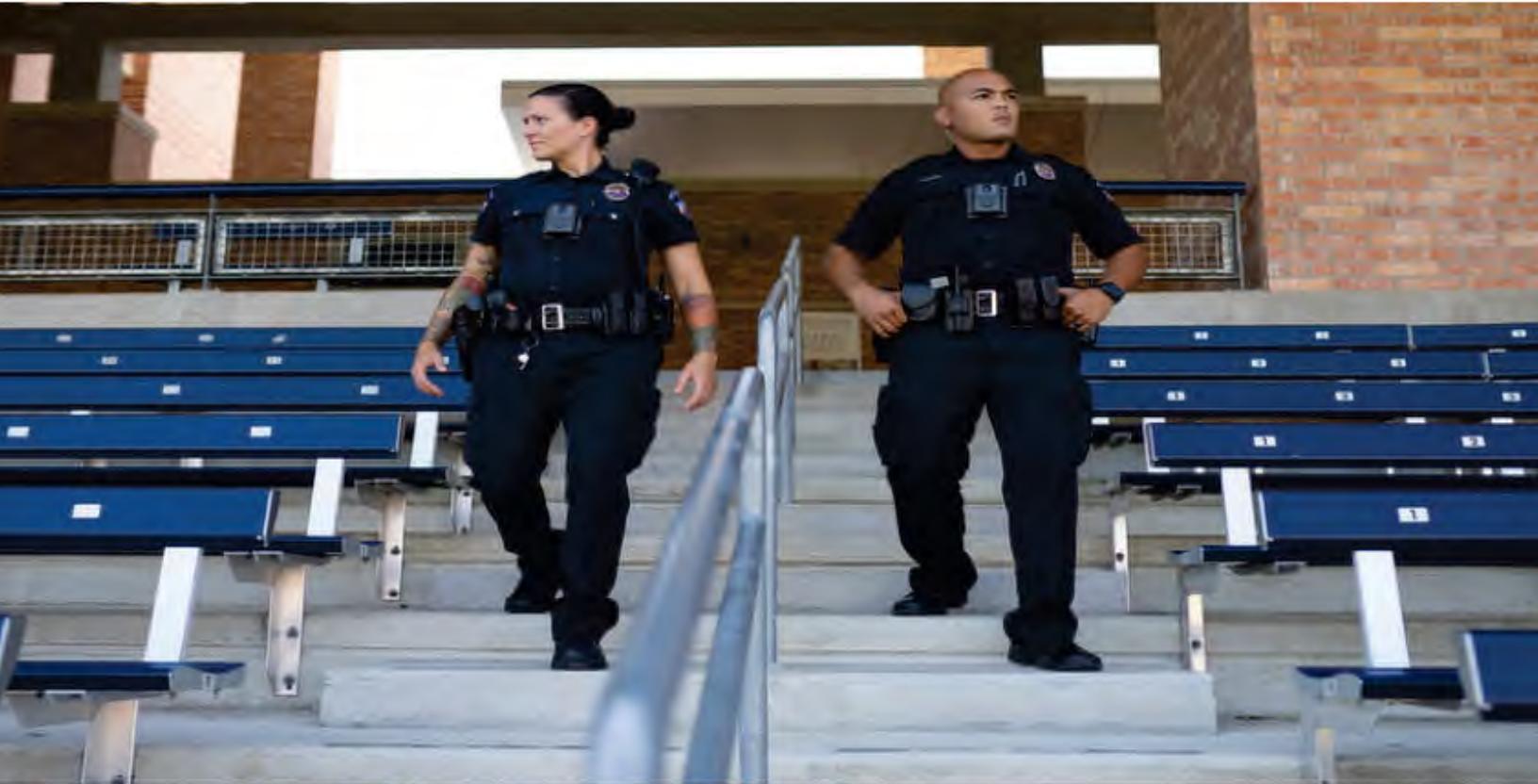
---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk

**LA VISTA POLICE DEPT**

22 M500

05/30/2025

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

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

Quote Date:05/30/2025  
 Expiration Date:09/07/2025  
 Quote Created By:  
 Joshua Medeiros  
 Regional Sales Manager - Video, IA/NE  
 Josh.Medeiros@  
 motorolasolutions.com  
 402.269.6932

