

## LA VISTA CITY COUNCIL MEETING AGENDA

November 4, 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 21, 2025 City Council Meeting
3. Resolution – Authorize Signature – Year-End Certification of City Street Superintendent
4. Approval of Claims

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

**B. Zoning Text Amendments – Sections 2.03 and 5.10**

1. Public Hearing
2. Ordinance

**C. Ordinance – Bond Issuance – Tax Supported Bond for 84<sup>th</sup> Street Redevelopment**

**D. Amend Various Sections of the La Vista Municipal Code**

1. Ordinance – Amend Section 10.05
2. Ordinance – Amend Sections 33.16, 33.18, 33.22
3. Ordinance – Amend Sections 33.72 and 33.73
4. Ordinance – Amend Section 35.03
5. Ordinance – Amend Sections 35.10, 35.11, 35.12, 35.14, 35.15 and 35.30
6. Ordinance – Amend Sections 35.46, 35.47, 35.48 and 35.51
7. Ordinance – Amend Section 91.06

**E. Resolution – Facilities Use Agreement & Authorization to Purchase Bike Share Station**

**F. Resolution – Approve Construction Engineering Services Agreement – 84<sup>th</sup> Street Trail, Giles to Harrison**

**G. Resolution – Authorize Purchase – Marked Police Vehicles**

**H. Position Descriptions – New and Updates**

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

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

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# MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2108195KV

## LA VISTA CITY COUNCIL MEETING October 21, 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 21, 2025. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas Quick, Seil, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Ramirez, Deputy City Clerk Anderson, Director of Administrative Services Pokorny, Chief of Police Schofield, Fire Chief Gottsch, Director of Public Works Soucie, Community Development Director Fountain, Finance Director Harris, Human Resources Director Lowery, Recreation Director Buller and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on October 8, 2025. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE 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

ACTIVE NETWORK, services	192.01
ADP, payroll & taxes	471,108.17
AKRS, maint	3,017.66
ALLO, refund	120.64
AMAZON, services	813.96
AM HERITAGE LIFE INS, benefits	285.72
A HANSEN, maint	2,000.00
A PERSON, services	650.00
ARNOLD MOTOR, maint	3,985.43
AT&T MOBILITY, services	195.55
AWE ACQ, services	3,600.00
AXON ENT, services	56,000.00
BARCO MUNI, maint	335.85
BISHOP BUS, supplies	40.98
BLACK HILLS ENERGY, utilities	1,352.64
BLUE VALLEY PUB SAFETY, maint	2,100.00
BRIAN SMILES, services	750.00
BRILLIANT ENT, maint	6,757.00
CALL TOWER, refund	120.04
CENTRAL SALT, maint	8,908.13
CENTURY LINK, phones & refund	632.19
CINTAS, apparel	336.34
CITY OF OMAHA, services	319,209.50
CITY OF PAPILLION/MFO, services	262,773.00
COLONIAL LIFE, benefits	2,120.06
COLUMN SOFTWARE, services	161.46
CORNHUSKER TRUCKS, maint	19.14
COX, phones	897.03
CULLIGAN, services	63.50
CUMMINS, maint	721.85
D & K PROD, maint	2,159.50
DATASHIELD, services	180.00

# MINUTE RECORD

DEARBORN NAT'L LIFE INS, benefits	8,616.61
DELL MRKTNG, equip	1,457.15
DEMCO, supplies	239.13
DIAMOND BLADE, maint	773.95
DSCI, refund	62.67
ESTECH SYS, refund	54.97
FASTENAL, maint	59.14
FEDEX, services	15.60
FERGUSON, bldg & grnds	179.98
FIKES, supplies	72.00
FISHER PARKING/SEC, services	9,936.00
FOP, dues	2,175.00
GALE, books	337.38
GALVION BALLISTICS, apparel	1,424.64
GARY BOSANEK, events	2,485.00
GOOGLE FIBER, refund	19.71
GRAINGER, maint	121.75
GREAT PLAINS COMM, phones	1,087.79
GREATAMERICA FIN, services	1,802.60
HEARTLAND NAT GAS, utilities	728.43
INDUST'L SALES, maint	221.08
JAPP IND, maint	368.02
J-TECH CONSTR, bldg& grnds	1,500.00
KIMBALL MIDWEST, maint	560.11
KRIHA FLUID PWR, maint	60.73
LARSEN, supplies	630.20
LIBRARY IDEAS, services	3,785.00
LINCOLN NAT'L LIFE, benefits	8,089.22
LOGO LOGIX, apparel	200.00
MAMA'S PIZZA, refund	3,085.19
MANGO VOICE, refund	21.54
MARCO, services	165.77
MATHESON TRI-GAS, services	393.25
METLIFE, benefits	1,099.11
METRO AREA TRANSIT, services	881.00
METRO COMM COLLEGE, bldg & grnds	27,952.13
MILLARD METAL, maint	696.00
MISSIONSQUARE RETIRE, benefits	108,441.66
MOTOROLA SOL, services	59,112.16
MULHALL'S, maint	629.00
MUNICIPAL PIPE/TOOL, maint	491.33
NE CODE OFFIC ASSOC, tming	450.00
NE DEPT OF REV, taxes	71,610.34
NL & L CONCRETE, maint	497,000.72
NMS LABS, services	321.50
NORFOLK PUB LIB, book	30.00
OFFICE DEPOT, supplies	919.02
OMNI ENG, maint	316.35
O'REILLY AUTO, supplies	5.35
OSAKA, refund	935.00
PER MAR SECURITY, bldg & grnds	2,113.04
PITNEY BOWES, postage	1,364.00
POINT C HEALTH, benefits	4,599.32
POLICE/FIREMEN'S INS, benefits	293.13
PORT-A-JOHNS, services	135.00
PRINTCO GRAPHICS, services	2,425.86
QWEST, refund	289.53
RING CENT'L, refund	40.41
ROCHESTER MIDLAND, maint	670.85
ROSARIO CANIGILA, events	8,625.00
SARPY CO, services	9,582.00

# MINUTE RECORD

No. 728 — REDFIELD DIRECT E2106195KV

October 21, 2025

SARPY/DOUG LAW ENFORCE, trning	32,500.00
SHERWIN-WILLIAMS, maint	645.85
SIGN IT, services	873.10
SIMPLE GRANTS, services	2,145.00
STAR2STAR COMM, refund	12.50
SUN VALLEY LANDSCAPE, supplies	356.00
THE COLONIAL PRESS, services	316.02
THE PENWORTHY, books	403.48
THEATRICAL MEDIA, services	75,205.69
TODD VALLEY FARMS, maint	115.50
TRACTOR SPLY, maint	39.99
TRAVELERS, insurance	400,612.50
TRUCK CTR, maint	62.70
UMR, benefits	65,528.32
US BANK NAT'L ASSOC, supplies	49,032.29
VALLEY CORP, lighting	162,779.65
VERIZON, phones	538.07
WEEDER PED DENTIST, refund	124.02
WESTLAKE HARDWARE, maint	62.16
WOODHOUSE, maint	421.49

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris reported on the 84<sup>th</sup> Street Trail Grant and introduced new Grant Manager/Purchasing Specialist Courtney Ruffcom.

Recreation Director Buller gave an update on the basketball court re-coating; new bleachers will be installed next week; Punt, Pass and Kick state results.

Community Development Director Fountain reported on the Rock the Block event.

City Engineer Dowse gave an update on the 84<sup>th</sup> Street Trail construction.

Civil Engineer Delgado gave an update on Reflections Plaza.

## PRESENTATION – AMERICAN PUBLIC WORKS ASSOCIATION ACCREDITATION

Director of Public Works Soucie gave a presentation; thanked the Public Works Team for their work on this process; Introduced the APWA Chapter Board; Introduced Bill Strogsdill, APWA Region 6 Director, and he presented Public Works with the APWA Accreditation.

## B. SPECIAL ASSESSMENT

### 1. PUBLIC HEARING

At 6:24 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Special Assessment.

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

# MINUTE RECORD

## **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-126 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 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.

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

## **C. SPECIAL ASSESSMENT**

### **1. PUBLIC HEARING**

At 6:25 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Special Assessment.

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

## **2. RESOLUTION**

Councilmember Quick introduced and moved for the adoption of Resolution No. 25-127 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 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

# MINUTE RECORD

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

## **D. ONE AND SIX YEAR STREET IMPROVEMENT PLAN**

### **1. PUBLIC HEARING**

At 6:26 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the One and Six Year Street Improvement Plan.

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

### **2. RESOLUTION – APPROVE ONE AND SIX YEAR STREET IMPROVEMENT PLAN**

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-128 entitled: 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.

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

# MINUTE RECORD

## **3. RESOLUTION – AUTHORIZE THE SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION**

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-129 entitled: 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.

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

## **E. ORDINANCE – AMEND POLICE RETIREMENT PLAN**

Councilmember Hale introduced Ordinance No. 1560 entitled: 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.

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

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1560. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **F. ORDINANCE – AMEND MASTER FEE ORDINANCE**

Councilmember Hale introduced Ordinance No. 1559 entitled: 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;

# MINUTE RECORD

TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE  
HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1559. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **G. RESOLUTION – AWARD CONTRACT EXTENSION – ON-CALL CITY WIDE CONCRETE PAVING REPAIRS**

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-130 entitled: 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.

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

## **H. RESOLUTION – PROFESSIONAL SERVICES AGREEMENT – POOL CONSTRUCTION DESIGN**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 25-131 entitled: 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

# MINUTE RECORD

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.

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

## **I. RESOLUTION – CHANGE ORDER NO. 1 – REFLECTIONS PLAZA**

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 25-132 entitled: 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.

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

## **J. RESOLUTION – AUTHORIZE CONTRACT AMENDMENT – PURCHASE OF TASER EQUIPMENT**

Councilmember Sell introduced and moved for the adoption of Resolution No. 25-133 entitled: 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., SCOTTSDALE, ARIZONA IN AN INCREASED AMOUNT OF \$24,776, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$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 agreement amount not to exceed \$189,353; and

# MINUTE RECORD

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.

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

## **K. RESOLUTION – AUTHORIZE PURCHASE – IN-CAR VIDEO CAMERA SYSTEMS**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 25-134 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWENTY-TWO (22) IN-CAR VIDEO CAMERA SYSTEMS, 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.

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

## **L. EAST LA VISTA SEWER & PAVEMENT REHABILITATION**

### **1. RESOLUTION – CHANGE ORDER NO. 2**

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 25-135 entitled: 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

# MINUTE RECORD

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.

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

## **2. REQUEST FOR PAYMENT – NL & L – PROFESSIONAL SERVICES – EAST LA VISTA SEWER & PAVEMENT REHABILITATION – \$497,000.72**

Councilmember Quick made a motion to approve a request for payment for East La Vista Sewer & Pavement Rehabilitation for professional services in the amount of \$497,000.72. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

### **COMMENTS FROM THE MAYOR AND COUNCIL**

Councilmember Frederick congratulated the Public Works Team for all their hard work becoming accredited; thanked all the folks who are planning all of the city events.

Mayor Kindig gave a legislative update.

At 7:03 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 4, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE SIGNATURE – YEAR-END CERTIFICATION – CITY STREET SUPERINTENDENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RACHEL CARL CITY CLERK

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to sign the Year-End Certification of the City Street Superintendent.

**FISCAL IMPACT**

Certification is required to receive an incentive payment for Calendar Year 2025.

**RECOMMENDATION**

Approval.

**BACKGROUND**

State Statute requires cities to certify they have an appointed Street Superintendent in order to receive annual incentive payments. The City of La Vista appoints the Director of Public Works who is also the Street Superintendent.

The Nebraska Department of Transportation requires that the City Council passes a resolution authorizing the Mayor to sign the Year-End Certification of City Street Superintendent.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2025.

WHEREAS, State of Nebraska Statutes, Sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

WHEREAS, The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

WHEREAS, The NDOT requires that such certification shall also include a copy of the documentation of the City Street Superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable) and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

WHEREAS, The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista, Nebraska is hereby authorized to sign the Year-End Certification of City Street Superintendent 2025.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Rachel D. Carl, CMC  
City Clerk



Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**

October 16, 2025

**Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2025 with the Nebraska Department of Transportation (NDOT) by December 31, 2025.**

**Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

The attached **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** and **SIGNING RESOLUTION**, together with a copy of the **DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S)** for **CALENDAR YEAR 2025**, is the basis for determining the calendar year 2025 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2025:**

- **Signing Resolution (Page 1):** The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent (Page 2):** If more than one individual provided street superintending services during Calendar Year 2025, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s) (Page 3):** Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) for Calendar Year 2025 by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the beginning date of the appointment. **For most municipalities this information may be found in the November or December 2025 or the January 2025 meetings minutes.**

**Failure to complete and return:** If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2025 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2025, the municipality will not receive an Incentive Payment for Calendar Year 2025.**

**Payment:** If your municipality qualifies, payment will be scheduled for February 2026. Reference Neb. Rev. Stat. §39-2515. **Additional information** on Incentive Payments is available on the NDOT Boards - Liaison Service Website: <https://dot.nebraska.gov/business-center/lpa/boards-liaison/>

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

Sincerely,

LeMoine D. Schulz

LeMoine D. Schulz  
Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation

LDS/2025

Attachments (3)

Vicki Kramer, Director  
**Department of Transportation**

**MAILING ADDRESS**  
PO Box 94759  
Lincoln, NE 68509-4759

**PHYSICAL ADDRESS**  
1500 Nebraska Parkway  
Lincoln, NE 68502

[dot.nebraska.gov](http://dot.nebraska.gov)

**Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2025**

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

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
Check one box Print Name of Municipality  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

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

### 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 billed as adopted.

Attest:

(Signature of Clerk)

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Copying this form is acceptable; see (3) below.** **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (**the forms and meeting minutes**) in a separate file for future reference.

## Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2025

*Separate forms may be needed to account for the entire year, see (3) below*

**This Form Covers the Following Period:** \_\_\_\_\_, 2025 to \_\_\_\_\_, 2025

\*(1)(a) The municipality of \_\_\_\_\_ certifies that \_\_\_\_\_ was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by:  one box

Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)  
\_\_\_\_\_

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as *(Check all boxes that apply)*  city engineer  village engineer   
 public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- \_\_\_\_\_ and Class of License \_\_\_\_\_, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

(2) \_\_\_\_\_

**Signature of Mayor**  **Village Board Chairperson**   
Check one box

\*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) **Failure to return by December 31, 2025, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



**Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2025 to:**

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

## **SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION**

**Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2025 to the back of this Page:** For most municipalities this information may be found in the **November or December 2024 or the January 2025 meetings minutes**. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email [NDOT.BLSHelp@Nebraska.gov](mailto:NDOT.BLSHelp@Nebraska.gov) if you have any questions about what to attach for documentation.

**RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

## ACCOUNTS PAYABLE CHECK REGISTER

A-4

Check #	Check Date	Vendor Name	Amount	Voided
19	10/30/2025	UMR INC	65528.32	N
23	10/30/2025	POINT C HEALTH	4599.32	N
146091	10/22/2025	AMY HANSEN	2000.00	N
146092	10/22/2025	BRIAN 5MILES	750.00	N
146093	10/22/2025	DATASHIELD CORPORATION	180.00	N
146094	10/22/2025	NL & L CONCRETE	497000.72	N
146095	10/22/2025	NORFOLK PUBLIC LIBRARY	30.00	N
146096	10/22/2025	PRINTCO GRAPHICS INC	2076.94	N
146097	11/04/2025	AKRS EQUIPMENT SOLUTIONS, INC.	3017.66	N
146098	11/04/2025	ALLO COMMUNICATIONS LLC	47.82	N
146099	11/04/2025	ALLO FIBER	72.82	N
146100	11/04/2025	AMAZON CAPITAL SERVICES, INC.	813.96	N
146101	11/04/2025	ANTHONY PERSON	650.00	N
146102	11/04/2025	ARNOLD MOTOR SUPPLY	3985.43	N
146103	11/04/2025	AT&T MOBILITY LLC	195.55	N
146104	11/04/2025	AWE ACQUISITION INC	3600.00	N
146105	11/04/2025	AXON ENTERPRISE INC	56000.00	N
146106	11/04/2025	BARCO MUNICIPAL PRODUCTS INC	335.85	N
146107	11/04/2025	BISHOP BUSINESS EQUIPMENT COMPANY	40.98	N
146108	11/04/2025	BLUE VALLEY PUBLIC SAFETY INC	2100.00	N
146109	11/04/2025	BOSANEK, GARY	2485.00	N
146110	11/04/2025	BRILLIANT ENTERPRISES LLC	6757.00	N
146111	11/04/2025	CALL TOWER INC	120.04	N
146112	11/04/2025	CENTRAL SALT LLC	8908.13	N
146113	11/04/2025	CENTURYLINK COMMUNICATIONS	180.65	N
146114	11/04/2025	CINTAS CORPORATION NO. 2	336.34	N
146115	11/04/2025	COLUMN SOFTWARE PBC	161.46	N
146116	11/04/2025	CORNHUSKER INTL TRUCKS INC	19.14	N
146117	11/04/2025	CULLIGAN OF OMAHA	63.50	N
146118	11/04/2025	CUMMINS SALES AND SERVICE	721.85	N
146119	11/04/2025	D & K PRODUCTS	2159.50	N
146120	11/04/2025	DELL MARKETING L.P.	1457.15	N
146121	11/04/2025	DEMCO INCORPORATED	239.13	N
146122	11/04/2025	DIAMOND BLADE DISTRIBUTORS LLC	773.95	N
146123	11/04/2025	DSCI, LLC	62.67	N
146124	11/04/2025	ESTECH SYSTEMS INC	54.97	N
146125	11/04/2025	FASTENAL COMPANY	59.14	N
146126	11/04/2025	FEDEX	15.60	N
146127	11/04/2025	FERGUSON US HOLDINGS INC	179.98	N
146128	11/04/2025	FIKES COMMERCIAL HYGIENE LLC	72.00	N
146129	11/04/2025	FISHER PARKING & SECURITY INC	9936.00	N
146130	11/04/2025	GALE	337.38	N
146131	11/04/2025	GALVION BALLISTICS LTD.	1424.64	N
146132	11/04/2025	GOOGLE FIBER NORTH AMERICA INC.	19.71	N
146133	11/04/2025	GRAINGER	121.75	N
146134	11/04/2025	INDUSTRIAL SALES COMPANY INC	221.08	N
146135	11/04/2025	J-TECH CONSTRUCTION LLC	1500.00	N
146136	11/04/2025	JAPP INDUSTRIES	368.02	N
146137	11/04/2025	KIMBALL MIDWEST	560.11	N
146138	11/04/2025	KRIHA FLUID POWER CO INC	60.73	N
146139	11/04/2025	LARSEN SUPPLY COMPANY	630.20	N
146140	11/04/2025	LIBRARY IDEAS LLC	3785.00	N

## ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
146141	11/04/2025	LOGO LOGIX EMBROIDERY & SCREEN	200.00	N
146142	11/04/2025	MAMA'S PIZZA	3085.19	N
146143	11/04/2025	MANGO VOICE, LLC	21.54	N
146144	11/04/2025	MATHESON TRI-GAS INC	393.25	N
146145	11/04/2025	METRO AREA TRANSIT	881.00	N
146146	11/04/2025	METROPOLITAN COMMUNITY COLLEGE	27952.13	N
146147	11/04/2025	MILLARD METAL SERVICES INC	696.00	N
146148	11/04/2025	MOTOROLA SOLUTIONS INC	59112.16	N
146149	11/04/2025	MUNICIPAL PIPE TOOL CO LLC	491.33	N
146150	11/04/2025	NCOA/NE CODE OFFICIALS ASSOC	450.00	N
146151	11/04/2025	NMS LABS	321.50	N
146152	11/04/2025	O'REILLY AUTO PARTS	5.35	N
146153	11/04/2025	OFFICE DEPOT INC	919.02	N
146154	11/04/2025	OMNI ENGINEERING	316.35	N
146155	11/04/2025	OSAKA	935.00	N
146156	11/04/2025	PER MAR SECURITY SERVICES	2113.04	N
146157	11/04/2025	PORT-A-JOHNS	135.00	N
146158	11/04/2025	PRINTCO GRAPHICS INC	348.92	N
146159	11/04/2025	QWEST CORPORATION	289.53	N
146160	11/04/2025	RING CENTRAL	40.41	N
146161	11/04/2025	ROCHESTER MIDLAND CORPORATION	670.85	N
146162	11/04/2025	ROSARIO CANIGILA	8625.00	N
146163	11/04/2025	SARPY COUNTY COURTHOUSE	4582.00	N
146164	11/04/2025	SARPY COUNTY SHERIFF'S OFFICE	5000.00	N
146165	11/04/2025	SARPY DOUGLAS LAW ENFORCE. ACADEMY	32500.00	N
146166	11/04/2025	SHERWIN-WILLIAMS	645.85	N
146167	11/04/2025	SIGN IT	873.10	N
146168	11/04/2025	SIMPLE GRANTS	2145.00	N
146169	11/04/2025	STAR2STAR COMMUNICATIONS, LLC	12.50	N
146170	11/04/2025	SUN VALLEY LANDSCAPING	356.00	N
146171	11/04/2025	THE COLONIAL PRESS, INC	316.02	N
146172	11/04/2025	THE PENWORTHY COMPANY	403.48	N
146173	11/04/2025	THEATRICAL MEDIA SERVICES INC	75205.69	N
146174	11/04/2025	TODD VALLEY FARMS	115.50	N
146175	11/04/2025	TRACTOR SUPPLY CREDIT PLAN	39.99	N
146176	11/04/2025	TRUCK CENTER COMPANIES	62.70	N
146177	11/04/2025	VALLEY CORPORATION	162779.65	N
146178	11/04/2025	VERIZON WIRELESS	18.02	N
146179	11/04/2025	VERIZON WIRELESS	520.05	N
146180	11/04/2025	WEEDER PEDIATRIC DENTISTRY	124.02	N
146181	11/04/2025	WESTLAKE HARDWARE INC NE-022	62.16	N
146182	11/04/2025	WOODHOUSE CHEVROLET	421.49	N
146183	11/04/2025	MULHALL'S NURSERY, INC.	629.00	N
1262546	10/24/2025	FRATERNAL ORDER OF POLICE	2175.00	N
1262547	10/24/2025	POLICE & FIREFMEN'S INSURANCE	293.13	N
1262548	10/24/2025	ACTIVE NETWORK LLC	192.01	N
1262549	10/24/2025	ADP INC	467814.01	N
1262550	10/24/2025	CENTURY LINK/LUMEN	112.99	N
1262551	10/24/2025	PITNEY BOWES-EFT POSTAGE	1364.00	N
1262552	10/24/2025	TRAVELERS	376334.50	N
1262553	10/28/2025	US BANK NATIONAL ASSOCIATION	49032.29	N
1262571	10/30/2025	ADP INC	3294.16	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
1262572	10/30/2025	AMERICAN HERITAGE LIFE INSURANCE CO	285.72	N
1262573	10/30/2025	COLONIAL LIFE & ACCIDENT INS CO	2120.06	N
1262574	10/30/2025	DEARBORN NATIONAL LIFE INSURANCE CO	1364.00	N
1262575	10/30/2025	DEARBORN NATIONAL LIFE INSURANCE CO	7252.61	N
1262576	10/30/2025	LINCOLN NATIONAL LIFE INS CO	8089.22	N
1262577	10/30/2025	METLIFE	1099.11	N
1262578	10/30/2025	MISSIONSQUARE RETIREMENT	108441.66	N
1262579	10/30/2025	NE DEPT OF REV-MOTOR FUEL TAX	674.00	N
1262580	10/30/2025	NE DEPT OF REVENUE-LOTT/51	70886.00	N
1262581	10/30/2025	NE DEPT OF REVENUE-SALES TAX	50.34	N
1262582	10/30/2025	TRAVELERS	24278.00	N
1262583	11/04/2025	BLACK HILLS ENERGY	1352.64	N
1262584	11/04/2025	CENTURY LINK/LUMEN	338.55	N
1262585	11/04/2025	COX COMMUNICATIONS, INC.	897.03	N
1262586	11/04/2025	GREAT PLAINS COMMUNICATION	1087.79	N
1262587	11/04/2025	GREATAMERICA FINANCIAL SERVICES	1802.60	N
1262588	11/04/2025	MARCO INCORPORATED	165.77	N
1262589	11/04/2025	CITY OF OMAHA	319209.50	N
1262590	11/04/2025	CITY OF PAPILLION - MFO	262773.00	N
1262591	11/04/2025	HEARTLAND NATURAL GAS	728.43	N

TOTAL: \$2,795,140.10

APPROVED BY COUNCIL MEMBERS ON: 02/10/2025

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 4, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING TEXT AMENDMENTS – SECTIONS 2.03 AND 5.10	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance prepared to amend Sections 2.03 and 5.10 of the La Vista Zoning Ordinance pertaining to the addition of Body Art Services as a permitted use in the C-1 Zoning District.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Jennifer Simmons with Moon Water Tattoo has applied for a series of zoning text amendments to allow for the use of body art services as an allowed use within La Vista's C-1 Shopping Center Commercial zoning district, so that she may move her tattoo parlor to La Vista where she resides. Body Art Services is defined as any facility licensed by the State of Nebraska to provide body piercing, branding, permanent color technology, and/or tattooing. Establishments that receive less than 50% of their gross income from body art services shall be classified based on the primary source of gross income.

The proposed changes to the Zoning Ordinance provide for a definition for "Body Art Services" and allow for it as a permitted use in the C-1 Shopping Center Commercial District.

Redlines showing the revisions are attached. The Planning Commission held a public hearing on October 16, 2025 and voted 7-0 to recommend approval of the amendments.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO AMEND SECTION 2.03, AND SECTION 5.10 OF THE ZONING ORDINANCE UPDATE ADOPTED BY ORDINANCE NO. 848 (ZONING ORDINANCE), AS PREVIOUSLY AMENDED; TO REPEAL SECTION 2.03, AND SECTION 5.10 OF THE ZONING ORDINANCE UPDATE ADOPTED BY ORDINANCE NO. 848, AS PREVIOUSLY ENACTED AND AMENDED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR PUBLICATION AND THE EFFECTIVE DATE HEREOF.

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

Amendment of Section 2.03. Section 2.03 of the Zoning Ordinance Update adopted by Ordinance No. 848, as previously amended, is hereby amended to read as follows:

**Section 2.03 - Definitions: B**

**BAKERY SHOP** shall mean an establishment primarily engaged in the retail sale of baked products. The products may be prepared either on or off site. A bakery shall be considered a general retail use. (**Ordinance No. 1083, 2-17-09**)

**BANK** shall mean a freestanding building or secondary use within a building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. (**Ordinance No. 1083, 2-17-09**)

**BASEMENT** shall mean a building space partly underground, and having at least one-half (1/2) of its height, measuring from its floor to its ceiling, above the average adjoining finished ground grade line.

**BEACON** shall mean any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

**BEAUTY SHOP** shall mean any establishment where cosmetology services are provided including hair care, nail care, and skin care on a regular basis for compensation. (**Ordinance No. 1083, 2-17-09**)

**BED and BREAKFAST** shall mean a house, or portion thereof, where short-term lodging rooms and meals are provided. The operator shall live on the premises. (**Ordinance No. 1083, 2-17-09**)

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**BILLBOARD** (see Sign, Billboard)

**BLOCK** shall mean a parcel of land platted into lots and bounded by public streets or by waterways, rights-of-way, unplatted land, City-County boundaries, or adjoining property lines.

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**BOWLING CENTER** shall mean an establishment that devotes more than 50 percent of its gross floor area to bowling lanes, equipment, and playing area. Accessory uses such as the retail sale of snacks, the retail sale of beverages, and a video game arcade are customary. (**Ordinance No. 1083, 2-17-09**)

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**BREW PUB** shall mean a restaurant or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops, and yeast into beer or ale by mashing, cooking, and fermenting. By definition, these establishments produce no more than 10,000 barrels of beer or ale annually. The area, by definition, used for brewing, including bottling and kegging, shall not exceed twenty-five (25) percent of the total floor area of the commercial space.

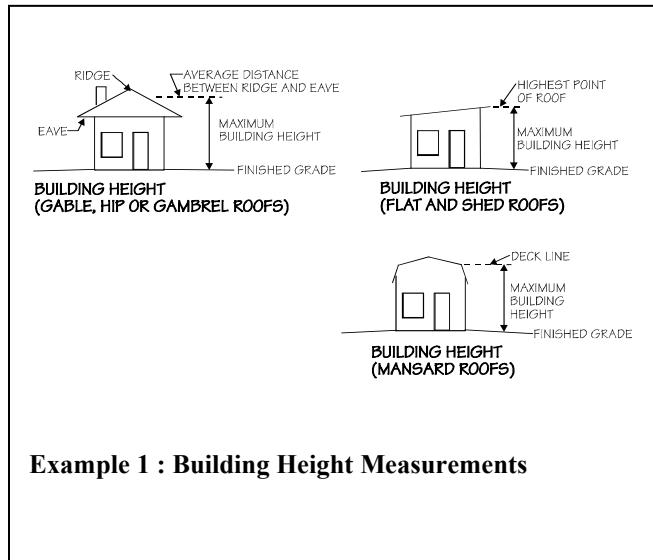
**BUFFER** shall mean a strip of land established to protect one type of land use from another incompatible land use or between a land use and a private or public road. (Also, see Screening)

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**BUILDING CODE** shall mean the various codes of the City that regulate construction and requires building permits, electrical permits, mechanical permits, plumbing permits, and other permits to do work regulated by the Uniform Building Code, and other codes adopted by the City that pertain to building construction.

**BUILDING HEIGHT** shall mean the vertical distance above grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched, hipped, or shed roof, measured from the highest adjoining sidewalk or ground surface within a five (5) foot horizontal distance at the exterior wall of the building. (Also, see Height) (**Ordinance No. 1083, 2-17-09**)



**BUILDING INSPECTOR** shall mean the Chief Building Official of the City of La Vista, Nebraska. (**Ordinance No. 1083, 2-17-09**)

**BUILDING-INTEGRATED SOLAR ENERGY SYSTEM** shall mean a solar photovoltaic system that is constructed as an integral part of a principal or accessory building or structure and where the building-integrated system features maintain a uniform profile or surface of vertical walls, window openings, and roofing. Such a system is used in lieu of a separate mechanical device, replacing or substituting for an architectural or structural component of the building or structure that appends or interrupts the uniform surfaces of walls, window openings and roofing. A building-integrated system may occur within vertical facades, replacing view glass, spandrel glass or other facade material; into semitransparent skylight systems; into roofing systems, replacing traditional roofing materials; or other building or structure envelope systems. (*Ordinance No. 1389, 3-3-2020*)

**BUILDING-MOUNTED SECS** shall mean a solar photovoltaic system attached to any part or type of roof on a building or structure that has a permit on file with the City of La Vista and that is either the principal structure or an accessory structure on a recorded lot. This system also includes any solar-based architectural elements. (*Ordinance No. 1389, 3-3-2020*)

**BUILDING SETBACK LINE** shall mean the minimum of distance as prescribed by this regulation between any property line and the closest point of the building line or face of any building or structure related thereto.

**BUSINESS OR TRADE SCHOOL** (see *Special or Vocational Training Facilities*) (*Ordinance No. 1083, 2-17-09*)

**BUSINESS SERVICES** shall mean establishments primarily engaged in rendering services to business establishments on a contract or fee basis, such as advertising, credit reporting, collection of claims, mailing, reproduction, stenographic, news syndicates, computer programming, photocopying, duplicating, data processing, services to buildings, and help supply services. (See also Standard Industrial Classification (SIC) Major Group 73, published by the U.S. Department of Labor.) (*Ordinance No. 1053, 1-15-08*)

Amendment of Section 5.10. Section 5.10 of the Zoning Ordinance Update adopted by Ordinance No. 848, as previously amended, is hereby amended to read as follows:

### **Section 5.10 C-1 Shopping Center Commercial.**

**5.10.01 Intent:** *The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns. (Ordinance No. 1253, 6-15-15)*

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

#### **5.10.02 Permitted uses:**

- 5.10.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.10.02.02 Child care center.
- 5.10.02.03 Dance studio, not including uses defined in Adult Establishment.
- 5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.
- 5.10.02.05 Museum, art gallery.
- 5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
  - 1. Apparel shop.
  - 2. Appliance store.
  - 3. Antique store.
  - 4. Automobile parts and supply store.
  - 5. Bakery shop (retail).

6. Barber and Beauty shop.
7. Bicycle shop.
8. Book store, not including uses defined in Adult Establishment.
9. Brew-on premises store.
10. Camera store.
11. Communication services.
12. Computer store.
13. Confectionery.
14. Dairy products sales.
15. Drug store.
16. Dry cleaning and laundry pickup.
17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
18. Food Sales (Limited).
19. Food Sales (General).
20. Floral shop.
21. Mortuary.
22. Furniture store or showroom.
23. Gift and curio shop.
24. Gunsmith.
25. Hardware store.
26. Hobby, craft, toy store.
27. Jewelry store.
28. Liquor store in conformance with Section 5.10.07.
29. Locksmith.
30. Meat market, retail.
31. Music retail store.
32. Newsstands, not including uses defined in Adult Establishment.
33. Paint store.
34. Photographer.
35. Picture framing shop.
36. Reservation center.
37. Restaurants: Sit-Down, Fast Casual, and Fast Food.
38. Second hand stores.
39. Shoe store.
40. Smoke shop, tobacco store, and CBD store in conformance with Section 5.10.07. **(Ordinance No. 1433, 12-7-21)**
41. Sporting goods.
42. Stamp and coin stores.
43. Tailors and dressmakers.
44. Tanning salon.
45. Travel agencies.
46. Video store, not including uses defined in Adult Establishment.
47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
48. Telephone exchange.
49. Telephone answering service.
50. Public overhead and underground local distribution utilities.
51. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
52. *Adult Day Care Services (Ordinance No. 1328, 9-18-18)*
53. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
54. *Personal Services, not including uses defined in Adult Entertainment Establishment. (Ordinance No. 1369, 10-1-19)*
55. *Body Art Services (Ordinance No. \_\_\_\_\_)*

**5.10.03 Permitted Conditional Uses:**

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Microbreweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
  - 1. Said use is totally enclosed within a building.
  - 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
  - 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
  - 4. Grooming shall only be associated with medical appointment.
  - 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.

*5.10.03.21 Self-storage units, provided:*

- 1. Storage unit is an extension of an existing self-storage unit or facility.*
- 2. The topography and access of the property will limit the development of identified commercial uses.*
- 3. No outdoor storage.*
- 4. Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
- 5. Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
- 6. Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
- 7. Such use shall not be located adjacent to the intersection of two or more arterial streets.*
- 8. The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
- 9. Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

*(Ordinance No. 954, 7-5-05)*

5.10.03.22 *Event center, provided:*

1. *A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.*
2. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
3. *Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
4. *All signage shall comply with the City's established regulations.*

**(Ordinance No. 955, 7-19-05)**

5.10.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1253, 6-16-15)*

5.10.03.24 *Pet Shop. (Ordinance No. 1253, 6-16-15)*

#### **5.10.04 Permitted Accessory Uses:**

5.10.04.01 Buildings and uses customarily incidental to the permitted uses.

5.10.04.02 Parking as allowed in Section 7.05 through 7.09.

5.10.04.03 Signs allowed in Section 7.01 through 7.04.

5.10.04.04 Landscaping as required by Section 7.17.

5.10.04.05 Solar Energy Conversion Systems as provided for in Section 7.15. **(Ordinance No. 1389, 3-3-2020)**

#### **5.10.05 Permitted Temporary Uses**

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)*

5.10.05.01 Temporary greenhouses.

5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.

5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.

5.10.05.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*

5.10.05.05 Temporary structure for festivals or commercial events.

#### **5.10.06 Height and Lot Requirements:**

5.10.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	-	150'	25' <sup>1</sup>	10'	25'	45'	60%
Permitted Conditional Uses	-	150'	25' <sup>1</sup>	10'	25'	45'	60%

<sup>1</sup>. 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

#### **5.10.07 Use Limitations:**

5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.

5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.

5.10.07.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

5.10.07.04 Zoning and land use standards for smoke shops, tobacco stores, CBD stores, and liquor stores shall be as follows:

- 5.10.07.04.01 Except as provided in subsection 5.10.07.04.04 below, the grouping of age-sensitive uses (such as smoke shops, tobacco stores, CBD stores, and liquor stores) shall be discouraged, and such uses shall be compatible with surrounding uses.
- 5.10.07.04.02 Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within three hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility or any other facility where children regularly gather or are present, or any park, church, religious institution, hospital, or other similar facility or uses.
- 5.10.07.04.03 Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within one thousand (1,000) feet, measured from property line to property line, from another smoke shop, tobacco store, CBD store, or liquor store in the same zoning district.
- 5.10.07.04.04 Wellness-oriented CBD stores engaged in the retail sale of cannabidiol (“CBD”) and hemp oil products such as oils, skin care products, and other nutritional or therapeutic CBD based products, and that do not sell products to be smoked or vaped, or accessories or paraphernalia connected with smoking or vaping (such as bongs, glass or water pipes, vaporizers or dab rigs), shall not be subject to the requirements of Sections 5.10.07.04.01 through 5.10.07.04.03.

“Repeal of Section 2.03 and Section 5.10 of the Zoning Ordinance Update Adopted by Ordinance No. 848, as Previously Enacted and Amended. Section 2.03 and Section 5.10 of the Zoning Ordinance Update adopted by Ordinance No. 848 as previously enacted and amended are hereby repealed.”

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.

Publication and Effective Date. This ordinance shall be published in a legal newspaper in or of general circulation within the city, or book, pamphlet or electronic form and take effect as provided by law.

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF NOVEMBER, 2025.

CITY OF LA VISTA

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

ATTEST:

Rachel D. Carl, CMC  
City Clerk

<\\Community Development\\Planning Department\\City Council\\Ordinances-Resolutions\\2025\\25-CD-Ordinance-Zoning Text Amendments-MISC.docx>

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**BUILDING HEIGHT** shall mean the vertical distance above grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched, hipped, or shed roof, measured from the highest adjoining sidewalk or ground surface within a five (5) foot horizontal distance at the exterior wall of the building. (Also, see Height) (*Ordinance No. 1083, 2-17-09*)

**BUILDING INSPECTOR** shall mean the *Chief Building Official* of the City of La Vista, Nebraska. (*Ordinance No. 1083, 2-17-09*)

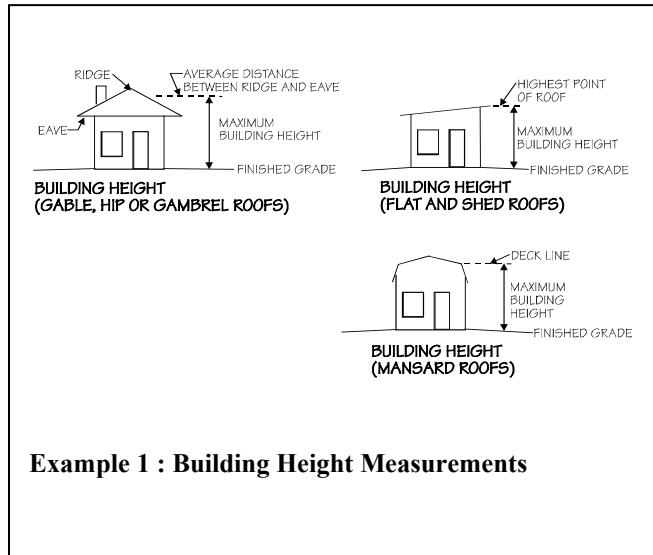
**BUILDING-INTEGRATED SOLAR ENERGY SYSTEM** shall mean a solar photovoltaic system that is constructed as an integral part of a principal or accessory building or structure and where the building-integrated system features maintain a uniform profile or surface of vertical walls, window openings, and roofing. Such a system is used in lieu of a separate mechanical device, replacing or substituting for an architectural or structural component of the building or structure that appends or interrupts the uniform surfaces of walls, window openings and roofing. A building-integrated system may occur within vertical facades, replacing view glass, spandrel glass or other facade material; into semitransparent skylight systems; into roofing systems, replacing traditional roofing materials; or other building or structure envelope systems. (*Ordinance No. 1389, 3-3-2020*)

**BUILDING-MOUNTED SECS** shall mean a solar photovoltaic system attached to any part or type of roof on a building or structure that has a permit on file with the City of La Vista and that is either the principal structure or an accessory structure on a recorded lot. This system also includes any solar-based architectural elements. (*Ordinance No. 1389, 3-3-2020*)

**BUILDING SETBACK LINE** shall mean the minimum of distance as prescribed by this regulation between any property line and the closest point of the building line or face of any building or structure related thereto.