End Customer:  
 LA VISTA POLICE DEPT

AGREEMENT: WG AGREEMENT  
 Payment Terms:30 NET

## Summary:

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

Line #	Item Number	Description	Qty	Term	Ext. Sale Price
Video as a Service					
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	22	5 YEAR	\$150,990.45
2	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	22		\$8,662.94
3	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$2,218.42
4	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	22		Included
5	WGB-0700A	M500 IN-CAR SYSTEM FRONT/ PASSENGER CAM*	22		Included
6	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	22	5 YEAR	\$4,575.56
7	WGW00502	M500 EXTENDED WARRANTY	22	5 YEAR	Included
8	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	22	5 YEAR	Included
9	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZANT	22		Included

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

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

Line #	Item Number	Description	Qty	Term	Ext. Sale Price
10	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	22		Included
LPR Integrations and Parking					
11	WGS00222	M500 BASIC ALPR VAAS	22	5 YEAR	\$39,349.20
12	RMT-IC-LPR	REMOTE IN-CAR LPR SETUP	1		\$110.92
CommandCentral Evidence Legacy					
13	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$4,765.49
14	PSV00S04239A	CC EVIDENCE VIRTUAL TRAINING*	1		\$746.83
15	SSV00S03751A	INTEGRATION: VIDEO MANAGER EL (CLOUD) TO EVIDENCE*	1	5 YEAR	\$0.00
16	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	15	5 YEAR	\$0.00
17	SSV00S03753A	INTEGRATION: RESPONDER TO EVIDENCE*	1	5 YEAR	\$0.00
18	SSV00S03388A	INTEGRATION: PREMIERONE RMS*	1	5 YEAR	\$0.00
19	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$24,333.31
20	SSV00S03748A	INTEGRATION: AWARE TO EVIDENCE*	1	5 YEAR	\$0.00
21	SSV00S02604A	COMMANDCENTRAL FIELD RESPONSE APPLICATION*	1	5 YEAR	Included
22	SSV00S02605A	COMMANDCENTRAL RECORDS MANAGEMENT SUBSCRIPTION*	1	5 YEAR	Included
23	SSV00S03682A	INTEGRATION: CC EVIDENCE TO COMMUNITY*	1	5 YEAR	\$0.00
24	SSV00S02783A	COMMANDCENTRAL CLOUD STORAGE GB*	3000	5 YEAR	\$7,800.00
25	SSV00S02782A	COMMANDCENTRAL COMMUNITY INTERACTION TOOL SUBSCRIPTION*	1	5 YEAR	\$0.00
Subtotal					\$355,281.34
Total Discount Amount					\$111,728.22
<b>Grand Total</b>					<b>\$243,553.12(USD)</b>

**Pricing Metric :**

 Price is indicative of the following -  
 # of Named Users for - 15

## Pricing Summary

	Sale Price
<b>Upfront Costs for Hardware, Accessories and Implementation (if applicable)</b>	<b>\$59,112.16</b>
<b>Year 2 Subscription Fee</b>	<b>\$46,110.24</b>
<b>Year 3 Subscription Fee</b>	<b>\$46,110.24</b>
<b>Year 4 Subscription Fee</b>	<b>\$46,110.24</b>
<b>Year 5 Subscription Fee</b>	<b>\$46,110.24</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>	<b>\$243,553.12</b>

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

### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 21, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 2 – East La Vista SEWER & PAVEMENT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with NL&L Concrete Inc. to provide for the addition and subtraction of certain items of work resulting in a net increase of \$778,689.60, increasing the total contract amount not-to-exceed to \$5,574,781.70.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

A contract with NL&L Concrete Inc. was approved on December 6, 2022, to rehabilitate the existing sanitary sewers, storm sewer inlets, street paving and ADA ramps within the original east side of the City, generally east of 72<sup>nd</sup> Street as well as between Harrison Street and Thompson Creek. Change Order Number 1 was executed on November 7, 2023.

As with most projects involving payment of items of work is determined by the in-place quantities, there are variations between the quantities estimated in the plans, and the actual quantities installed on the project. For the sanitary sewer system, the linear feet of lateral (6 inch diameter service lines) and the Type B cementitious manhole liner quantities was less than plan quantity, however, the increase of Type A cementitious liner quantities and the addition of an additional 8-inch diameter sanitary sewer line (excavation depths near the intersection of Emilie Street and 69<sup>th</sup> Street were significant to the point where adding the additional 8" diameter sewer run was determined to be the most workable and highest service life value solution) netted an overall increase to the sanitary sewer rehabilitation portion of the project.

The more significant item of work cost increases was mainly due to the pavement conditions encountered on the project, which required full depth concrete replacement rather than the planned approach of a two-inch asphalt mill and overlay on certain roadway segments. Roadway segments that required full depth concrete replacement were Florence Street from 72<sup>nd</sup> Street to S 71<sup>st</sup> Avenue, Joesphine Street from La Vista Drive to 69<sup>th</sup> Street, La Vista Drive from Harrison Street to Emilie Street, S 71<sup>st</sup> Street from Florence Street to Josephine Street, and the Intersection of S 70<sup>th</sup> Street and S 69<sup>th</sup> Street. There was also an unplanned replacement of the storm sewer conduit and inlets near the intersection of S 69<sup>th</sup> Street and James Avenue due to the physical condition of the

asset. Although there were significant changes in paving material quantities, the net benefit to the project results in a final product that will require less maintenance over the service life of those segments.

Change Order No. 2 increases the contract amount by 16.2% or \$778,689.60 for a revised contract amount not-to-exceed of \$5,574,781.70. Change Order No.2 is attached for further review. Work on the project is substantially complete, and final completion/punch list items are anticipated to be completed in the next 30 days.

Pay Estimate Number 21 is contingent upon the approval of this change order.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH NL & L CONCRETE INC TO PROVIDE FOR THE ADDITION AND SUBTRACTION OF CERTAIN ITEM OF WORK RESULTING IN A NET INCREASE OF \$778,689.60 INCREASING THE TOTAL CONTRACT AMOUNT NOT TO EXCEED \$5,574,781.70.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the Reflections Plaza project is necessary; and

WHEREAS, The FY25/FY26 Biennial Budget provides funding for this project; 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, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 2 to the contract with NL & L Concrete Inc to provide for the addition and subtraction of certain items of work resulting in a net increase of \$778,689.60, increasing the total contract amount not to exceed \$5,574,781.70.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Patti Anderson, CMC  
Deputy City Clerk

## CONTRACT CHANGE ORDER

PROJECT NO.: E La Vista Sewer and Pavement Rehab CHANGE ORDER NO.: 4  
 PROJECT LOCATION: S 69th St. to S 72nd, Harrison to James St.  
 CONTRACTOR: NL & L Concrete DATE: 2-Sep-25  
 COUNCIL RESOLUTION NO.: DATE OF RESOLUTION:

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT PRICE	
					DECREASE	INCREASE
	SUMMARY SHEET BREAKDOWN BY FUNDING SOURCE				\$0.00	
	Paving Fund increase/decrease Pages 2 to 7					\$592,292.33
	Sewer Fund increase/decrease Pages 8 to 11				\$0.00	\$159,527.27
					\$0.00	
						\$0.00
					\$0.00	
NOTE:	SEE THE FOLLOWING PAGES FOR ADDITIONAL QUANTITY CHANGES FOR CLOSEOUT Time, Materials, and quantity verification during installation for final payment. Actual quantity to be paid at these unit prices upon completion and tentative acceptance of the work.					
TOTAL DECREASE IN CONTRACT PRICE					\$0.00	
TOTAL INCREASE IN CONTRACT PRICE						\$751,819.60
NET DIFFERENCE						\$751,819.60
BASE BID PLUS PREVIOUS CHANGE ORDERS						\$4,822,962.10
(REVISED) CONTRACT PRICE SEE PAGE 1 FOR SUMMATION AND FINAL DOLLAR AMOUNT						\$5,574,781.70
CONTRACT FUNDS AVAILABLE						

Comments:	This change order was created to balance quantities and account or additional work areas added to the Contract as allowed by the Contract Documents and requested by the City of La Vista or required due to unforeseen existing conditions. Supporting documentation attached.
-----------	---

ACCEPTED:	<u>Signature: John Navarro</u> <small>Paula Poggi 10/16/2025 10:08:45 (CDT)</small>	DATE: _____
RECOMMENDED:	<u>Signature: Paula Poggi</u> <small>Pat Dowsse (Oct 17, 2025 11:21:49 CDT)</small> (CONSULTANT/PROJECT MANAGER)	DATE: <u>16 Oct 2025</u>
APPROVED:	<u>Signature: Pat Dowsse</u> <small>Pat Dowsse (Oct 17, 2025 11:21:49 CDT)</small> (DIVISION ENGINEER)	DATE: _____
APPROVED:	<u>Signature: (CITY ENGINEER)</u>	DATE: _____
APPROVED:	<u>Signature: (PUBLIC WORKS DIRECTOR)</u>	DATE: _____