**BUSINESS OR TRADE SCHOOL** (see *Special or Vocational Training Facilities*) (*Ordinance No. 1083, 2-17-09*)

**BUSINESS SERVICES** shall mean establishments primarily engaged in rendering services to business establishments on a contract or fee basis, such as advertising, credit reporting, collection of claims, mailing, reproduction, stenographic, news syndicates, computer programming, photocopying, duplicating, data processing, services to buildings, and help supply



Example 1 : Building Height Measurements

services. (See also *Standard Industrial Classification (SIC) Major Group 73, published by the U.S. Department of Labor.*) (**Ordinance No. 1053, 1-15-08**)

Amendment of Section 5.10. Section 5.10 of the Zoning Ordinance Update adopted by Ordinance No. 848, as previously amended, is hereby amended to read as follows:

### **Section 5.10 C-1 Shopping Center Commercial.**

**5.10.01 Intent:** The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns. (**Ordinance No. 1253, 6-15-15**)

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

#### **5.10.02 Permitted uses:**

5.10.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (**Ordinance No. 950, 3-1-05**)*

5.10.02.02 Child care center.

5.10.02.03 Dance studio, not including uses defined in Adult Establishment.

5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.

5.10.02.05 Museum, art gallery.

5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:

1. Apparel shop.
2. Appliance store.
3. Antique store.
4. Automobile parts and supply store.
5. Bakery shop (retail).
6. Barber and Beauty shop.
7. Bicycle shop.
8. Book store, not including uses defined in Adult Establishment.
9. Brew-on premises store.
10. Camera store.
11. Communication services.
12. Computer store.
13. Confectionery.
14. Dairy products sales.
15. Drug store.
16. Dry cleaning and laundry pickup.
17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
18. Food Sales (Limited).
19. Food Sales (General).
20. Floral shop.

21. Mortuary.
22. Furniture store or showroom.
23. Gift and curio shop.
24. Gunsmith.
25. Hardware store.
26. Hobby, craft, toy store.
27. Jewelry store.
28. Liquor store in conformance with Section 5.10.07.
29. Locksmith.
30. Meat market, retail.
31. Music retail store.
32. Newsstands, not including uses defined in Adult Establishment.
33. Paint store.
34. Photographer.
35. Picture framing shop.
36. Reservation center.
37. Restaurants: Sit-Down, Fast Casual, and Fast Food.
38. Second hand stores.
39. Shoe store.
40. Smoke shop, tobacco store, and CBD store in conformance with Section 5.10.07. (**Ordinance No. 1433, 12-7-21**)
41. Sporting goods.
42. Stamp and coin stores.
43. Tailors and dressmakers.
44. Tanning salon.
45. Travel agencies.
46. Video store, not including uses defined in Adult Establishment.
47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
48. Telephone exchange.
49. Telephone answering service.
50. Public overhead and underground local distribution utilities.
51. *Publicly owned and operated facilities.* (**Ordinance No. 950, 3-1-05**)
52. *Adult Day Care Services (Ordinance No. 1328, 9-18-18)*
53. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
54. *Personal Services, not including uses defined in Adult Entertainment Establishment. (Ordinance No. 1369, 10-1-19)*
55. *Body Art Services (Ordinance No. \_\_\_\_\_)*

#### **5.10.03 Permitted Conditional Uses:**

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Microbreweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.

5.10.03.10      Bowling center.

5.10.03.11      Business or trade school.

5.10.03.12      Commercial greenhouse.

5.10.03.13      Mail order services.

5.10.03.14      Pinball or video games business.

5.10.03.15      Tavern and cocktail lounge, not including uses defined in Adult Establishment.

5.10.03.16      Totally enclosed, automated and conveyor-style car washes.

5.10.03.17      Convenience store with limited fuel sales.

5.10.03.18      Garden supply and retail garden center.

5.10.03.19      Outdoor storage in conjunction with another primary use.

5.10.03.20      Pet Health Services, provided the following:

1. Said use is totally enclosed within a building.
2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
4. Grooming shall only be associated with medical appointment.
5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.

5.10.03.21      *Self-storage units, provided:*

1. *Storage unit is an extension of an existing self-storage unit or facility.*
2. *The topography and access of the property will limit the development of identified commercial uses.*
3. *No outdoor storage.*
4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
7. *Such use shall not be located adjacent to the intersection of two or more arterial streets.*
8. *The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
9. *Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

**(Ordinance No. 954, 7-5-05)**

5.10.03.22 Event center, provided:

1. A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.
2. Lighting on site shall not be directed at or allowed to shine on any residential zoned property.
3. Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.
4. All signage shall comply with the City's established regulations.

*(Ordinance No. 955, 7-19-05)*

5.10.03.23 Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. *(Ordinance No. 1253, 6-16-15)*

5.10.03.24 Pet Shop. *(Ordinance No. 1253, 6-16-15)*

#### **5.10.04 Permitted Accessory Uses:**

5.10.04.01 Buildings and uses customarily incidental to the permitted uses.

5.10.04.02 Parking as allowed in Section 7.05 through 7.09.

5.10.04.03 Signs allowed in Section 7.01 through 7.04.

5.10.04.04 Landscaping as required by Section 7.17.

5.10.04.05 Solar Energy Conversion Systems as provided for in Section 7.15. *(Ordinance No. 1389, 3-3-2020)*

#### **5.10.05 Permitted Temporary Uses**

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. *(Ordinance No. 998, 7-18-06)*

5.10.05.01 Temporary greenhouses.

5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.

5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.

5.10.05.04 Buildings and uses incidental to construction work are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. *(Ordinance No. 998, 7-18-06)*

5.10.05.05 Temporary structure for festivals or commercial events.

#### **5.10.06 Height and Lot Requirements:**

5.10.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Coverage	Lot
Permitted Uses	-	150'	25' <sup>1</sup>	10'	25'	45'	60%	
Permitted Conditional Uses	-	150'	25' <sup>1</sup>	10'	25'	45'	60%	
1. 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.								

#### **5.10.07 Use Limitations:**

5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.

5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.

5.10.07.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

5.10.07.04 Zoning and land use standards for smoke shops, tobacco stores, CBD stores, and liquor stores shall be as follows:

5.10.07.04.01 Except as provided in subsection 5.10.07.04.04 below, the grouping of age-sensitive uses (such as smoke shops, tobacco stores, CBD stores, and liquor stores) shall be discouraged, and such uses shall be compatible with surrounding uses.

5.10.07.04.02 Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within three hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility or any other facility where children regularly gather or are present, or any park, church, religious institution, hospital, or other similar facility or uses.

5.10.07.04.03 Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within one thousand (1,000) feet, measured from property line to property line, from another smoke shop, tobacco store, CBD store, or liquor store in the same zoning district.

5.10.07.04.04 Wellness-oriented CBD stores engaged in the retail sale of cannabidiol ("CBD") and hemp oil products such as oils, skin care products, and other nutritional or therapeutic CBD based products, and that do not sell products to be smoked or vaped, or accessories or paraphernalia connected with smoking or vaping (such as bongs, glass or water pipes, vaporizers or dab rigs), shall not be subject to the requirements of Sections 5.10.07.04.01 through 5.10.07.04.03.

Repeal of Section 2.03 and Section 5.10 of the Zoning Ordinance Update Adopted by Ordinance No. 848, as Previously Enacted and Amended. Section 2.03 and Section 5.10 of the Zoning Ordinance Update adopted by Ordinance No. 848 as previously enacted and amended are hereby repealed."

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.

Publication and Effective Date. This ordinance shall be published in a legal newspaper in or of general circulation within the city, or book, pamphlet or electronic form and take effect as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 4, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BOND ISSUANCE TAX SUPPORTED BOND 84 <sup>TH</sup> STREET REDEVELOPMENT	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

**SYNOPSIS**

Bond Counsel has prepared an ordinance to provide for the City of La Vista to issue a Tax Supported Bond. The ordinance also directs the Mayor to execute the official statement.

**FISCAL IMPACT**

The FY26 Budget included the issuance of a \$7M bond in the revenue projections.

**RECOMMENDATION**

Approval.

**BACKGROUND**

To facilitate continued redevelopment along the 84<sup>th</sup> Street Corridor, the City Council approved and budgeted for several capital improvement projects in the FY25/FY26 Budget. These projects align with the strategic plan of the City and include:

- 84<sup>th</sup> Street Trail, Harrison Street to Giles Road
- Planning Documents for a new City Pool
- Central Park West Infrastructure

The \$7M bond is needed to complete these projects in the time frame set forth in the budget.

A complete copy of all supporting documents is on file in the Office of the City Clerk.

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

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX SUPPORTED MUNICIPAL IMPROVEMENT BONDS, SERIES 2025, OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS (\$7,200,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE 84<sup>TH</sup> STREET REDEVELOPMENT PROJECT AREA; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY A SALES AND USE TAX AND OTHER SOURCES OF FUNDS FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF SAID TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA:**

Section 1. The Mayor and City Council (the “Council”) of the City of La Vista, Nebraska (the “City”), hereby find and determine that:

- (a) The City imposes a sales and use tax in the amount of one and one-half percent (1.50%) (the “Sales Tax”) upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax pursuant to the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended, the “Act”), and imposes an additional one-half of one percent (0.50%) sales and use tax (the “Additional Tax”; and together with the Sales Tax, the “Tax”) to pay the costs of public infrastructure projects (as defined in section 77-27,142 of the Act) in the 84<sup>th</sup> Street Redevelopment Project Area (collectively, the “Project”).
- (b) The City has issued and outstanding bonds payable from the revenues generated by the Additional Tax, and will continue to impose the Additional Tax until payment in full of said bonds, the bonds issued hereunder, and any refunding bonds.
- (c) The City is authorized to issue bonds pursuant to the Act to provide financing for the Project and to pledge receipts of the Additional Tax and dedicate a portion of its property tax levy authority as provided in Section 77-3442, R.R.S. Neb., as amended, for payment of such bonds.
- (d) All conditions, acts and things required to exist or to be done precedent to the issuance of Tax Supported Municipal Improvement Bonds, Series 2025, (or such other title as determined in a Designation as described below, the “Bonds”) of the City of La Vista, Nebraska, in one or more series in the aggregate principal amount of not to exceed Seven Million Two Hundred Thousand Dollars (\$7,200,000) pursuant to the Act to provide financing for a portion of the cost of the Project do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying and reimbursing the costs of the Project as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the Tax Supported Municipal Improvement Bonds of the City in one or more series, in the aggregate stated principal amount of

not to exceed Seven Million Two Hundred Thousand Dollars (\$7,200,000); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount.

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “Underwriter”). In connection with such sale, the Mayor, City Administrator, Director of Administrative Services, City Finance Director, and City Clerk (each, an “Authorized Officer”) are each hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “Designation”), the following with respect to the Bonds: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 0.75% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) for each series, the title, dated date, aggregate principal amount (which aggregate stated principal amount shall not exceed \$7,200,000; provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount), and the final maturity date, which shall not be later than December 15, 2045, (iv) the principal amounts maturing in each year and whether maturities will be issued as serial or term bonds (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 5.00%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity (x) whether one or more series, and certain maturities, of the Bonds (such bonds referred to herein as the “Insured Bonds”) to be insured by the Assured Guaranty Municipal Corp. (the “Bond Insurer”) as determined pursuant to section 15 of this Ordinance and the terms and provisions related to the Bonds and any such bond insurance policy, and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on March and September of each year beginning March 15, 2026 (or such other dates as may be determined in the Designation, each an “Interest Payment Date”), and the Bonds shall bear interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the “Record Date”), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner’s registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. BOKF, National Association, Lincoln, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. If a bank or trust company is designated, such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City as said Paying Agent and Registrar shall not be required to transfer any Bond during any period

from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date as may be determined in the Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which

notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

## UNITED STATES OF AMERICA

STATE OF NEBRASKA  
COUNTY OF SARPYCITY OF LA VISTA, NEBRASKA  
TAX SUPPORTED MUNICIPAL IMPROVEMENT BOND, SERIES 2025

No. R-\_\_\_\_\_ \$\_\_\_\_\_

<u>Interest Rate</u> %	<u>Maturity Date</u> _____, 20____	<u>Date of Original Issue</u> _____, 2025	<u>CUSIP</u>
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**Registered Owner:** Cede & Co.  
13-2555119

**Principal Amount:** \_\_\_\_\_ **DOLLARS**

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on \_\_\_\_\_, 20\_\_\_\_, and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_ of each year (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond is payable upon presentation and surrender of the bond at the office of \_\_\_\_\_, \_\_\_\_\_, Nebraska, as Paying Agent and Registrar. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds of the total principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City to pay the costs of constructing public infrastructure improvements in the 84th Street Redevelopment Project Area. The issuance of this bond and the bonds of this issue has been authorized by proceedings duly had and Ordinance No. \_\_\_\_ (the "Ordinance") legally passed and approved by the Mayor and City Council of said City on \_\_\_\_\_, 20\_\_\_\_.

All Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after \_\_\_\_\_ years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, as described in the Ordinance, the City of La Vista, Nebraska, has pledged funds received and to be received from revenues from a  $\frac{1}{2}$  percent sales and use tax as described in the Ordinance (the "Additional Tax"), with receipts from such tax to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City has covenanted and agreed in the Ordinance that it shall designate a portion of its property tax authority pursuant to Section 77-3442, R.R.S. Neb., as amended, in such amount as will provide funds which, together with receipts from the Additional Tax as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFeree OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and City Council of the City of La Vista, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF LA VISTA, NEBRASKA

ATTEST:

(facsimile signature)  
Mayor

(facsimile signature)  
City Clerk

(SEAL)

#### **CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds authorized by Ordinance of the Mayor and City Council of the City of La Vista, Nebraska, described in the foregoing bond.

BOKF, NATIONAL ASSOCIATION, LINCOLN,  
NEBRASKA  
as Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

#### **[STATEMENT OF INSURANCE]**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on the Bonds maturing \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_, inclusive (the “Insured Bonds”), to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or its successor, as paying agent for the Insured Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.]

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_  
agent to transfer the within Bond on the Bond Register kept by the  
Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the “Letter of Representations”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

- (i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,
- (ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or
- (iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Series 2022 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to

the Treasurer of the City who shall be responsible therefor under his/her official bond and such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Neb., as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the purchase price thereof plus accrued interest thereon to date of payment of the Bonds. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, a copy of which shall be delivered to the Underwriter.

Section 10. The proceeds of the Bonds shall be applied to the costs of the Project as described in Section 1 hereof, including payment of any related warrant indebtedness and issuance expenses for the Bonds. Pending such application the City Treasurer shall hold such proceeds.

Section 11. The Bonds are special obligations of the City payable from, and secured as to the payment of principal and interest by a pledge of the additional ½ percent sales and use tax imposed pursuant to Ordinance No. 1216 (as described and defined in Section 1 hereof as the “Additional Tax”). The City hereby pledges the Additional Tax to the payment of the principal of and interest on the Bonds. The City hereby further agrees that it shall dedicate such portion of its property tax levy authority (as provided in Section 77-3442, R.R.S. Neb., as amended) as is necessary to provide funds which, together with receipts from the Additional Tax as pledged to the payment of the Bonds and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions). The pledge of the Additional Tax provided for in this Section 11 for the Bonds shall not prevent the City from otherwise applying receipts from the Additional Tax in any year so long as sufficient receipts from such fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional bonds payable on par with the Bonds equally and ratably secured by a pledge of receipts from the Additional Tax.

Section 12. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 13. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the “Continuing Disclosure Undertaking”) in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all

of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 14. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the “Code”), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby authorizes the Authorized Officers, or any one or more of them, as, if and to the extent appropriate, to designate the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenant and warrant on behalf of the City that the City does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during the calendar year in which the Bonds are issued (taking into consideration the exception for current refunding issues). The City agrees to take all further actions, if any, necessary and appropriate to qualify the Bonds herein authorized as such “qualified tax-exempt obligations” as and to the extent permitted by law.

Section 15. The Authorized Officers are authorized to obtain an insurance policy (the “**Bond Insurance Policy**”) issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Insured Bonds, and take any and all actions necessary or appropriate in connection with

obtaining such Bond Insurance Policy. Notwithstanding any other provision of this Ordinance to the contrary, the following provisions shall be applicable to any bonds designated as Insured Bonds:

(a) As used in this Section 15, “**Insurer**” shall be defined as follows: “Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof”. “**Policy**” shall be defined as follows: “the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due”. Other capitalized terms used in this Section 15 but not otherwise defined shall have the meanings ascribed to them elsewhere in this Ordinance.

(b) The Insurer shall be deemed to be the sole holder of Bonds designated as Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Insured Bonds are entitled to take pursuant to the Bond Ordinance pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Registrar. In furtherance thereof and as a term of this Bond Ordinance and each Insured Bond, the Registrar and each holder of the Insured Bonds appoint the Insurer as their agent and attorney-in-fact with respect to the Insured Bonds and agree that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “**Insolvency Proceeding**”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “**Claim**”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Registrar and each holder of the Insured Bonds delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Registrar and each holder of the Insured Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the holders shall expressly include mandamus.

(c) The maturity of the Insured Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Insured Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the City) and the Registrar shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer’s obligations under the Policy with respect to such Insured Bonds shall be fully discharged.

(d) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(e) The Insurer is a third party beneficiary to this Bond Ordinance.

(f) Any amendment, supplement, modification to, or waiver of, the Bond Ordinance or any other transaction document, including any underlying security agreement (each a “**Related Document**”), that requires the consent of holders or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(g) The rights granted to the Insurer under the Bond Ordinance or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the holders or any other person is required in addition to the consent of the Insurer.

(h) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Insured Bonds unless the Insurer otherwise approves.

To accomplish defeasance of the Insured Bonds, the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Insured Bonds in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Insured Bonds are no longer "Outstanding" under the Bond Ordinance and (iv) a certificate of discharge of the Registrar with respect to the Insured Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City, the Registrar and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Insured Bonds shall be deemed "Outstanding" under the Bond Ordinance unless and until they are in fact paid and retired or the above criteria are met.

(i) Amounts paid by the Insurer under the Policy shall not be deemed paid for purposes of the Bond Ordinance and the Insured Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the City in accordance with the Bond Ordinance. The Bond Ordinance shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(j) Claims Upon the Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Registrar, after making all transfers and deposits required under the Bond Ordinance, moneys sufficient to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Registrar shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Registrar shall make a claim under the Policy and give notice to the Insurer and the Insurer's

Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Bonds and the amount required to pay principal of the Insured Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Policy.

The Registrar shall designate any portion of payment of principal on Insured Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Bonds registered to the then current holder of the Insured Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Registrar's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the City on any Bond or the subrogation rights of the Insurer.

The Registrar shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Registrar.

Upon payment of a claim under the Policy, the Registrar shall establish a separate special purpose trust account for the benefit of holders of the Insured Bonds referred to herein as the "**Policy Payments Account**" and over which the Registrar shall have exclusive control and sole right of withdrawal. The Registrar shall receive any amount paid under the Policy in trust on behalf of holders of the Insured Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Registrar to holders of the Insured Bonds in the same manner as principal and interest payments are to be made with respect to the Insured Bonds under the sections hereof regarding payment of Insured Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Indenture to the contrary, the City agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Policy (the "**Insurer Advances**"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "**Insurer Reimbursement Amounts**"). "**Late Payment Rate**" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Insured Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The City hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Revenues and payable from such Revenues on a parity with debt service due on the Insured Bonds.

Funds held in the Policy Payments Account shall not be invested by the Registrar and may not be applied to satisfy any costs, expenses or liabilities of the Registrar. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Insurer.

(k) The Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the City to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(l) The City shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Bond Ordinance or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Bond Ordinance or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Bond Ordinance or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Ordinance or any other Related Document.

(m) The Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof in accordance with the Bond Ordinance, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Policy) or a claim upon the Policy.

(n) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. \_\_\_\_\_, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

(o) The Insurer shall be provided with the following information by the City or the Registrar, as the case may be:

- (i) Annual audited financial statements within 180 days after the end of the City’s fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under the Bond Ordinance), and the City’s annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;
- (ii) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Maximum Required Reserve and (ii) withdrawals in connection with a refunding of Insured Bonds;
- (iii) Notice of any default known to the Registrar or City within five Business Days after knowledge thereof;
- (iv) Prior notice of the advance refunding or redemption of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof;

- (v) Notice of the resignation or removal of the Registrar and the appointment of, and acceptance of duties by, any successor thereto;
- (vi) Notice of the commencement of any Insolvency Proceeding;
- (vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Bonds;
- (viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and
- (ix) All reports, notices and correspondence to be delivered to holders of the Insured Bonds under the terms of the Related Documents.

In addition, to the extent that the City has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Insured Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

(p) The Insurer shall have the right to receive such additional information as it may reasonably request.

(q) The City will permit the Insurer to discuss the affairs, finances and accounts of the City or any information the Insurer may reasonably request regarding the security for the Insured Bonds with appropriate officers of the City and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

(r) The Registrar shall notify the Insurer of any failure of the City to provide notices, certificates and other information under the transaction documents.

(s) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Bond Ordinance would adversely affect the security for the Insured Bonds or the rights of the holders of the Insured Bonds, the Registrar shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Policy.

(t) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Insured Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

Section 16. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or

redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 17. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 4, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND VARIOUS SECTIONS OF THE LA VISTA MUNICIPAL CODE	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	RACHEL CARL CITY CLERK

**SYNOPSIS**

Ordinances have been prepared to amend Sections 10.05, 33.16, 33.18, 33.22, 33.72, 33.73, 35.03, 35.10, 35.11, 35.12, 35.14, 35.15, 35.30, 35.46, 35.47, 35.48, 35.51, and 91.06 of the La Vista Municipal Code.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

There are changes as a result of American Legal Publishing Corporation incorporating the legislative changes from the 2024 legislative session into the Municipal Code along with changes to update sections of the Code.

These changes have been reviewed by the City Attorney and City Clerk.

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 10.05; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Municipal Code Section 10.05 is hereby amended as follows:

**§ 10.05 DEFINITIONS.**

- (A) *General rule.* Words and phrases shall be taken in their plain, or ordinary and usual sense. However, technical words and phrases having a peculiar and appropriate meaning in law shall be understood according to their technical import.
- (B) *Definitions.* For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AGENT.** A person acting on behalf of another.

**CITY, MUNICIPAL CORPORATION, or MUNICIPALITY.** The City of La Vista, Nebraska.

**CITY COUNCIL or COUNCIL.** The City Council of the city.

**CITY POLICE.** Any police officer of the city.

**CLERK.** The Clerk of the city.

**CODE, THIS CODE, or THIS CODE OF ORDINANCES.** This city code as modified by amendment, revision, and adoption of new titles, chapters, or sections.

**COUNTY.** Sarpy County, Nebraska.

**GOVERNING BODY.** The Mayor and City Council of the city.

**MAY.** The act referred to is permissive.

**MAYOR.** The Mayor of the city.

**MONTH.** A calendar month.

**NEBRASKA STATUTES, NEB. REV. STAT., RS OR STATE STATUTES.** Statutes of the State of Nebraska, as enacted or amended from time to time.

**OATH.** An affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words **SWEAR** and **SWORN** shall be equivalent to the words **AFFIRM** and **AFFIRMED**.

**OCCUPANT.** Any person who occupies the whole or any part of a building or land whether alone or with others.

**OFFICER, OFFICE, EMPLOYEE, COMMISSION, or DEPARTMENT.** An officer, office, employee, commission, or department of this city, unless the context clearly requires otherwise.

**PERSON.** Includes bodies politic and corporate, societies, communities, the public generally, individuals, partnerships, limited liability companies, joint-stock companies, and associations. (Neb. RS 49-801(16))

**PRECEDING** or **FOLLOWING.** Next before or next after, respectively.

**SHALL.** The act referred to is mandatory.

**SIGNATURE** or **SUBSCRIPTION.** Includes a mark when the person cannot write.

**STATE.** The state of Nebraska.

**SUBCHAPTER.** A division of a chapter, designated in this code by a heading in the chapter analysis and a capitalized heading in the body of the chapter, setting apart a group of sections related by the subject matter of the heading. Not all chapters have subchapters.

**WRITTEN.** Any representation of words, letters, or figures, whether by printing or otherwise.

**YEAR.** A calendar year, unless otherwise expressed.

**SECTION 2. Repeal of Conflicting Ordinances.** Sections 10.05 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 3. 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 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 5. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 10.05; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 10.05 is hereby amended as follows:

**§ 10.05 DEFINITIONS.**

- (A) **General rule.** Words and phrases shall be taken in their plain, or ordinary and usual sense. However, technical words and phrases having a peculiar and appropriate meaning in law shall be understood according to their technical import.
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**CITY COUNCIL or COUNCIL.** The City Council of the city.

**CITY POLICE.** Any police officer of the city.

**CLERK.** The Clerk of the city.

**CODE, THIS CODE, or THIS CODE OF ORDINANCES.** This city code as modified by amendment, revision, and adoption of new titles, chapters, or sections.

**COUNTY.** Sarpy County, Nebraska.

**GOVERNING BODY.** The Mayor and City Council of the city.

**MAY.** The act referred to is permissive.

**MAYOR.** The Mayor of the city.

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**OCCUPANT.** Any person who occupies the whole or any part of a building or land whether alone or with others.

**OFFICER, OFFICE, EMPLOYEE, COMMISSION, or DEPARTMENT.** An officer, office, employee, commission, or department of this city, unless the context clearly requires otherwise.

**PERSON.** Includes bodies politic and corporate, societies, communities, the public generally, individuals, partnerships, limited liability companies, joint-stock companies, and associations. (Neb. RS 49-801(16))

**PRECEDING** or **FOLLOWING.** Next before or next after, respectively.

**SHALL.** The act referred to is mandatory.

**SIGNATURE** or **SUBSCRIPTION.** Includes a mark when the person cannot write.

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**SUBCHAPTER.** A division of a chapter, designated in this code by a heading in the chapter analysis and a capitalized heading in the body of the chapter, setting apart a group of sections related by the subject matter of the heading. Not all chapters have subchapters.

**WRITTEN.** Any representation of words, letters, or figures, whether by printing or otherwise.

**YEAR.** A calendar year, unless otherwise expressed.

**SECTION 2. Repeal of Conflicting Ordinances.** Sections 10.05 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 3. 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 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 5. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 33.16, 33.18, AND 33.22; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 33.16 is hereby amended to read as follows:

**§ 33.16 PUBLIC BODY MEETINGS TO BE IN ACCORDANCE WITH THE OPEN MEETINGS ACT.**

Meetings of the City Council or other public bodies of the City shall be held in accordance with the Nebraska Open Meetings Act set forth in Neb. RS 84-1407 through 84-1414, including without limitation requirements of the Act governing notices, agendas, emergency meetings, virtual conferencing, minutes, voting and closed sessions.

**SECTION 2.** Municipal Code Section 33.18 is hereby amended to read as follows:

**§ 33.18 EMERGENCY MEETINGS.**

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes, and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of § 33.21 shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

**SECTION 3.** Municipal Code Section 33.22 is hereby amended to read as follows:

**§ 33.22 PUBLIC PARTICIPATION.**

(A) Subject to the Open Meetings Act, the public shall have the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to Neb. RS 84-1410 as described in § 33.17, may be videotaped, televised, photographed, broadcast or recorded by any person in attendance by means of a tape recorder, camera, video equipment or any other means of pictorial or sonic reproduction or in writing. Except for such closed sessions, a public body shall allow members of the public an opportunity to speak at each meeting.

(B) It shall not be a violation of division (A) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting or recording its meetings, including meetings held by virtual conferencing. No public body shall require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.

(C) No public body shall, for the purpose of circumventing the provisions of the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience. No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place located in this state.

(D) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting. Public bodies shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form.

Public bodies shall make available at least one current copy of the Open Meetings Act, posted in the meeting room at a location accessible to members of the public. At the

beginning of the meeting, the public body shall be informed about the location of the posted information.

**SECTION 4. Repeal of Conflicting Ordinances.** Sections 33.16, 33.18, and 33.22 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 5. 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 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 6. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 33.72 AND 33.73; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 33.72 is hereby amended to read as follows:

**§ 33.72 NONDISCLOSURE GENERALLY.**

Pursuant to Neb. RS 84-712.05 or other applicable Nebraska statutes, the following records, unless publicly disclosed in an open court, open administrative proceeding, or open meeting, or disclosed by the city pursuant to its duties, shall not constitute public records and shall be withheld and not disclosed to the public:

- (A) Any records described in Neb. RS 84-712.05, including without limitation 84-712.05(3) described in § 33.73(A);
- (B) Nonpublic records as defined in § 33.76; and
- (C) All other records and parts thereof that are from time to time permitted or required to be withheld by the city under any applicable law, including without limitation § 33.73(B).

**SECTION 2.** Municipal Code Section 33.73 is hereby amended to read as follows:

**§ 33.73 NONDISCLOSURE OF TRADE SECRETS, ACADEMIC, SCIENTIFIC PROPRIETARY, COMMERCIAL AND OTHER INFORMATION.**

(A) Following are the types of records that shall be withheld pursuant to Neb. RS 84-712.05(3):

- (1) Trade secrets as that term is defined from time to time by state or federal courts of Nebraska applying Nebraska law, the Nebraska Trade Secrets Act or other applicable law;
- (2) Academic and scientific research work which is in process and unpublished; and
- (3) Other proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose. To be withheld under this subsection:
  - (a) The information must be:
    1. Proprietary or commercial information;
    2. Customarily regarded as confidential in the industry; and
    3. If disclosed, the information may provide an identifiable commercial or business advantage to one or more specified business competitors; and
  - (b) There is no public interest in disclosure, or the interests in nondisclosure outweigh any public interest in disclosure.

(B) In addition to, and not in limitation of, any other provision of this subchapter, business information received by the city in the course of administration of its economic development program shall, to the maximum extent permitted by law, be and remain confidential pursuant to § 33.72(B), § 33.73(A), Neb. RS 84-712.05, binding agreement of the city with a qualifying business participating in the economic development program requiring the city to maintain the confidentiality of business information, § 33.73(B)(1) below, and/or any other provision of applicable law now or hereafter enacted or amended, and shall not be disclosed.

- (1) Members of the Citizens Advisory Review Committee, in their capacity as members and consistent with their responsibilities as members, may from time to

time be permitted access to business information received by the city in the course of its administration of the municipal economic development program, and members of the Committee shall maintain the confidentiality of and not disclose such information. Unauthorized disclosure of any business information which is confidential under Neb. RS 84-712.05 shall be a Class III misdemeanor.

(2) **BUSINESS INFORMATION** means all information of or related to a business, its owners and/or affiliates that is identified by the person providing the information as confidential, including, but not limited to, information related to operations, accounts, projects, performance, marketing, planning, financial statements, results and budgeting, but does not include:

- (a) Information which is or becomes generally available to the public;
- (b) Information rightfully received by the city from a third party and with respect to which there is no obligation of confidentiality of the city;
- (c) Information independently developed by the city or any third party and with respect to which there is no obligation of confidentiality of the city; and
- (d) Information disclosed pursuant to a court order or other operation of law.

**SECTION 3. Repeal of Conflicting Ordinances.** Sections 33.72 and 33.73 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 4. 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 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 5. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Rachel D. Carl, CMC  
City Clerk

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 35.03; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 35.03 is hereby amended to read as follows:

**§ 35.03 CONTRACT ADVERTISING.**

(A) Before the City Council shall make any contract in excess of \$30,000 for enlargement or general improvements, such as water extensions, sewers, public heating systems, bridges, work on streets, or any other work or improvement where the cost of such enlargement or improvement shall be assessed to the property, an estimate of the cost thereof shall be made by the City Engineer and submitted to the Council. No contract shall be entered into for any such work, improvement or enlargement of such an improvement, or for the purchase of equipment used in the construction of such enlargement or general improvement, for any price exceeding \$30,000 without advertising for bids or otherwise satisfying requirements of applicable law, including without limitation Neb. RS 16-321 or Neb. RS 16-321.01.

(B) If the materials are of such a nature that, in the opinion of the manufacturer and with the concurrence of the City Council, no cost can be estimated until the materials have been manufactured or assembled to the specific qualifications of the city, the City Council may authorize the manufacture and assemblage of such materials and may thereafter approve the estimated cost expenditure when it is provided by the manufacturer.

(C) Any city bidding procedure may be waived by the City Council:

- (1) When materials or equipment are purchased at the same price and from the same seller as materials or equipment which have formerly been obtained pursuant to the state bidding procedure in the State Procurement Act;
- (2) When the contract is negotiated directly with a sheltered workshop pursuant to Neb. RS 48-1503; or
- (3) When required to comply with any federal grant, loan, or program.

**SECTION 2. Repeal of Conflicting Ordinances.** Section 35.03 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 3. 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 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 4. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Rachel D. Carl, CMC  
City Clerk

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 35.10, 35.11, 35.12, 35.14, 35.15, AND 35.30; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 35.10 is hereby amended to read as follows:

**§ 35.10 DEPOSIT OF FUNDS.**

The City Treasurer shall deposit, and at all times keep on deposit, for safekeeping, in banks or other financial institutions of approved and responsible standing, all money collected, received, or held by him or her as City Treasurer, pursuant to applicable State Statutes, including without limitation Neb. RS 16-712.

**SECTION 2.** Municipal Code Section 35.11 is hereby amended to read as follows

**§ 35.11 CERTIFICATES OF DEPOSIT; TIME DEPOSITS; SECURITY REQUIRED.**

The City Treasurer may, upon resolution of the Mayor and City Council authorizing the same, purchase certificates of deposit from and make time deposits in banks or other financial institutions selected as depositories of city funds under, and otherwise satisfying the requirements of, applicable State Statutes, including without limitation Neb. RS 16-712, 16-713, 16-714, and 16-715.

**SECTION 3.** Municipal Code Section 35.12 is hereby amended to read as follows:

**§ 35.12 DEPOSITORY BOND.**

For the security of the fund so deposited, the City Treasurer shall require each depository to give bond or other security in accordance with applicable State Statutes, including without limitation Neb. RS 16-714 and 16-715, or in lieu of such bond any bank or other financial institution making application to become a depository may give security to the city clerk as provided in the Public Funds Deposit Security Act.

**SECTION 4.** Municipal Code Section 35.13 is hereby deleted in its entirety.

**SECTION 5.** Municipal Code Section 35.14 is hereby amended to read as follows:

**§ 35.14 MAXIMUM DEPOSITS.**

The Treasurer shall not have on deposit in any bank or other financial institution at any time more than the amount authorized by applicable Statutes, including without limitation Neb RS 16-716.

**SECTION 6.** Municipal Code Section 35.15 is hereby amended to read as follows:

**§ 35.15 INVESTMENT OF FUNDS.**

Whenever the city shall have accumulated a surplus of any fund in excess of its current needs or has accumulated a sinking fund for the payment of its bonds and the money in such sinking fund shall exceed the amount necessary to pay the principal and interest of any such bonds which become due during the current year, the Mayor and Council are authorized to invest such surplus in certificates of deposit, in time deposits and in securities in which the state investment officer is authorized by law to invest pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act and as provided in the authorized investment guidelines of the Nebraska Investment Council in effect on the date the investment is made. Nothing in the preceding sentence shall be construed to authorize investments in venture capital or to expand the investment authority of a local government investment pool under the Public Entities Pooled Investment Act.

**SECTION 7.** Municipal Code Section 35.30 is hereby amended to read as follows:

**§ 35.30 IMPOSITION.**

(A) A local option sales and use tax is imposed and levied for the benefit of the city at a total rate of 2% upon the same transactions that are sourced under the provisions of applicable Nebraska statutes within the corporate limits of the city, as constituted from time to time, on which the State of Nebraska is authorized to impose a tax pursuant to the Nebraska Revenue Act of 1967, as amended from time to time, which 2% tax shall be comprised of the following components:

(1) One percent city sales and use tax originally effective on or about April 1, 1985 and continuing in perpetuity;

(2) Additional one-half of one percent city sales and use tax originally effective on or about October 1, 1990 and continuing in effect until July 1, 2055; and

(3) Additional one-half of one percent city sales and use tax effective October 1, 2014, or as otherwise required by Neb. RS 77-27,143, and continuing for a period of ten years after said effective date, unless bonds at any time are issued and some or all of the additional revenues from this additional tax are pledged for payment of said bonds, in which case the increased sales and use tax rate and additional tax of an additional one-half of one percent shall remain in effect and additional revenues collected until payment in full of said bonds and any refunding bonds, whichever is later.

(B) Additional local option sales and use taxes described in divisions (A)(2) and (3) above each shall be subject to any extensions or other modifications from time to time adopted or approved by the city in accordance with applicable law, without regard to whether or not this section also is revised to incorporate or otherwise reflect said extension or other modification.

**SECTION 8. Repeal of Conflicting Ordinances.** Sections 35.10, 35.11, 35.12, 35.14, 35.15, and 35.30 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 9. 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 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 10. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 35.46, 35.47, 35.48, 35.51; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 35.46 is hereby amended to read as follows:

**§ 35.46 PROPOSED BUDGET STATEMENT; CONTENTS; FILING.**

(A) The City Council shall annually or biennially, as the case may be, prepare, propose, and after satisfying applicable public notice, hearing and other requirements, approve, adopt, certify and file, a budget statement, and the amount required, to be levied, raised or received from personal and real property taxes to fund such budget statement, including without limitation the amount to be applied to the payment of principal or interest on bonds and the amount required or to be received for all other purposes, in accordance with applicable Nebraska Statutes, including without limitation all applicable requirements of the Nebraska Budget Act (Neb. RS 13-501 through 13-513), Property Tax Growth Limitation Act (Neb. RS 13-3401 through 13-3408), Property Tax Request Act (Neb. RS 77-1630 through 77-1634), Neb. RS 16-701 through 16-704, and Neb. RS 77-3442.

Statutory references: Neb. RS 13-501 through 13-513; 13-3401 through 13-3408; 16-701 through 16-704; 77-1630 through 77-1634; and 77-3442

**SECTION 2.** Municipal Code Section 35.47 is hereby deleted in its entirety.

**SECTION 3.** Municipal Code Section 35.48 is hereby deleted in its entirety.

**SECTION 4.** Municipal Code Section 35.51 is hereby amended to read as follows:

**§ 35.51 PROPERTY TAX.**

(A) The Mayor and City Council shall have the power to authorize, levy, and after satisfying applicable public notice, hearing and other requirements, approve, request, certify to the County Clerk and collect, property taxes for the adopted budget statement and all city purposes on the taxable property within the corporate boundaries of the city in accordance with the limitations and requirements of applicable State Statutes, including without limitation the Nebraska Budget Act set forth in Neb. RS 13-501 through 13-513, Property Tax Growth Limitation Act set forth in Neb. RS 13-3401 through 13-3408, Property Tax Request Act set forth in Neb. RS 77-1630 through 77-1634, Neb. RS 16-701 through 16-704 and Neb. RS 77-3442.

(B) At the time provided for by law, the Council shall cause to be certified to the County Clerk the amount of tax to be levied for the purposes of the adopted budget statement on the taxable property within the city for the year then ensuing, as shown on the assessment roll for the year, including all special assessments and taxes as hereinbefore provided. The County Clerk shall place the same on the proper tax list to be collected in the manner provided by law for the collection of county taxes.

(C) All property taxes shall be collected, and all sales of property for delinquent taxes shall be carried out, in accordance with applicable law.