WEEKLY PROGRESS REPORT

Page 1 of 4

PAyESTIMATE NO. 21

CONTRACTOR NL &L

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 08/30/25

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 126

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY			
SUNDAY 08/24/25	02 Jan 2024 Start of Phase 2, Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages  Temps 79/59, No work on site, No pay items	0	Y	Paving - Total Value of Work This Period	\$0.00		
				Sewer - Total Value of Work This Period	\$0.00		
				Paving - Total Value of Work To Date	\$2,982,334.19		
				Sewer - Total Value of Work To Date	\$2,592,447.52		
MONDAY 08/25/25	No work on site, no pay items	0	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00		
				Total Value of Stored Materials Remaining To Date	\$0.00		
TUESDAY 08/26/25	No work on site, no pay items	0	Y	Estimated Contract Value	\$ 4,849,962.10		
				Percent Complete By Value	115%		
WEDNESDAY 08/27/25	No work on site, no pay items	0	Y	Contract Calendar / Work Days	551		
				Calendar / Work Days This Period	7		
THURSDAY 08/28/25	No work on site, no pay items	0	Y	Calendar / Work Days Used To Date	881		
				Percent Time Used	160%		
FRIDAY 08/29/25	No work on site, no pay items	0	Y	% Retained Paving/Sewer	7.5000%		
				Amount Retained To Date Paving	\$223,675.06		
				Amount Retained To Date Sewer	\$194,433.56		
SATURDAY 08/30/25	No work on site, no pay items.	0	Y	Net Amount Due To Date	\$5,156,673.09		
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00		
Other Comments Note: CIPP reviewed, Engineer stamped design and analysis submitted. Installed quantities to be paid, note some areas have needed repair of lateral openings. Contractor notified of the repair work needed. MH frames and covers S 69th St. Solid James to Josephine. Agreed to VF price for new manholes of \$700. per VF,		Net Amount Due To Date Including Incentive Earned / Disincentive Assessed Total Previous Payments To Date Amount Due To Date					
		\$5,156,673.09 \$4,659,672.37 \$497,000.72					

*John* 10-16-25

CONTRACTOR / DATE

Paula Poggo, Hgm Associates, 16 Oct 2025

PROJECT REPRESENTATIVE / DATE

PROJECT MANAGER / DATE

*John M. Jr.* 10/16/25

CITY CONSTRUCTION ENGINEER / DATE

OK TO PAY (CONTINGENT UPN  
 APPROVAL OF CHANGE ORDER #2  
 PMR) 10/16/25  
 SEWER = C5-71.0917.000 - SEUR13001  
 = \$357,556.13  
 STREET = C5-71.0917.000 - SEUR13001  
 = \$139,444.59

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$158,000.00	LS	-	\$0.00	100.0%	1.00	\$158,000.00
2	Paving 2	Remove Pavement	7,747.00	\$11.00	SY	-	\$0.00	179.0%	13,855.77	\$162,413.47
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	230.0%	1,810.70	\$17,717.70
4	Paving 4	Remove Sidewalk - Paving	7,398.00	\$2.00	SF	-	\$0.00	252.0%	18,802.98	\$37,205.86
5	5	Remove Concrete Curb and Gutter	1,750.00	\$12.00	LF	-	\$0.00	163.0%	2,851.70	\$34,220.40
6	6	Perform Cold Planning-Asphalt	25,920.00	\$6.50	SY	-	\$0.00	84.0%	21,818.72	\$141,821.68
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	398.0%	168.00	\$1,176.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	2,860.00	\$187.11	Ton	-	\$0.00	88.0%	2,503.15	\$468,364.40
9	9	Construct Asphalt Surface Wedge SPR 3 1/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Bass Repair	5,400.00	\$72.00	SY	-	\$0.00	38.0%	2,049.78	\$147,584.18
11	Paving 11	Construct 7" Concrete Pavement - Type L85 - Paving	7,575.00	\$75.00	SY	-	\$0.00	180.0%	13,604.81	\$1,020,345.75
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L85	98.00	\$92.00	SY	-	\$0.00	437.0%	419.09	\$38,550.28
14	14	Construct Concrete Curb and Gutter	1,750.00	\$42.00	LF	-	\$0.00	163.0%	2,851.70	\$119,771.40
15	Paving 15	Construct 6" Driveway - Type L85 - Paving	841.00	\$59.00	SY	-	\$0.00	208.0%	1,729.21	\$102,023.39
16	16	Construct 6" Driveway - Type L85	50.00	\$82.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	-	\$0.00	95.0%	9,092.80	\$31,824.80
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	50.0%	8.00	\$4,800.00
19	19	Adjust Manhole to Grade	30.00	\$800.00	EA	-	\$0.00	60.0%	18.00	\$14,400.00
20	20	Remove & Replace Curb Inlet Top	5.00	\$3,200.00	EA	-	\$0.00	120.0%	8.00	\$19,200.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	175.0%	14.00	\$9,800.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	50.0%	4.00	\$3,000.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	100.0%	1.0000	\$50,000.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$8.75	SF	-	\$0.00	320.0%	16,084.48	\$108,570.24
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	322.0%	1,687.15	\$12,653.63
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	87.0%	1,187.26	\$18,621.64
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	-	\$0.00	84.0%	372.00	\$16,740.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	439.0%	1,057.00	\$42,280.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	72.0%	1,380.12	\$5,175.46
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	72.0%	1,380.12	\$4,140.36