(Neb. RS 13-501 through 13-513; 13-3401 through 13-3408; 16-701 through 16-704; 77-1630 through 77-1634; and 77-3442)

**SECTION 5. Repeal of Conflicting Ordinances.** Sections 35.46, 35.47, 35.48, and 35.51 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 6. 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 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. Effective Date. This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 91.06; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

**SECTION 1.** Municipal Code Section 91.06 is hereby amended to read as follows:

**§ 91.06 OPEN BURNING BAN; WAIVER.**

(A) It shall be unlawful to burn trash or other combustible material outside of a permanent structure, and there shall be an open burning ban on all bonfires, outdoor rubbish fires and fires for the purpose of clearing land in the City of La Vista except and unless a special permit is obtained.

('79 Code, § 7-205)

(B) (1) There shall be a statewide open burning ban on all bonfires, outdoor rubbish fires and fires for the purpose of clearing land.

(2) The Fire Chief of the City Fire Department may waive the open burning ban under subsection (1) of this section for an area under his or her jurisdiction by issuing an open burning permit to a person requesting permission to conduct open burning. The permit issued by the Fire Chief to a person desiring to conduct open burning shall satisfy applicable law, including without limitation Neb RS 81-520.01.

(3) The Fire Chief may waive the open burning ban in the Fire Department's jurisdiction when conditions are acceptable to the Chief. Anyone intending to burn in that jurisdiction when the open burning ban has been waived shall notify the Fire Department and Sarpy County Dispatch Center prior to starting the burn and when the burn has been extinguished.

(4) The Fire Chief may adopt standards listing the conditions acceptable for issuing a permit to conduct open burning under subsection (2) of this section.

(5) The Fire Department may charge a fee, the amount of which shall be set from time to time by the Mayor and City Council in accordance with applicable law, including without limitation Neb RS 81-520.01, and a current record of which shall be maintained by the City Clerk, for each such permit issued. This fee shall be remitted to the City Council by deposit with the City Treasurer for inclusion in the general funds allocated to the Fire Department. Such funds shall not reduce the tax requirements for the Fire Department. No such fee shall be collected from any state or political subdivision to which such a permit is issued to conduct open burning under subsection (2) of this section in the course of such state's or political subdivision's official duties.

**SECTION 2. Repeal of Conflicting Ordinances.** Section 91.06 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

**SECTION 3. 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 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 6. Effective Date.** This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 4, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FACILITIES USE AGREEMENT & AUTHORIZATION TO PURCHASE BIKE SHARE STATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE CITY PLANNER

**SYNOPSIS**

A resolution has been prepared to approve a Facilities Use Agreement with ROAM Share d/b/a Heartland Bike Share and to authorize the purchase and installation of a ten-dock bike share station with electric-assist bicycles in City Centre Commons and to retain Heartland Bike Share's services for the maintenance and operation of the station in an amount not to exceed \$63,730.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

In response to requests from residents at numerous public engagement events, the installation of a Bike Share station in La Vista was identified as Goal MOVE-1.6 in La Vista's Comprehensive Plan. Additionally, the recently adopted Active Mobility Plan called for a station to be installed in City Centre to provide an amenity for residents and visitors to ride bicycles in Central Park and along the trail system, in addition to promoting tourism in City Centre from residents of other areas.

Installing a station in City Centre will connect La Vista to the greater Heartland Bike Share network which has over 80 stations in the Omaha-metropolitan area, including 5 nearby stations in Papillion to the south, and 1 in Bellevue. Users who check out a bike at one of the other 80 stations could ride the e-bike and park it in the City Centre station during their visit, then check out a bike for their return trip. Heartland Bike Share uses a docked system, so users who check out a bike must return it to one of the stations and cannot park them in any location.

The attached proposed Facilities Use Agreement outlines the initial purchase/sponsorship of the station to be located in City Centre Commons outside of the Astro Theater, and Heartland Bike Share's ongoing maintenance responsibilities. Heartland Bike Share, for a fixed annual fee, will maintain the bicycles, replace them when/if lost or damaged, replace the batteries in the bicycles and station docks regularly, and balance the system (move bikes between stations to ensure the proper number). The invoice detailing the purchase, installation, and operations/maintenance costs is included as an exhibit in the attached agreement.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A BIKE SHARE STATION AND E-BIKES FOR CITY CENTRE COMMONS AND AUTHORIZING THE EXECUTION OF A FACILITIES USE AGREEMENT WITH ROAM SHARE D/B/A HEARTLAND BIKE SHARE FOR THE OPERATION AND MAINTENANCE OF SUCH STATION IN AN AMOUNT NOT TO EXCEED \$63,730.00.

WHEREAS, the Mayor and City Council of the City of La Vista has determined that the installation of a bike share station is necessary; and

WHEREAS, the Mayor and City Council of the City of La Vista has determined that the execution of a facilities use agreement with ROAM Share detailing the ongoing maintenance and operation costs and responsibilities is necessary; and

WHEREAS, the FY25/26 Biennial Budget contains funding for this project; and

WHEREAS, ROAM Share D/B/A Heartland Bike Share is the only bike share operator in the State of Nebraska; 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 do hereby authorize the purchase of a 10-dock bike share station and related electric-assist bicycles from ROAM Share D/B/A Heartland Bike Share to be installed in City Centre Commons; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska do hereby authorize the Mayor to execute the Facilities Use Agreement with ROAM Share D/B/A Heartland Bike Share, with any modifications that the City Administrator or City Attorney deem necessary or advisable, for the maintenance and operation of the bike share station in City Centre Commons.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel Carl, CMC  
City Clerk

# FACILITIES USE AGREEMENT

## HEARTLAND BIKE SHARE – LA VISTA CITY CENTRE COMMONS LOCATION

This Facilities Use Agreement (Agreement) is hereby made and entered into by and between the City of La Vista (City), a municipal corporation organized and existing under the laws of the State of Nebraska located in Sarpy County, Nebraska and ROAM Share, a Nebraska non-profit corporation d/b/a Heartland Bike Share, (Heartland Bike Share).

### 1. PURPOSE

The purpose of this Agreement is to specify the terms and conditions for the installation and operation of a Heartland Bike Share B-Cycle Station ("Station") upon and from certain real estate owned by the City immediately south of the building located at 8302 City Centre Drive, La Vista, NE 68128 (See Exhibit A).

### 2. TERM

This Agreement shall commence upon execution by both parties and terminate on December 31, 2030. The Agreement will automatically renew for one or more consecutive additional one-year terms unless the City provides written notice of nonrenewal to Heartland Bike Share at least 30 days before the end of an initial or renewal term.

### 3. STATION LOCATIONS

A Station will be acquired, constructed, installed, owned and operated upon and from the real estate ("Location" or "Site") located immediately south of the building located at 8302 City Centre Drive, La Vista, NE 68128 and part of the larger area commonly known as "City Centre Commons", as such Station and Location are described or depicted in Exhibit A and incorporated herein by this reference. This Location upon which the Station is located is owned and controlled by the City. All applicable local, state, and federal laws, ordinances, rules and regulations shall be observed and enforced at this Location.

### 4. RESPONSIBILITIES

Heartland Bike Share shall observe all City rules and regulations while using the Location referenced above. Heartland Bike Share shall have no authority under this Agreement to bind the City by or with any contract or agreement or negotiate with any additional party or sublease the use of City property; nor to impose any liability on the City.

City shall remit to Heartland Bike Share a one-time payment of \$63,730 in exchange for Heartland Bike Share's purchase of all necessary equipment, installation, and on-going maintenance, repairs or replacement of the City Centre Commons 10-dock Station and associated Ebikes, in accordance with the purchase invoice attached as Exhibit B; provided, however, the City may elect to be invoiced and pay the \$56,230 owed to equipment providers Bicycle Transit Systems and Quality Bicycle Products directly. Payment for acquisition and installation of the Station will be due 45 days after the City Engineer's Acceptance (defined below) of the Station. Each year thereafter, due one year from the initial installation of the Station, City shall pay Heartland Bike Share an annual fee of \$4,000 for the ongoing maintenance and operation of the Station. Additional responsibilities include:

- Permitted Uses:** Heartland Bike Share shall be permitted to use the Location for operation of the bike share Station. The Station is to be used for non-motorized bicycles and electric bicycles. No other uses for this Location shall be permitted by the City.
- Site Usage Fees:** There will be no fees charged by the City for Heartland Bike Share's use of the Station Site contained in this Agreement.
- Site Preparation:** City shall be responsible for preparing the Station Location at City's cost; this includes the concrete pad for the Station. A concrete area at least 25' by 10' shall be provided to accommodate the bike share station.
- Installation:** Heartland Bike Share shall be responsible for acquiring and installing the Station and all associated costs of installation, in accordance with City specifications and requirements, to the satisfaction of the City Engineer as indicated

by the City Engineer's written acceptance of the Station following his inspection and Heartland Bike Share's correction of any defects ("Acceptance").

- **Maintenance & Repairs:** Heartland Bike Share shall regularly inspect, service, and maintain the Station and keep the Station in good and operating condition and repair. Repair or replacement of the Station, or any part thereof, if broken, stolen, damaged or vandalized shall be completed by Heartland Bike Share as soon as reasonably possible, at Heartland Bike Share's sole cost and expense.
- **Licenses & Permits:** Heartland Bike Share shall be responsible for obtaining and maintaining any required licenses, permits or permissions for the operation of the Station.
- **Station Modifications:** Heartland Bike Share shall be responsible for having all modifications to the Station first reviewed and approved by the City pursuant to the City Engineer's written approval of applicable permit applications, proposed plans and completed work.
- **Removal of Stations at Termination:** Upon expiration or termination of this Agreement, the Heartland Bike Share, at its cost and expense, shall be responsible for the removal of the Station and repairing any damage and restoring the Site to same or better condition as existing before the Station, to the satisfaction of the City Engineer, ordinary wear-and-tear at the Location excepted.
- **Power Consumption:** Station shall be equipped to utilize solar or battery power for its operation. There will be no power sources supplied by the City. If at a future date the Station requires external power, the Heartland Bike Share shall be responsible for any utility installation costs and usage.
- **Appearance:** Heartland Bike Share shall maintain the Station in clean, neat, good and working condition and repair, including the area immediately surrounding the Site. This includes maintaining it in a sanitary condition in accordance with all Directed Health Measures (DHM) and all applicable federal, state, county and city laws and ordinances, to the satisfaction of the City Engineer. If City determines that the Station or Site is not being maintained as required, Heartland Bike Share agrees to correct the condition within twenty-four (24) hours after notification by City. If the Station Site is vandalized with graffiti, Heartland Bike Share shall remove any graffiti within forty-eight (48) hours after notification of incident.
- **Relocation:** City reserves the right to alter, modify or require relocation of the Station, including access ways, entrances and exits to the Station. In the event City requires the Station to be relocated following the commencement date of this Agreement, City shall be responsible for one half the cost of moving Station and Heartland Bike Share shall be responsible for the remaining cost. If Heartland Bike Share desires to relocate Station to another site, such relocation will require the prior written approval of City, and Heartland Bike Share will be responsible for the entire cost of relocation.
- **Risk of Damage:** Heartland Bike Share shall solely own and operate, and assumes all risk and responsibility for any loss, damage, or destruction occurring to, the Station, including, but not limited to theft, vandalism, graffiti or natural or man-made events. Any damage or defacing of the Station shall be corrected by the Heartland Bike Share within forty-eight (48) hour notice of such incident. The City does not own or operate, and shall not have any risk or responsibility with respect to, the Station, including without limitation for any loss, damage, or destruction occurring to the Station, or to monitor the Station or Location or provide security.
- **Snow removal:** City shall be responsible for the removal of snow around the Station and along sidewalks and pathways leading up to the Station, while Heartland Bike Share shall be responsible for the removal of snow between the bicycles and individual docks within the Station.

## 5. INDEMNIFICATION

Heartland Bike Share covenants and agrees to release, indemnify, defend and hold harmless the City of La Vista, its officers, agents and employees, their successors and assigns, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from this Agreement, ownership or operation of the Station, or bikes or other equipment connected with the Station or any bike sharing arrangement owned or operated by Heartland Bike Share, including without limitation liabilities, claims, costs or expenses of any kind or nature asserted by anyone for personal injury, death, or property damage in any way arising out of or resulting from any action of Heartland Bike Share in performing pursuant to the terms of

this Agreement, and the Heartland Bike Share further agrees to pay all expenses in defending against any claims made against the City of La Vista; provided, however, that the Heartland Bike Share shall not be liable for any injury, damage or loss proximately caused by the sole negligence or willful misconduct of the City of La Vista, its agents or employees. The Heartland Bike Share and the City of La Vista each agree to promptly give the other notice upon learning of any claim made or suit instituted that is connected with this Agreement, the Station, bikes, other equipment or bike sharing arrangement under this Agreement and, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

## **6. LIABILITY INSURANCE REQUIREMENTS**

Heartland Bike Share must procure and maintain in effect during the term of this Agreement, with a company or companies licensed to do business in the State of Nebraska, general liability insurance with minimum policy limits of \$2,000,000 per occurrence, and \$5,000,000 annual aggregate bodily injury or death and property damage, written by an insurance company on terms satisfactory to the City Administrator or her designee. The policy or policies for such insurance shall expressly include the City as an additional named insured, and shall be primary in relation to any coverage maintained by the City. A copy of the policy or policies or a Certificate of Insurance (COI) evidencing the existence thereof shall be delivered to City, and a current copy shall be provided to City upon renewals.

## **7. DESIGNATED REPRESENTATIVES**

Any notices required or communications to be given herein may be given by personal delivery, by mail or email. Notices regarding this Agreement shall be given to the representatives listed below:

### **HEARTLAND BIKE SHARE:**

Benny Foltz, Executive Director  
1144 N. 11<sup>th</sup> St., #B, Omaha, NE 68102  
Phone: 402.350.0421  
Email: benny@heartlandbikeshare.org

### **CITY OF LA VISTA:**

Community Development Director, or designee  
City of La Vista Community Development Department  
8116 Park View Blvd, La Vista, NE 68128  
Phone: 402.459.6400

## **8. TERMINATION PROVISIONS**

City may terminate this Agreement if Heartland Bike Share:

- Files a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it.
- Is merged with or into another entity, becomes inactive, or ceases to exist as an organization.
- Fails to perform, keep and observe any of the terms and conditions of this Agreement.
- Fails to abide by any federal, state, or local laws, ordinances, rules or regulations.
- Displays or allows advertising or sponsorship not allowed by City Ordinance or this Agreement.
- Fails to be a good steward in its cooperation with the City in its use and operation of City property.
- Fails to follow all Directed Health Measures (DHM) issued by the State of Nebraska.
- Fails to obtain and provide any required insurance coverage(s) or allow coverages to lapse.
- Fails to have modifications to Stations or surrounding areas first approved by City Engineer.
- Defaults under any agreement of Heartland Bike Share with the City of Omaha (Omaha), or if Omaha terminates any such agreement.

## 9. GENERAL PROVISIONS

**Applicable Law:** Parties to this Agreement shall abide by all laws, ordinances, rules and regulations of the United States of America, State of Nebraska, Sarpy County, and City of La Vista. Nebraska law will govern the terms and the performance under this Agreement. Any controversy, claim or action arising out of or resulting from this Agreement shall be filed and resolved by the District Court, Sarpy County, Nebraska.

**Assignment:** Heartland Bike Share may not assign any rights or obligations under this Agreement without prior written consent of the City. This includes if Heartland Bike Share is acquired by, merged into, or subject to any other related actions or operation of law by another organization or entity. In such cases, permission must be obtained in advance from the City by the Heartland Bike Share for the new organization to be allowed to be assigned this Agreement and related terms and conditions.

**Captions:** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

**Invalid Provision:** In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions, or provisions of this Agreement which shall in all respects remain a legally binding contract with the invalid portion being deleted; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the City or Heartland Bike Share in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

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

**Independent Contractor:** It is understood and agreed by Heartland Bike Share that all of its acts, or acts of any of its personnel, employees, agents, contractors, or servants, performed pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the City.

**E-Verify:** The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of

Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**Extraordinary Event:** An Extraordinary Event is a natural or man-made event beyond the reasonable control of the City which makes the City's performance of this Agreement impossible or so impractical as to be considered not reasonably possible by the City to perform any portion thereof. City shall not be responsible or liable for any failure or delay in performance under this Permit to the extent said failures or delays are caused by an Extraordinary Event. City, at its sole discretion, may terminate or suspend any or all portions of this Agreement if an Extraordinary Event exists.

**Emergency Use:** Any City facility, including entire parks, may be used for emergency purposes by the City. This Emergency Use, if declared by City, will suspend any permitted or contracted use of specific facilities or parks, until the emergency is declared over by the City or City Department. Contingent upon the nature and magnitude of the emergency, the City reserves the right to terminate or cancel any permits or agreements in place for the use of any City facility or park related to this Emergency Use provision. City shall have no obligation to provide replacement facilities; adjust for time lost; or refund any fees associated with such termination, cancellation or the loss of use of any City facility or parks where an Emergency Use provision is exercised.

**Interest of the Heartland Bike Share:** Heartland Bike Share covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; it further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**Non-Discrimination:** Heartland Bike Share, in the performance of this Agreement, shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances.

**Review of Agreement:** Heartland Bike Share represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities, authorized by this Agreement.

**Site Conditions:** The City does not guarantee the ongoing condition of the site where the Bike Share Station is located. Natural settling, shifting, and other natural and man-made changes to site characteristics and conditions may occur over time. City shall have no obligation to repair or replace any facilities where settling, shifting, or other natural or man-made changes occur to a site. City will work to provide reasonable solutions; however, the City shall have no duty or obligation to correct any issues that arise, impacting the site's usability or accessibility.

**ACKNOWLEDGED:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**HEARTLAND BIKE SHARE**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF LA VISTA**

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**Benny Foltz, CEO**  
Heartland Bike Share

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**Douglas Kindig, Mayor**  
City of La Vista

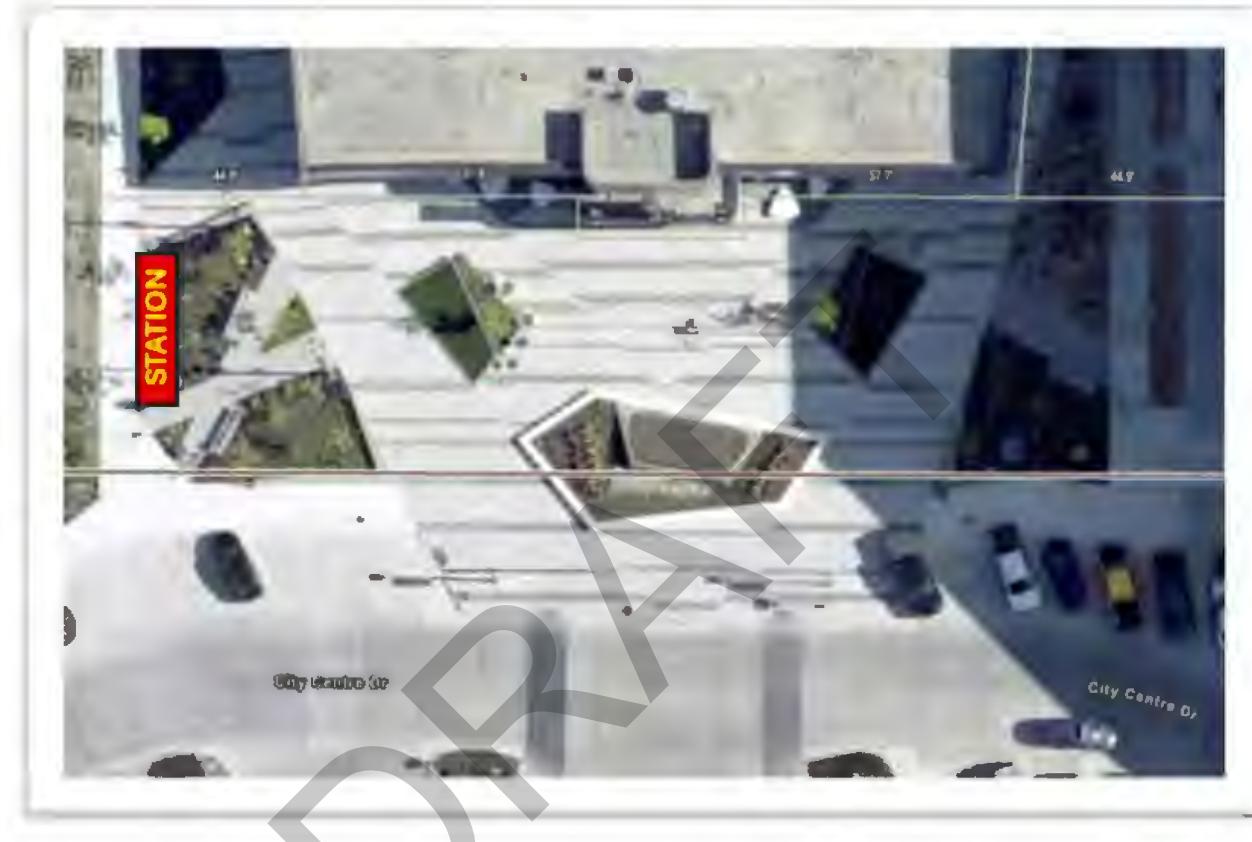
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## EXHIBIT A

### Heartland Bike Share Station Location & Description

#### LOCATION: CITY CENTRE COMMONS

Public property located immediately south of the building located at 8302 City Centre Drive.



#### DESCRIPTION:

Bike share station including 10 (ten) 3.0 BCycle Station docks (example pictured below) and associated BCycle e-bikes.



## EXHIBIT B

### New Station Cost Invoice

# ROAM

Date: 03-April-2025

For: City of Lavista

#### Heartland Bike Share - New Station Cost

The below is a line-item budget for one (1) new bike share station, inclusive of all associated equipment and installation costs. Item descriptions and costs are sourced from Heartland Bike Share's equipment vendor, Bicycle Transit Systems (BTS), and Quality Bicycle Products (QBP), through which equipment orders are placed.

Item	Per Unit	Quantity	Subtotal
Ebike (3-speed) includes shroud	\$2,715.00	10	\$27,150
- Spare Battery	\$455.00	4	\$1,820
- Battery Charger	\$101.24	4	\$405
- Battery Charger Cable Set	\$5.02	4	\$20
- Bike Decal Set	\$65.00	10	\$650
- Bike Shipping	\$90.00	10	\$900
3.0 Dock	\$1,885.00	10	\$18,850
- Dock Decal Set	\$25.00	10	\$250
- Spare Battery	\$222.00	10	\$2,220
- Bike Manual Release Key	\$11.42	1	\$11
- 3.0 Dock Shipping	\$100.00	10	\$1,000
Wayfinding Panel	\$2,458.53	1	\$2,459
- Wayfinding Panel Decal Set	\$145.00	1	\$145
- Wayfinding Panel Shipping	\$350.00	1	\$350
Station Installation	\$3,500.00	1	\$3,500
Annual Operating & Maintenance Fee (per dock)	\$400	10	\$4,000
<b>Grand Total</b>			<b>\$63,730</b>



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 4, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONSTRUCTION ENGINEERING SERVICES AGREEMENT 84 <sup>TH</sup> STREET TRAIL, GILES TO HARRISON	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a Construction Engineering Services Agreement with Schemmer Associates, Inc., to provide construction engineering, administration, inspection, and materials testing for the 84<sup>th</sup> Street Trail Project, Nebraska Department of Transportation (NDOT) Project Number DPS-77(67) in an amount not to exceed \$903,190.88.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The 84<sup>th</sup> Street Trail project was bid for construction in August of 2025 to which Labato Construction was awarded the construction contract. Schemmer Associates was selected from the NDOT's approved On Call Consultants for Construction Engineering Services and is capable of completing said construction phase services. As the lead subconsultant designer of the project, Schemmer has firsthand knowledge of the project as designed. Schemmer was issued an early Notice to Proceed by NDOT as Labato was scheduled to begin construction prior to the finalization of the agreement. As project construction is funded in part by federal funding, the level of effort to ensure project conformance is substantial, and therefore use of a consulting engineer is imperative.

A copy of the Construction Engineering agreement is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH SCHEMMER ASSOCIATES, INC., FOR THE 84 STREET TRAIL PROJECT, GILES TO HARRISON IN AN AMOUNT NOT TO EXCEED \$903,190.88.

WHEREAS, City of La Vista is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-Aid Project; and

WHEREAS, City of La Vista and Schemmer Associates, Inc., wish to enter into a Professional Services Agreement to provide Construction Engineering Services for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the Construction Engineering Services Agreement between the City of La Vista and Schemmer Associates, Inc.

NDOT Project Number: DPS-77(67)  
NDOT Control Number: 22885  
NDOT Project Name: 84<sup>th</sup> St Trail, Giles to Harrison, La Vista

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Rachel D. Carl, CMC  
City Clerk

Task Order Agreement No.	BK2550
Master Agreement No.	BK2420
Effective (NTP) Date	9/19/2025
Task Order Amount	Task Order Amount SRC \$931,206.56

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## ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF LA VISTA  
THE SCHEMMER ASSOCIATES, INC.  
PROJECT NO. DPS-77(67)  
CONTROL NO. 22885  
84TH ST TRAIL, GILES-HARRISON, LA VISTA

**THIS AGREEMENT** is between the City of La Vista ("LPA") and The Schemmer Associates, Inc. ("Consultant"); collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement No. BK2420 ("Master Agreement") with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

**WHEREAS**, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. DPS-77(67) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "D" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. DPS-77(67), and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order") to provide for the completion of the Services for the project for which Consultant has been selected, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultant's primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, Consultant and State agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	The Schemmmer Associates, Inc.
Address	1044 North 115 <sup>th</sup> St, Suite 300, Omaha, NE 68154
Project Manager's Name	Jon Goldie
Project Manager's Phone	712-355-0730

1.2 State Project Coordinator

Name	Amy Christensen
Phone Number	402-479-4637

1.3 LPA RC/PL

Name	Randy Sage
Phone Number	402-595-2534

1.4 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 State on behalf of LPA, issued Consultant a written Notice to Proceed on September 19, 2025. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be eligible for reimbursement.
- 2.2 State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.
- 2.3 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.5 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 150 calendar days of the construction completion date. The completion of the construction of this project is estimated to be June 30, 2027, and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

**SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan )**

- 3.1 Effective Date – This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of the Task Order – This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date – This Task Order may be identified by the date LPA signed the Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

**SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)**

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit "A" is the result of the following process:
  - 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- 4.3 Exhibit "A" sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents and "the Manuals" (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
  - 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
  - 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
  - 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.

- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "C", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method, and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests ([www.transportation.nebraska.gov](http://www.transportation.nebraska.gov)), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

### SECTION 5. STAFFING PLAN (CE)

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However,

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

any permanent change to the key personnel will require prior written approval from LPA and State.

5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "C", attached and incorporated herein by this reference.

### **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

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

6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:  
Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

6.3 If Consultant is an individual or sole proprietorship, the following applies:

- Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
- If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- Consultant understands and agrees that lawful presence in the United States is required, and Consultant may be disqualified, or the contract terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

### **SECTION 7. FEES AND PAYMENTS**

7.1 Consultant's fee proposal is attached as Exhibit "B", attached and incorporated herein by this reference.

7.2 The general provisions concerning payment under this Task Order are set out in Exhibit "C".

7.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$194,171.00 in accordance with Exhibit "C".

**SECTION 8. SUSPENSION OR TERMINATION (CE Task Order, Unique)**

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

8.2.1 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

### 8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

### 8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

## SECTION 9. SECTIONS INCORPORATED BY REFERENCE

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement BK2420 between the Nebraska Department of Transportation and Consultant, dated February 15, 2024 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

## SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief,

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 12. ENTIRE AGREEMENT**

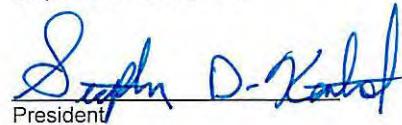
The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

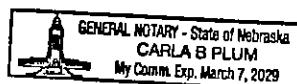
EXECUTED by Consultant this 13 day of October, 2025.

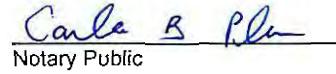
THE SCHEMMER ASSOCIATES, INC.  
Stephen D. Kathol, P.E.

  
President

STATE OF NEBRASKA )  
)ss.  
DOUGLAS COUNTY )

SUBSCRIBED AND SWORN to before me this 13<sup>th</sup> day of October, 2025.



  
Notary Public

EXECUTED by City of La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of La Vista  
Douglas Kindig

\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager \_\_\_\_\_ Date \_\_\_\_\_

**Sia, Kar**

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**From:** Sia, Kar  
**Sent:** Friday, September 19, 2025 1:59 PM  
**To:** Pat Dowse  
**Cc:** Soula, Jeffrey; Gibson, Jodi; Christensen, Amy; Brown, Darin; Holle, Doug  
**Subject:** CN 22885, 84th St Trail, Giles-Harrison, La Vista, DPS-77(67): NTP CE BK2550

Pat,

NDOT is giving the City of La Vista and Schemmer, an **Early Notice to Proceed with Construction Engineering (CE) Services** for the above-referenced project effective September 19<sup>th</sup>, 2025. This is to allow work on the project as the BK2550 CE Agreement makes its way through the routing process.

Should the City or Schemmer fail to execute the Construction Engineering Services Agreement, the cost of the construction engineering performed by Schemmer will be the responsibility of the City of La Vista.

Please let me know if you have any questions.

Thanks!

Best,

Kar Seng Sia, P.E.  
Local Assistance Division | NDOT  
ADDRESS 1400 Nebraska Pkwy, Lincoln, NE 68502  
PO BOX #94759  
OFFICE 402-479-3184  
[kar.sia@nebraska.gov](mailto:kar.sia@nebraska.gov)  
[dot.nebraska.gov](http://dot.nebraska.gov)



**Exhibit "A"**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
for

Project Name: 84<sup>th</sup> St Trail, Giles-Harrison, La Vista

Project Number: DPS-77(67)

Control Number: 22885

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for 84<sup>th</sup> St Trail, Giles-Harrison, La Vista in Sarpy County, Nebraska. The project consists of the following improvements: **Groups 1, 1A, 3, 4, 4A, 5, 5L, 6, 10**

The Schemmer Associates Inc., (Consultant) shall serve as agent for City of La Vista, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. Overview of the work**

1. The Consultant will perform construction engineering services on various types of transportation improvement projects. Services may include, but are not limited to, the following:  
Construction engineering; project management; pre-construction staking; traffic control plans; conducting the preconstruction conference; preparing daily work reports; construction staking and inspection, and materials sampling and testing during project construction; monitoring and enforcing environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns. The required construction engineering services will be further defined in each Task Order.
2. The Consultant shall review and have a working knowledge of the project plans, special provisions, the current edition of the NDOT Standard Specifications for Highway Construction, change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents will be incorporated by reference into the future construction engineering agreement(s), and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOT Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the NDOT Standard Specifications for Highway Construction (2017 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by NDOT.

**C. Qualifications, Knowledge and Experience**

1. All work shall be completed by or under the direct supervision of a Nebraska licensed professional civil engineer. The Consultant shall use engineers experienced with all aspects of the required construction and design responsibilities related to the services to be provided.
2. The Consultant shall review and have a working knowledge of the project plans, special provisions, the current edition of the NDOT Standard Specifications for Highway Construction, change orders and all other project related contract documents for the construction of LPA's Federal-Aid project.

3. Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and Federal-Aid reimbursement. These documents are collectively referred to as the "Manuals".
  - NDOT Construction Manual, including Construction Directives and Guidance (Current Version)
  - NDOT Materials Sampling Guide (Version at time of letting)
  - NDOT Standard Specifications for Highway Construction (Current Version)
  - NDOT Standard Methods of Tests (Version Current at time of Letting)
  - Construction Project Manager Materials Compliance Guide
  - The Manual on Uniform Traffic Control Devices (Current version with Revisions)
  - The NDOT Supplement to the Manual on Uniform Traffic Control Devices (Current version)
  - AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
  - The ASTM Standards
  - 2023 PM Best Practice Guide (or Current Version)
  - LPA Manual – Chapter 12 checklists
  - SWPPPTrack (Replacement for ECOD)
  - 2021 Final Review Process Manual
  - NDOT Construction Systems & Software Reference Guides:  
<https://dot.nebraska.gov/business-center/getting-started/>
4. Omaha Regional Stormwater Design Manual
4. Consultant shall be qualified to assume the duties of "Inspector", (also referred to in the NDOT Construction Manual as "Construction Technician"); "Project Manager," and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the NDOT Standard Specifications for Highway Construction (2017 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by the LPA, or State on behalf of LPA.
5. The project plans, special provisions, standard specifications, and other contract documents are collectively referred to as the "Construction Contract Documents". Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Material testing requirements shall be carried out by certified employees or subconsultants.

**D. Software and Equipment Requirements**

1. The Consultant is required to use AASHTOWare Project as the construction record-keeping system for services.
2. Consultant shall provide its own vehicles, equipment, materials, and supplies necessary to complete the services.
3. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
4. The Consultant will provide all software and computer equipment required to complete the services.

**E. Expectations for the Deliverables**

1. Consultant shall perform the service described in this and the Task Order scope of services using AASHTOWare Project as the construction record-keeping system. All records shall be kept up-to-date daily. The Consultant may be required to use Sharefile to store and exchange project information.
2. The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as LPA, or State on behalf of LPA, otherwise agree.
3. Consultant shall fulfill all project duties in a timely manner and shall communicate regularly about the progress of the construction with the LPA, or State on behalf of LPA. For the purpose of this Agreement "regularly" shall mean at a minimum of weekly communication of accomplishments and issues.
4. Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work,

equipment requirements, or other construction methods, the Consultant shall keep the LPA, or State on behalf of LPA, informed at a minimum weekly about the progress and quality of the portion of the work and shall advise the LPA, or State on behalf of LPA, about observed or measured deficiencies in the work. Deficiencies shall be communicated as soon as possible to the LPA or NDOT on behalf of the LPA.

5. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for daily completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents.
6. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the LPA, State or FHWA to review for compliance or funding eligibility. Rejection of work accomplished by the Contractor shall be communicated as soon as possible to the LPA or NDOT on behalf of the LPA. Significant Overruns or Underruns of contract items will be communicated to the LPA, or NDOT on behalf of the LPA, as soon as the Consultant realizes the overrun or underrun will occur. Consultant is responsible to complete the NDOT 74 Cost Overrun/Underrun Notification for overruns or underruns of the project in excess of \$100,000.
7. Consultant shall submit every week to the State digital copies of all reports of field tests performed by the Consultant. Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State on behalf of LPA of work that doesn't conform to the contract documents.
8. The sampling and testing type, method and frequency must be completed by Consultant according to the Manuals, specifically the Materials Sampling Guide and the State Standard Methods of Tests ([www.transportation.nebraska.gov](http://www.transportation.nebraska.gov)), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA, or NDOT on behalf of the LPA, decide what testing type, method or frequency should be applied for this project.

#### **F. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and benchmarks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

#### **G. CONSULTANT SHALL PROVIDE**

1. **Project Management and Coordination.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.

- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
- Generate contractor's progress and final Estimates in Site Manager
- Review Contractor's Construction Schedule
- Coordinate with LPA and RC regarding all project activities.
- Make entries of project data and diary information into AASHTOWare on a daily basis. Ensure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

- 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
- 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 57 meetings.
- 2.4 Public Meeting (If Required) - A public meeting is not part of this scope of services. Consultant shall coordinate the development of a news release with the LPA prior to construction beginning.
- 2.5 Assume 59 trips to the project site for meetings.

3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC). Three unique traffic control plans are assumed to be required during construction.

- 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
- 3.2
- 3.3 Submit Plans to the RC for their records.

4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections weekly and after every  $\frac{1}{4}$  " or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements including updates on the City of Omaha PERMIX Portal.

- 4.1 Conduct 70 Inspections. 57 of the inspections will occur during active construction and 13 inspections will occur after the contractor has demobilized but vegetation is not established.
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume 13 trips to the project site for SWPPP Inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.

- 5.1 Provide coordination of staking needs with Contractor.
- 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.

- 5.3. Stake limits of construction throughout project.
- 5.4. Mark removals including pavement removal limits. Stake existing right-of-way and temporary and permanent construction easements.
- 5.5. Provide slope stakes for grading proposed ditches along the project
- 5.6. Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes at each structure and at 50-foot intervals along tangent pipe runs.
- 5.7. Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
- 5.8. Stake fence relocation and guardrail.
- 5.9. Stake silt fence and silt checks.
- 5.10. Provide centerline of trail hubs for construction at each angle point and at every 50-feet along tangent lines and 25-feet in curves
- 5.11. Provide offset hubs for centerline grade beam, abutment, girders and beginning and end of paving sections on desired offsets for proposed bridge
- 5.12. Provide offset hubs for temporary bridge shoring
- 5.13. Provide offset hubs for the MSE walls at each angle point and in 50-foot intervals along tangent lines
- 5.14. Provide offset hubs for the centerline letdown structure, associated channel walls and channel steps below proposed bridge.
- 5.15. Layout permanent pavement markings
- 5.16. Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.17. Assume 50 trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. **Construction Consultation/Site Manager & Daily Work Report (DWR)**. Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
  - 6.1 **Construction Consultation/AASHTOWare Project & Daily Work Report (DWR)**
    - Review and Enter Data into AASHTOWare Project
    - Maintain Project Field Diaries, Files, and Record data in AASHTOWare Project
    - Document and Review Daily Work Reports (DWRs)
7. **Girder Shim Surveying**. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top-of-girder elevation and the top-of-slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top-of-slab elevation to be correct after the girder has deflected under the weight of the slab.
  - 7.1 **Girder Shim Surveying**
    - Shim shots will be taken at the locations as determined by the designer.
    - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.
8. **Perform Bearing Calculations**. The Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual.
  - 8.1 **Perform Bearing Calculations**
9. **Construction Inspection**. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. The Construction Engineering Consultant does not have direct access to the ECOD system and will provide data to NDOT for input into the system. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

The LPA (RC/PL) will assume responsibility for environmental compliance on the date of Letter of Tentative Acceptance.

- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Generate periodic progress estimates using AASHTOWare Project and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans.

- Locate permanent pavement markings

9.2 Measure, calculate, and document quantities of pay items

9.3 Keep all records and data up to date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.

9.4 Assume 325 trips to the site for construction inspection

The scope assumes 1 full-time inspector on-site for five days a week for the duration of the 402 Calendar Days plus an additional inspector for an additional 8 weeks for overlapping inspection duties.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOT SHALL PROVIDE:**

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

**CONSULTANT SHALL PROVIDE:**

(List of tests to be provided by NDOT)

10.1 Collect, verify, document and deliver all samples to testing lab

10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.

10.3 Review and document test results of all samples and follow up with the owner on materials not meeting specification requirements, the consultant laboratory must coordinate with the owner for acceptance and incorporation into the project

10.4 Review test results for Quality Assurance (QA) and Quality Control (QC) verification acceptance. Additional follow up is required for test results that are outside of verification testing tolerances. If the results are outside of acceptance test result tolerances, the consultant laboratory's certified personnel must perform an Independent Assurance review of the certified tester and equipment, document the findings, and provide the IA record to the project documents. (See Hot Mix Asphalt Reference Guide for example, section IV)

10.5 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.

10.6 Assume 40 trips to the project site for Material Sampling and Testing. 20 trips are assumed for monitoring pile driving and 20 trips are assumed for miscellaneous testing/sampling not performed by the inspector.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.