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	350.0%	7.00	\$875.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	100.0%	1.00	\$3,500.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	527.0%	1,053.52	\$21,070.40
61	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	100.0%	1.00	\$144,000.00
52	Sewer 2	Remove Pavement - Sewer	5,052.00	\$11.00	SY	-	\$0.00	185.0%	9,345.45	\$102,799.95
S3	Sewer 3	Remove Concrete Driveway - Sewer	3,940.00	\$11.00	SY	-	\$0.00	27.0%	1,076.93	\$11,846.23
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	46.0%	3,254.02	\$6,509.84
S11	Sewer 11	Construct 7" Concrete Pavement - Type L85 - Sewer	7,077.00	\$75.00	SY	-	\$0.00	125.0%	8,883.29	\$664,746.75
S15	Sewer 15	Construct 8" Driveway - Sewer	1,915.00	\$59.00	SY	-	\$0.00	58.0%	1,127.92	\$66,547.28
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	26.0%	1,842.58	\$6,449.03
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$8.75	SF	-	\$0.00	41.0%	2,832.20	\$19,702.35
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,380.00	\$20.00	LF	-	\$0.00	81.0%	4,343.02	\$86,878.40
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$65.00	LF	-	\$0.00	91.0%	4,448.09	\$289,125.85
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	20.0%	95.00	\$6,650.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (PoiNL Repairs)	24.00	\$175.00	LF	-	\$0.00	1285.0%	308.33	\$53,957.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (PoiNL Repairs , Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	42.0%	5.00	\$875.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,138.00	\$45.00	LF	-	\$0.00	100.0%	10,138.44	\$456,229.80
40	40	Install 15" CIPP Liner	927.00	\$85.00	LF	-	\$0.00	100.0%	927.00	\$80,255.00
41	41	Re-Instate Service lines	310.00	\$100.00	EA	-	\$0.00	90.0%	278.00	\$27,800.00
42	42	CIPP End Seal, 8-In	79.00	\$195.00	EA	-	\$0.00	100.0%	79.00	\$15,405.00
43	43	CIPP End Seal, 15-In	9.00	\$260.00	EA	-	\$0.00	100.0%	9.00	\$2,340.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.50	LF	-	\$0.00	100.0%	11,794.00	\$53,073.00
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,065.00	\$3.00	LF	-	\$0.00	100.0%	11,065.00	\$33,195.00
46	46	Jet Existing Sanitary Sewer	11,065.00	\$2.75	LF	-	\$0.00	100.0%	11,065.00	\$30,428.75
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	130.0%	439.04	\$109,760.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	10.0%	12.90	\$3,870.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	100.0%	1.00	\$30,000.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	100.0%	1.00	\$20,000.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	100.0%	1.00	\$40,000.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 16" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	163.0%	180.00	\$11,680.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	498.0%	109.50	\$21,900.00
63	CO1 55	3/4" Limestone Pipe Bedding	217.00	\$29.50	Ton	-	\$0.00	75.0%	182.85	\$4,804.08
64	CO1A 56	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	-	\$0.00	687.0%	26.89	\$112,098.00
65	CO1A 57	Remove existing inlets	3.00	\$500.00	ea	-	\$0.00	200.0%	6.00	\$3,000.00
66	CO2 58	Remove and replace 8" Sanitary Sewer Main S 71st St.	729.00	\$137.00	LF	-	\$0.00	249.0%	1,815.42	\$248,712.54
67	CO3	Crack and joint sealing bituminous roadway	18,000.00	\$1.50	LF	-	\$0.00	100.0%	18,000.00	\$27,000.00