11.1 As-Built Drawings

12. **Final Inspections.** Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. **Project Closeout.** Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
- Sign Deduction Memo (If required)
- Material Review Memo
- AASHTOWare Project PM Diary Report
- AASHTOWare Project Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. **Other.** (Additional project specific tasks may be added here)

14.1 Other

14.2 Other

## E. SCHEDULE

1. Notice to Proceed: \_\_\_\_\_
2. The Consultant shall provide a schedule of activities and deliverables upon award

## Staffing Plan

## Construction Engineering

Project Name: 84th St Trail, Giles-Harrison, La Vista  
 Consultant: Schemmer Associates  
 Consultant PM: Jon Goldie  
 NDOT PC: Amy Christensen, amy.christensen@nebraska.gov  
 Date: 8/27/2025

Project Number: DPS-77(67)  
 Control Number: 22885

**NEBRASKA**  
 Good Life. Great Journey.  
 DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	RLS	Registered Land Surveyor

Financial Data	
Overhead Rate:	190.21%
Profit Rate:	11.80%
FCCM (if applies):	1.010%
Use latest available data	

### STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
<b>Principal</b>			
Doug Holle	EVP	\$88.85	100%
<b>Project Manager</b>			
Jon Goldie	Registered Engineer	\$61.27	50%
Darin Brown	Registered Engineer	\$67.66	50%
<b>Engineer</b>			
Loras Klostermann	Registered Engineer	\$64.29	10%
Tyler Lerdahl	Registered Engineer	\$60.70	45%
Matt Rasmussen	Registered Engineer	\$65.10	45%
<b>Survey Crew Chief</b>			
Bill Hahn	Survey Party Chief	\$45.58	50%
Ray Flock	Survey Party Chief	\$36.25	50%
<b>Survey Crew Member</b>			
Ian Rau	Survey Technician	\$24.00	25%
Andrew Potter	Survey Technician	\$26.00	25%
Cody Latham	Survey Technician	\$27.00	25%
Noah Nath	Survey Technician	\$29.00	25%
<b>Inspector 1</b>			
Dan Baker	Civil Project Representative	\$30.90	25%
Curtis Capps	Civil Project Representative	\$35.00	25%
Jake Sutton	Civil Project Representative	\$40.00	25%
Saul Suarez-Barragan	Civil Project Representative	\$32.00	20%
Rob McClenahan	Geotechnical Technician	\$53.46	5%
<b>Inspector 2</b>			
George Teague	Technician	\$28.33	25%
Dan Dunn	Technician	\$32.00	25%
Ryan Audlehelm	Technician	\$26.50	25%
Ethan Cambell	Technician	\$26.50	25%
<b>Administrative</b>			
Karen Keith	Administrative Support	\$25.65	50%
Dawn Kirchert	Administrative Support	\$25.90	50%
<b>Registered Land Surveyor</b>			
Brian Haverkamp	Registered Land Surveyor	\$59.00	50%
Joe Poole	Registered Land Surveyor	\$47.85	50%

**SRC Billing Rates****Construction Engineering**Date: August 27, 2025Consultant: Schemmer Associates

SRC Billing Rates Calculated based on:  
 Overhead: 190.21%  
 Profit Rate: 11.80%  
 FCCM (if applies): 1.01%  
 Salary Escalation Factor: 3.0%

Weighting:  
 20% Period 1: NTP through: December 31, 2025  
 80% Period 2: Labor beginning: January 1, 2026  
 Period 3: Labor beginning: January 1, 2027  
 Period 4: Labor beginning: January 1, 2028  
 100% % of work estimated during each period

**SRC BILLING RATE per employee**New Employee Multiplier = 3.24

Employee Name	Current Rate	Period 1	Period 2	Period 3	Period 4	% Assigned
<b>Principal</b>						
Doug Holle	\$88.85	\$289.00	\$298.00	\$307.00		100%
Weighted Rate For Calculating Contract Max:	<u>\$296.20</u>					
<b>Project Manager</b>						
Jon Goldie	\$61.27	\$199.00	\$205.00	\$211.00		50%
Darin Brown	\$67.66	\$220.00	\$227.00	\$234.00		50%
Weighted Rate For Calculating Contract Max:	<u>\$214.70</u>					
<b>Engineer</b>						
Loras Klostermann	\$64.29	\$209.00	\$215.00	\$221.00		10%
Tyler Lerdahl	\$60.70	\$198.00	\$204.00	\$210.00		45%
Matt Rasmussen	\$65.10	\$212.00	\$218.00	\$225.00		45%
Weighted Rate For Calculating Contract Max:	<u>\$210.20</u>					
<b>Survey Crew Chief</b>						
Bill Hahn	\$45.58	\$148.00	\$152.00	\$157.00		50%
Ray Flock	\$36.25	\$118.00	\$122.00	\$126.00		50%
Weighted Rate For Calculating Contract Max:	<u>\$136.20</u>					
<b>Survey Crew Member</b>						
Ian Rau	\$24.00	\$78.00	\$80.00	\$82.00		25%
Andrew Potter	\$26.00	\$85.00	\$88.00	\$91.00		25%
Cody Latham	\$27.00	\$88.00	\$91.00	\$94.00		25%
Noah Nath	\$29.00	\$94.00	\$97.00	\$100.00		25%
Weighted Rate For Calculating Contract Max:	<u>\$88.45</u>					
<b>Inspector 1</b>						
Dan Baker	\$30.90	\$101.00	\$104.00	\$107.00		25%
Curtis Capps	\$35.00	\$114.00	\$117.00	\$121.00		25%
Jake Sutton	\$40.00	\$130.00	\$134.00	\$138.00		25%
Saul Suarez-Barragan	\$32.00	\$104.00	\$107.00	\$110.00		20%
Rob McClenahan	\$53.46	\$174.00	\$179.00	\$184.00		5%
Weighted Rate For Calculating Contract Max:	<u>\$118.43</u>					
<b>Inspector 2</b>						
George Teague	\$28.33	\$92.00	\$95.00	\$98.00		25%
Dan Dunn	\$32.00	\$104.00	\$107.00	\$110.00		25%
Ryan Audlehelm	\$26.50	\$86.00	\$89.00	\$92.00		25%
Ethan Cambell	\$28.50	\$86.00	\$89.00	\$92.00		25%
Weighted Rate For Calculating Contract Max:	<u>\$94.40</u>					
<b>Administrative</b>						
Karen Keith	\$25.65	\$83.00	\$85.00	\$88.00		50%
Dawn Kirchert	\$25.90	\$84.00	\$87.00	\$90.00		50%
Weighted Rate For Calculating Contract Max:	<u>\$85.50</u>					
<b>Registered Land Surveyor</b>						
Brian Haverkamp	\$59.00	\$192.00	\$198.00	\$204.00		50%
Joe Poole	\$47.85	\$156.00	\$161.00	\$166.00		50%
Weighted Rate For Calculating Contract Max:	<u>\$178.40</u>					

**Consultant's Estimate of Hours**
**Construction Engineering**

Project Name: 84th St Trail, Giles-Harrison, La Vista

Project Number: DPS-77(67)

Consultant: Schemmier Associates

Control Number: 22885

Consultant PM: Jon Goldle

NDOT PC: Amy Christensen, amy.christensen@nebraska.gov

Date: August 27, 2025

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	RLS	Total
1. Project Management & Coordination	30	233					24		4	4	295
1.1 Project Management	30	225									255
1.2 Plan and Spec review, project setup		8					24		4	4	40
2. Meetings		195	96.5	8			65	3		23	390.5
2.1 Construction Inspection Planning Meeting	6	3					3	3			15
2.2 Pre-Construction Meeting	10	8	8				3			3	32
2.3 Construction Progress Meetings	114	57					57		10	238	
2.4 News Release	6										6
2.5 Trips to Site (Travel Time) for Meetings	59	28.5					2		10		99.5
3. Traffic Control Plan		24		16							40
3.1 Prepare Traffic Control Plan		18		12							30
3.2 Review Traffic Ctrl Plan (If completed by Contractor)											
3.3 Sign and Submit Plans to the RC	6		4								10
4. SWPPP Inspections/Manual Updates		35					153				188
4.1 Conduct Inspections							140				140
4.2 Update SWPPP Manual		35									35
4.3 Trips to Site (Travel Time) for SWPPP Inspections							13				13
5. Construction Survey/Staking	4	4	185	527	527				152		1399
5.1 Provide coordination of staking needs w/ Contractor									57		57
5.2 Verify and re-establish the survey control	2		4	32	32				5.5		75.5
5.3 Stake limits of construction throughout project			12	29	29				6.25		76.25
5.4 Mark removal limits. Stake ROW & const easements			18.5	56.5	56.5				11.25		142.75
5.5 Provide slope stakes for grading			15	45	45				9		114
5.6 Provide paving hubs			4	12.5	12.5				2.5		31.5
5.7 Provide cross-section for new culverts			52	66	66				8		192
5.8 Stake fence relocation and guardrail			2	8	8				1.5		19.5
5.9 Stake silt fence			16	46	46				9.25		117.25
5.10 Provide centerline trail hubs			28	72	72				15		187
5.11 Provide offset hubs for grade beam, abutments, wings			10.5	26	26				5.5		68
5.12 Provide offset hubs for bridge shoring			4	8	8				0.5		20.5
5.13 Provide offset hubs for MSE walls			4	20	20				1		45
5.14 Provide offset hubs for letdown structure and channel walls			5	24	24				2.75		55.75
5.15 Layout permanent pavement markings			2	8	8				2		20
5.16 Verify exist tie-in elevations, adjust pavement grades	2	4	8	24	24						62
5.17 Trips to Site (Travel Time) for Const Survey/Staking				50	50				15		115
6. Construction Consultation/Site Manager & Daily Work Report (DWR)		201					402				603
6.1 Construction Consultation/Site Manager & DWR		201					402				603
7. Girder Shim Surveying (Bridge Projs Only)			2	10	10	4					26
7.1 Girder Shim Shots for Girder Bridges			2	8	8	4					22
7.2 Concrete Slab Bridge-Deck Form Checks											
7.3 Trips				2	2						4
8. Perform Bearing Calculations			8								8
8.1 Perform Bearing Calculations			8								8
9. Construction Inspection	30	200					2480	552			3261.75
9.1 Construction Inspection			200				1995	480			2875
9.2 Measure, calculate, and document qty of pay items							136	32			168
9.3 Maintain records/data, prepare Weekly Report of WDs	30						63.75				93.75
9.4 Trips to Site (Travel Time) for Const Inspection							285	40			325

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	RLS	Total
10. Perform Material Sampling and Testing			40						410		450
10.1 Collect, verify, document, deliver all samples to test lab									240		240
10.2 Provide all req'd material certs to the NDOR M&R Lab			40					40			80
10.3 Test, Review and document all test results of all samples								90			90
10.4 Trips to Site (Travel) for Delivery & Collecting Samples								40			40
11. As-Built Drawings	4	6	20				24				54
11.1 Prepare As-Built Drawings	4	6	20				24				54
12. Final Inspections	46						56				102
12.1 Walkthrough of Site and Preparation of Punch List	40						40				80
12.2 Review Project to verify Punch List has been completed	6						16				22
13. Project Closeout	70						60	10			140
13.1 Project Closeout	70						60	10			140
14. Other											
14.1											
14.2											
<b>Total Days</b>	<b>3.75</b>	<b>110</b>	<b>39.3</b>	<b>28.9</b>	<b>67.1</b>	<b>67.1</b>	<b>408</b>	<b>122</b>	<b>0.5</b>	<b>22</b>	<b>870</b>
<b>Total Hours</b>	<b>30</b>	<b>882</b>	<b>314.5</b>	<b>231</b>	<b>537</b>	<b>537</b>	<b>3268</b>	<b>975</b>	<b>4</b>	<b>179</b>	<b>6,957.3</b>

## Direct Expenses

## Construction Engineering

**Project Name:** 84th St Trail, Giles-Harrison, La Vista  
**Consultant:** Schemmer Associates

Project Number: DPS-77(67)  
Control Number: 22885

**Notes & Assumptions****Construction Engineering**

Project Name: 84th St Trail, Giles-Harrison, La Vista  
Consultant: Schemmer Associates

Project Number: DPS-77(67)  
Control Number: 22885

**Notes & Assumptions**

Survey Crew Chief will only attend 10 progress meetings.  
Staking scope includes slope stakes. If machine control is used for grading, the slope stake hours will be utilized for setting control.  
SWPPP Inspections will be conducted by the on-site inspector during active construction  
SWPPP Inspections after active construction will require extra trip (13 trips assumed)  
Pile Driving is assumed to require a second inspector. 20 trips (4 weeks) is assumed for the pile installation  
20 stand-alone trips are estimated for additional testing beyond what the on-site inspector will complete  
402 Calendar days are assigned to the contractor resulting in 57 weeks of inspection with an inspector on-site for 5 days x 57 weeks (285 days)  
A second full-time inspector is assumed to be required for 8 weeks during the spring 2026 resulting in 40 days and trips.

**Project Cost & Breakdown****Construction Engineering**

Project Name: 84th St Trail, Giles-Harrison, La Vista  
 Consultant: Schemmer Associates  
 Consultant PM: Jon Goldie  
 NDOT PC: Amy Christensen, amy.christensen@nebraska.gov  
 Date: August 27, 2025

Project Number: DPS-77(67)  
 Control Number: 22885

**LABOR COSTS**

Classification	Hours	Weighted Rate	Amount
Principal	30	\$296.20	\$8,886.00
Project Manager	882	\$214.70	\$189,365.40
Engineer	315	\$210.20	\$66,107.90
Designer/CADD Tech	231		
Survey Crew Chief	537	\$136.20	\$73,139.40
Survey Crew Member	537	\$88.45	\$47,497.65
Inspector 1	3,268	\$118.43	\$386,999.63
Inspector 2	975	\$94.40	\$92,040.00
Administrative	4	\$85.50	\$342.00
Registered Land Surveyor	179	\$178.40	\$31,933.60
	6957.25	<b>Subtotal</b>	<b>\$896,311.58</b>

**DIRECT EXPENSES**

	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	\$5,879.30
Lodging/Meals:	
Other Miscellaneous Costs:	\$1,000.00
	<b>Subtotal</b>
	<b>\$6,879.30</b>

**TOTAL PROJECT COSTS**

	Amount
Labor Costs	\$896,311.58
Direct Expenses	\$6,879.30
	<b>TOTAL COST</b>
	<b>\$903,190.88</b>

## Travel Calculations & Notes

## Construction Engineering

Project Name: 84th St Trail, Giles-Harrison, La Vista

Project Number: DPS-77(67)

**Consultant:** Schemmer Associates

Control Number: 22885

Consultant PM: Jon Goldie

LPA RC: Pat Dowse

NDOR PC: Amy Christensen, amy.christensen@nebraska.gov

Date: August 27, 2025

### Trip Mileage and Time Calculations

Starting Location:	Omaha Office	Council Bluffs		
Ending Location:	Project Site	Project Site		
<u>Roundtrip distance to/from (miles):</u>	11	35		
<u>Roundtrip travel time (minutes):</u>	40.00	60.00		
<b># of Roundtrips/Staff --&gt;</b>	<b>PR:</b>			
-->	PM:	61		671
-->	ENG:	30		330
-->	RLS:	15		165
-->	SCC:	50		550
-->	SCM:	50		550
-->	INS1:	303		3,333
-->	INS2:	80		2,800
-->	ADM:			
-->	UD:			
			<b>Total:</b>	<b>8,399</b>
				<b>419.3</b>

Note: Total miles assumes each staff travels separately

Enter Number of Working Days : **402** Obtain # of working days from NDOR

Month	# Working Days	Avg. Daylight	Hours	4020	Assumed	<u>10.0</u>	hours/Working Day
April	15	13.25	Weeks	80.4			
May	15	14.25	Months	20.1			
June	20	15					
July	20	14.5					
August	20	13.5					
September	15	12.5					
October	15	11					
November	15	10					

### Notes & Assumptions

**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum amounts established in this Agreement for each category of cost. total agreement amount. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from State.

AMOUNT	CATEGORY
\$ 924,327.26	for actual direct labor costs
<u>\$ 6,879.30</u>	for direct expenses
\$ 931,206.56	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain State's written approval before incurring any cost over-run expenses. If approved by State, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless State gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to State. Shifting of funds may be approved by State with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate).

Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs are calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "B" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same

manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor**. Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

- 1) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. *This section has intentionally been left blank.*

C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by State; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by State.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and State. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
  - (a) **TRANSPORTATION** – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
  - (b) **MILEAGE** – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for

mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:

- (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
- (ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
  - (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
  - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:
    - (i) Meals included in a conference or event fee
    - (ii) Meals provided by lodging facility
    - (iii) Meals purchased by 3rd Party
    - (iv) Meals charged directly to and paid for by the State
  - (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
    - (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
    - (ii) Except for a meal provided by others (see 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
  - (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
    - (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
    - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.

(iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.

- (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
- (2) Lunch – No reimbursement is allowed.
- (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
- (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
- (5) The time limitations set forth above do not include the time taken for the meal.

(iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by State. **Per Section 4. ALLOWABLE COSTS**, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.

6. *This section has intentionally been left blank.*

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. **MAXIMUM AGREEMENT AMOUNTS**, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

- 1) **Consultant's Invoice:**
  - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
  - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**
  - (c) Direct non-labor expenses:
    - (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
    - (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below. Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
    - (iii) All supporting receipts must be kept as required in Section 18.
- 2) **Progress Report:** A progress report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a progress report must be submitted at least quarterly via email to State's Project Coordinator. All progress reports must include, but are not limited to, the following:
  - (a) A description of the Services completed for the service period to substantiate the invoiced amount.
  - (b) A description of the Services anticipated for the next service period
  - (c) A list of information Consultant needs from State
  - (d) Percent of Services completed to date
- 3) **Cost Breakdown Form:** Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) **Travel Log:** If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice

package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.

- 5) **Mileage Log** (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

- E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. **ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS.** Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

## **8. PAYMENTS**

State will pay Consultant after receipt of Consultant's invoice and determination by State that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or State determines that the Services have not been properly completed. State will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

## **9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as

State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

*11. This section has intentionally been left blank.*

**12. FINAL INVOICE AND PAYMENT**

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor and expenses. After receipt of final invoice and State has determined that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State will pay Consultant.
- B. Acceptance of the final payment by Consultant will constitute and operate as a release to State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to State a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT Form 39 within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

State may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When State decides that

these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from State before proceeding with the out-of-scope services. Before written approval will be given by State, State must determine that the situation meets the following criteria:
  - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
  - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
  - 3) It is in the best interest of State that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

#### **16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

#### **17. AUDIT AND FINAL COST ADJUSTMENT**

Upon State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2550

City of La Vista

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

**Whereas:** City of La Vista is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of La Vista and The Schemmmer Associates Inc. wish to enter into a Professional Services Agreement to provide Construction Engineering Services for the Federal-aid project.

**Be It Resolved:** by the City Council of City of La Vista that:

Douglas Kindig, Mayor, is hereby authorized to sign the attached Construction Engineering Services agreement between City of La Vista, Nebraska and The Schemmmer Associates Inc.

NDOT Project Number: DPS-77(67)

NDOT Control Number: 22885

NDOT Project Description: 84<sup>th</sup> St Trail, Giles-Harrison, La Vista

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

The City Council of City of La Vista, Nebraska

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

Board/Council 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 City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 4, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – MARKED POLICE VEHICLES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of two (2) 2026 Chevrolet Tahoe Police vehicles from Gregg Young Chevrolet Auto Group, Omaha, Nebraska in an amount not to exceed \$110,300.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

This purchase was budgeted as part of the FY26 budget. This purchase is made off the Nebraska State contract.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 2026 CHEVROLET TAHOE POLICE VEHICLES FROM GREGG YOUNG CHEVROLET AUTO GROUP, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$110,300.00.

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

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

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

WHEREAS, Subsection (C) (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 two (2) 2026 Chevrolet Tahoe Police vehicles from Gregg Young Chevrolet Auto Group, Omaha, Nebraska in an amount not to exceed \$110,300.00.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2025.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

---

Rachel D. Carl, CMC  
City Clerk

# STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 2	ORDER DATE 09/25/25
BUSINESS UNIT 9000	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 524618	
VENDOR ADDRESS:	
GREGG YOUNG CHEVROLET INC 18135 BURKE ST STE 310 ELKHORN NE 68022-4571	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**SEPTEMBER 29, 2025 THROUGH SEPTEMBER 28, 2026**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 122380 O8

Contract to supply and deliver Vehicle Market Basket (General Motors) to the State of Nebraska.

This is the initial term of the contract.

The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Point of Contact:

Name: Jim Smutny

Phone: (402) 578-8080

E-Mail: jim.smutny@gyautogroup.com

For vehicle price sheet, see attachment A1.0 - E1.0.

For options price sheet, see attachment F1.0 - J1.0.

For minimum required specifications, see attachment K1.0.

For delivery instructions, see attachment L1.0.

(09/25/2025 JR )

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
16216 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL MOTORS VEHICLE MARKET BASKET SEE ATTACHMENT A1.0 SEE ATTACHMENT B1.0 SEE ATTACHMENT C1.0 SEE ATTACHMENT D1.0 SEE ATTACHMENT E1.0	900,000.0000	\$	1.0000

DS  
M4

DocuSigned by:  
Brenda Sensibaugh 9/26/2025  
F8D079A2588F410  
BUYER

DocuSigned by:  
9/30/2025  
B5B0C0E239EP499  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

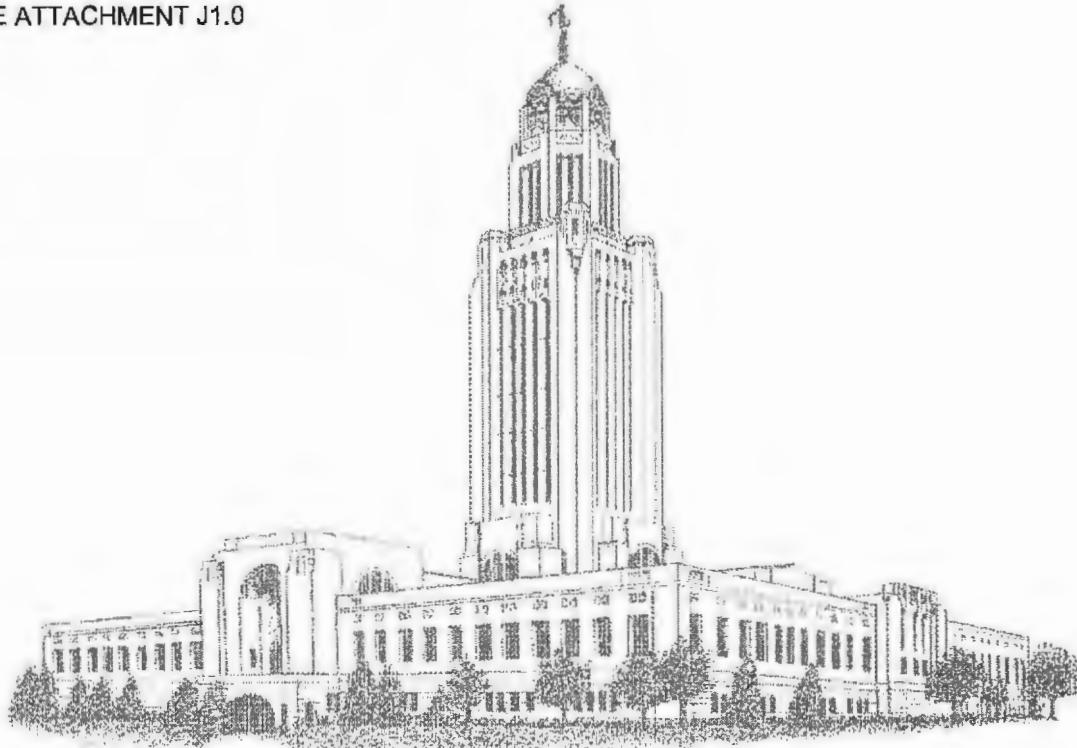
PAGE 2 of 2	ORDER DATE 09/25/25
BUSINESS UNIT 9000	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 524618	

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**16216 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
2	GENERAL MOTORS OPTIONS SEE ATTACHMENT F1.0 SEE ATTACHMENT G1.0 SEE ATTACHMENT H1.0 SEE ATTACHMENT I1.0 SEE ATTACHMENT J1.0	500,000.0000	\$	1.0000



DS  
BS  
BUYER INITIALS



September 17, 2025

Dear Sgt. Iversen

Thank you for considering Gregg Young for your 2026 Chevrolet Tahoe PPV purchase. I have quoted pricing below for your review. Please see highlights which are required for each Tahoe Police build-out that I will need to have answered at time of order. Please submit your purchase order and/or a signature to this proposal and confirm your "options" below to add that would be required by your specifications/preferences.

**2026 Chevrolet BLACK Tahoe Police 4WD**

**\$55,150.00 Base Price EACH**

**Package/Price includes:**

Seats 40/20 split **OR** Center Console Delete  
Cloth seats in front with choice of cloth or vinyl in backseat  
Remote Start and Keyless Entry  
Running Boards  
(6) Key Fobs  
Spotlight Left-Hand  
Wiring Harness (6J3) Grille Lamps & Siren (for upfitters)  
Tinted Glass/Solar absorbing glass

**Additional recommended options:**

Rear Window Switch's-Inoperable	\$	75.00
Rear Door Handles-Inoperable	\$	75.00
Wiring, Aux Speaker	\$	125.00
Radio Suppression	\$	100.00
Wiring, Horn & Siren	\$	100.00
Delete Daylight Headlights	\$	75.00
Cargo Dome Light	\$	350.00

**\*\*\*Additional options available with pricing provided upon request.  
Please inquire about delivery charge.**

Thank you and please let me know if you have further questions.

**Pamela Kulhanek**

**Commercial and Government Fleet Director**

**Cell: 402-301-7044 Email: Pamela.Kulhanek@gyautogroup.com**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 4, 2025 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
POSITION DESCRIPTIONS: NEW AND UPDATES	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

**SYNOPSIS**

Job descriptions for the newly created Turf Supervisor and Deputy Chief of Police positions are presented for review, along with updated descriptions for the Administrative Specialist and GED Instructor position.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The job description for Turf Supervisor was created to differentiate the specialty skills and job requirements from that of the Public Works Park Supervisor's job description. The Deputy Chief of Police is an added approved position in the budget. This will provide a succession plan for the police department.

Additionally, the job descriptions for Administrative Specialist and GED instructor have been updated to reflect new formatting, titles, and job duties, ensuring all requirements for the positions are current.

Complete job descriptions are attached.



Pay Range: E  
Date: 9/3/2025  
Non-Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

Position Title: **Turf Supervisor**  
Position Reports To: Public Works Parks Superintendent  
Position Supervises: Maintenance Worker I & II – Parks & Laborer, and seasonal/temporary staff as assigned.

### **Description**

Under the direction of the Public Works Parks Superintendent, the Turf Supervisor oversees assigned staff, coordinates work activities, and actively participates in skilled and unskilled manual labor tasks related to the care and maintenance of all City-owned turfgrass areas, sports fields and associated facilities.

### **Essential Functions** (with or without reasonable accommodation).

- Maintains and repairs City turfgrass areas, sports fields, related facilities and assists in maintenance of City islands, medians and right-of-way as needed.
- Engages in snow removal using heavy and light equipment.
- Operates heavy and light construction equipment, as required.
- Assists the street and sewer divisions when needed.
- Supervises and assists assigned crew in daily work activities.
- Oversees and participates in the daily on-site operation of assigned crew.
- Mentors and evaluates employees.
- Addresses citizen questions and inquiries.
- Assists Superintendent and other supervisors in planning and assigning tasks.
- Coordinates maintenance of City sports field facilities.
- Compiles reports for the superintendent.
- Orders necessary materials, supplies, and equipment.
- Assists in maintenance of records and maps.
- Performs other duties as directed to support departmental operations.
- Participates in the preparation, setup, and teardown of City events.
- Assists in preparation and management of the budget.

### **Essential Physical and Environmental Demands**

Work is generally performed outdoors year-round in varying weather and environmental conditions. Work sites may be dusty, noisy and sometimes hazardous. Job duties require a considerable amount of physical activity, including walking, standing, kneeling, bending, crouching, reaching and climbing, digging, raking, shoveling, and other manual labor tasks. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to focus. Must be able to hear and understand voices at normal conversation levels. Incumbents must have the ability to transport themselves to and from work sites and lift 20 pounds frequently and repeatedly and lift up to 75 pounds occasionally and as needed. Incumbents must also possess the coordination and manual dexterity necessary to physically access and maneuver on rough terrain. Must be able to physically enter and exit a confined space such as sanitary manholes and utility vaults. Incumbent must also be able to work from a ladder at heights greater than four (4) feet and ability to work from a lift more than 20 feet.

**Education, Training, License, Certification and Experience\*\***

- Associate degree from an accredited college or university required with a preferred major in turfgrass maintenance or related field.
- Valid driver's license required and must be able to obtain and maintain a valid Nebraska "Class AO" commercial drivers' license and all CDL endorsements the City deems necessary within six (6) months of hire.
- Three years of experience in the maintenance of turfgrass and sports fields management.
- Two (2) years of supervisory experience
- Required to obtain and maintain a State of Nebraska Chemical Applicator license, including all categories deemed necessary by the City, within eighteen (18) months of hire.

**Knowledge, Skills and Abilities**

- Knowledge of supplies and procedures utilized in turfgrass and sport field maintenance including various construction methods.
- Knowledge of various chemicals and fertilizers and the ability to apply safe and effective methods and techniques used in their application.
- Knowledge of small gas engines and power tools.
- Knowledge of equipment used in the maintenance and repair of sport fields and facilities.
- Ability to read and interpret blueprints and technical manuals.
- Ability to plan and direct assignments.
- Conflict resolution skills.
- Basic computer, mathematical and mechanical skills.
- Ability to work from a ladder at heights greater than four (4) feet.
- Ability to supervise and direct employees.
- Ability to work independently, collaboratively as part of a team, and professionally with the public.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain effective working relationships with City officials, fellow employees, patrons and the public.
- Ability to work varying schedules, including evenings, weekends and holidays.
- Ability to maintain regular and dependable attendance and to respond to weather events, emergencies, and other urgent situations on short notice for extended periods of time if necessary.

**Contributions this Position Makes to the City**

The Turf Supervisor plays a vital role in maintaining the beauty, safety, and functionality of the City's parks, sports fields, and public green spaces. By leading maintenance crews, managing turf and field care, and ensuring high-quality upkeep of outdoor facilities, this position directly enhances the community's recreational experience and civic pride.

**Disclaimer**

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

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

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(Signature)

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(Date)



Pay Range: R  
Date: 9/16/2025  
Civil Service  
Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

Position Title: **Deputy Chief of Police**  
Position Reports To: Chief of Police/Managing Director of Safety  
Position Supervises: Criminal Investigations Sergeant, Administrative Support Captain, Office Manager and CALEA Sergeant

### Description

Assists the Police Chief in the administration and management of the Police Department and ancillary departments, through control of its activities in taking measures to prevent crime and protect lives and property, through the planning operations, training of personnel, and through the assignment and supervision of all department employees.

### Essential Functions

- Assists the Police Chief with planning, directing, and managing the operation of the Police Department, including all facets involved with personnel, resources, equipment, services and programs.
- Coordinates with other public safety departments as requested.
- Develop and implement plans to achieve Departmental goals.
- Performs personnel management functions including planning, scheduling, and assigning work duties, training employees, and conducting performance evaluations.
- Assists the Police Chief with the oversight of the departmental operating budget, including substantiating requests, maintaining records on the department's business transactions, and preparing reports on departmental activities as requested.
- Assists the Police Chief with supervising the maintenance of departmental files and records, the repositioning and procurement of departmental equipment and supplies, and the maintenance of departmental buildings, furnishings, and equipment.
- Assists the Police Chief in approving plans for, and giving direction to, the Police Department training programs.
- Assists the Police Chief with addressing the concerns of citizens' groups and representatives of organizations and promoting crime prevention programs.
- Attend meetings as requested by the Police Chief may act on behalf of the Police Chief at his direction to answer inquiries and make recommendations regarding departmental operations and activities.
- Cooperates with federal, state, and local law enforcement officers when their activities and the activities of the La Vista Police Department are mutually involved.
- Performs other duties as directed by the Police Chief as the situation dictates.

### **Essential Physical and Environmental Demands**

Work is performed year-round indoors and outdoors in varying weather conditions, with duties ranging from office tasks that require prolonged sitting, computer use, and communication skills, to field assignments that may involve walking, physical activity, and occasional visits to hazardous or noisy sites. Constant talking, hearing, near and far sight acuity, depth perception, color vision, field of vision, concentration, judgment and writing ability. Intermittent stooping, kneeling, crouching, crawling, reaching, handling, dexterity and feeling. Must be able to hear and understand voices at normal conversational levels. Moderate to high levels of stress may be experienced. Exposure to unknown health conditions from contacts with individuals or animals with contagious and communicable diseases. Occasional exposure of work time to hazardous situations which involve armed or physically violent persons or handling mentally or emotionally disturbed persons. Must be able to effectively use communication devices, crowd and belligerent individual control techniques and devices, and designated firearms and incapacitating agents. Work time may require irregular hours and shifts, overtime, and call backs on short notice.

### **Education, Training, License, Certification and Experience\*\***

- Graduation from an accredited college or university with a bachelor's degree in criminal justice, public or business administration, or a related field.
- Graduation from the FBI National Academy, or other similar senior police management program preferred.
- Must have a minimum of two (2) years of experience as a Captain.
- Must have a working knowledge of, and courses of study in, the National Incident Management System Incident Command System.
- Must have certification from the State of Nebraska Law Enforcement Training Center.
- Must possess a valid motor vehicle operator's license at the time of hire and maintain it throughout the course of employment.
- Must maintain all certifications as required.

### **Special Requirements**

No prior criminal history and must not engage in conduct or a pattern of conduct that would jeopardize public trust; must be of good moral character.

### **Knowledge, Skills and Abilities**

- Knowledge of and ability to apply the principles, practices and procedures involved in the administration and management of a municipal police department.
- Knowledge of laws, codes, ordinances, regulations and policies relating to municipal law enforcement.
- Knowledge of the use of police records and their application to the solution of police problems.
- Knowledge of the methods and techniques involved in the prevention and detection of crime, and the apprehension and detection of law violators.
- Knowledge of approved principles and practices of traffic regulations.
- Knowledge of the methods and techniques of obtaining and preserving evidence.
- The ability to learn the city layout and population pattern.
- Ability to plan, assign, direct and supervise the work of subordinates.
- Ability to establish and maintain effective working relationships and a high level of discipline and morale.
- Ability to express ideas clearly and concisely, both orally and in writing.
- Ability to prepare and supervise the preparations of clear, accurate and comprehensive recommendations and reports.

\*\*The City of La Vista reserves the right to utilize equivalences where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

**Contributions this Position Makes to the City**

The Deputy Chief of Police strengthens public safety and community trust by supporting the Police Chief in leading, managing, and guiding the Police Department. This position ensures the effective use of City resources, promotes crime prevention initiatives, and enhances the quality of life for residents, businesses, and visitors. By developing a professional, well-trained workforce and fostering collaboration with other agencies and City departments, the Deputy Chief of Police helps maintain a safe, responsive, and efficient law enforcement presence that aligns with the City's goals and community needs.

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

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(Signature)

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(Date)



Pay Range: E  
Date: 9/3/2025  
Non-Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

Position Title: **Administrative Specialist**  
Position Reports To: Department Director  
Position Supervises: Non-Supervisory Position

### **Description**

The Administrative Specialist performs a wide variety of administrative and clerical functions to support the assigned department. This position provides highly responsible assistance to department management and contributes to the success of the City by ensuring efficient operations, effective communication, and quality customer service.

### **Essential Functions** (with or without reasonable accommodation).

- Answers and directs telephone calls; receives and responds to citizen, staff, vendor, and departmental inquiries.
- Processes travel requests, purchase orders, invoices, and goods received.
- Processes incoming and outgoing mail.
- Prepares drafts and finished documents, correspondence, and reports, including confidential materials.
- Reviews documents for accuracy, completeness, and proper formatting.
- Maintains departmental record storage, including retention and destruction in accordance with state and federal standards.
- Follows up on projects, transmits information, and remains informed of department activities.
- Collects and compiles data for monthly financial and statistical reports; performs basic analysis to support projections of department needs.
- Prepares, reproduces, and distributes a variety of documents and reports.
- Orders and maintains office supplies; coordinates repair and maintenance of office equipment.
- Provides administrative support for facility scheduling, website content, onboarding processes, asset and inventory management, or other department operations as assigned.
- Greets and directs visitors to appropriate staff or divisions.
- Assists with special projects as required.
- Performs other duties as directed or as the situation dictates.

### **Essential Physical and Environmental Demands**

Work is performed primarily in an office environment, though it may occasionally require work outdoors depending on departmental needs. The position requires frequent sitting, standing, walking, hearing, speaking, and use of hands and arms to operate office equipment. Employees in this role may occasionally lift and/or move up to 25 pounds. Vision requirements include close, distance, color, peripheral, and depth perception, as well as the ability to adjust focus.

### **Education, Training, License, Certification and Experience\*\***

- Graduation from an accredited high school or GED equivalent.
- Two (2) years of increasingly responsible administrative/clerical support experience.

- Experience with accounting or bookkeeping procedures preferred.

**Knowledge, Skills and Abilities**

- Knowledge of modern office procedures, methods, and equipment.
- Proficiency in Microsoft Office (Word, Excel, Access, Outlook) and other standard software applications.
- Strong organizational and time-management skills; ability to handle multiple priorities.
- Excellent written and verbal communication skills; ability to maintain confidentiality.
- Strong customer service and public relations skills.
- Ability to perform accurate data entry, filing, and recordkeeping.
- Basic mathematical and money-handling skills.
- Ability to work independently, exercise sound judgment, and follow oral and written instructions.
- Ability to establish and maintain effective working relationships with City officials, staff, and the public.
- Dependable, with regular and punctual attendance.

**Contributions this Position Makes to the City**

The Administrative Specialist provides essential administrative support, enabling the department to operate efficiently and effectively. By maintaining accurate records, facilitating communication, and supporting departmental projects, this position helps ensure the success of City operations and service delivery to the community.

**Disclaimer**

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

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

(Signature)

(Date)



Pay Range: F  
Date: 10/04/2025  
Non-Exempt

## POSITION DESCRIPTION CITY OF LA VISTA

Position Title: **Circulation Clerk GED Instructor**  
Position Reports To: **Librarian Library Director**  
Position Supervises: Non-Supervisory Position

### Description

Teaches reading, math, social studies, science, and community interpersonal skills to prepare students to take GED exam, under the direction of the Librarian Director.

### Essential Functions (with or without reasonable accommodation).

- Adapts teaching methods and instructional materials to meet students' varying needs, abilities, and interests.
- Observes and evaluates student work to determine progress and areas where improvement is needed.
- Develops lesson plans, course schedule, and teaching materials as required by state law and administrative policy.
- Confers with other staff members to make lesson plan recommendations that promote effective learning, under the established curriculum.
- Maintains student progress, attendance, and records regarding student needs to facilitate a holistic learning experience.
- Establishes and fosters a productive, safe, and efficient learning environment.
- Assists students with securing exam dates and provides consistent motivation to ensure maximum potential is achieved.
- Provides teaching and material guidance to volunteer tutors.
- Upholds consistency and program accountability through creating monthly reports and maintaining outcome-related statistics.

### Essential Physical and Environmental Demands

The physical demands listed here are representative of those that must be met by an employee to successfully perform the essential functions of this position:

- Work is performed mostly in classroom settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is at various times asked to stand and sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.

**Formatted:** No bullets or numbering

### Education, Training, License, Certification and Experience\*\*

- Bachelor's degree in education or related field required.
- One (1) year of teaching experience with adult learners and/or GED students.
- Experience working with GED exams preferred.
- Current teaching certificate preferred.

### Knowledge, Skills and Abilities

Circulation Clerk GED Instructor

Position Description

Page 2, 11/04/2025, 8/19/2025

- The ability to work a varying schedule, including evenings and weekends.
- Basic computer-use skills.
- Ability to follow directions.
- Ability to read and write proficiently.
- Ability to operate library and office equipment such as photocopiers, laminator, fax.
- Ability to establish and maintain effective working relations with City officials, fellow employees, members of the public and patrons.
- Ability to maintain regular and dependable attendance on the job.

**Contributions this Position Makes to the City**

This position provides mentorship and guidance to GED candidates and contributes to the success of the City by developing future suitability for employment and higher education. GED Instructor is responsible for lesson plan development and effective delivery.

**Disclaimer**

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\*\*The City of La Vista reserves the right to utilize equivalences where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities