

LA VISTA CITY COUNCIL MEETING AGENDA

June 3, 2025

6:00 p.m.

Harold "Andy" Anderson Council Chamber

La Vista City Hall

8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Service Award: Brad Baber – 15 Years**

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 May 20, 2025 City Council Meeting**
3. **Request for Payment – WJHW, Inc – Professional Services – Astro Theater Sound Study – \$1,250.00**
4. **Request for Payment – Alvine and Associates, Inc. – Professional Services – Central Park Lighting – \$1,500.00**
5. **Request for Payment – Thompson Dreessen & Dorner, Inc. – Professional Services – Pool Demolition – \$7,992.50**
6. **Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation – \$45,138.83**
7. **Request for Payment – Benesch – Professional Services – Giles Road Widening – \$3,750.00**
8. **Approve Manager Application – Class I Liquor License – Smash Park – Gregory A. Brown**
9. **Approve change in date of City Council Meeting from August 5, 2025 at 6:00 p.m. to August 6, 2025 at 6:00 p.m.**
10. **Approval of Claims**

- **Reports from City Administrator and Department Heads**
- **First Quarter Report – Grow Sarpy**

B. Approval of Class D Liquor License Application – TFL Inc dba Mega Saver

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

C. Special Assessment

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

D. Ordinance – Amend Master Fee Ordinance

E. Resolution – Authorize Agreement – BerganKDV – Financial Audit Preparation

F. Central Park Road and Pedestrian Lighting

1. **Resolution – Change Order No. 1**
2. **Resolution – Change Order No. 2**
3. **Request for Payment – Valley Corporation – Central Park Lighting Project – \$101,253.39**

G. Resolution – Declaration As To Use – 84th Street Trail Project

- **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.



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **BRAD BABER** OF THE COMMUNITY DEVELOPMENT DEPARTMENT, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Brad Baber** has served the City of La Vista since May 24, 2010; and

WHEREAS, **Brad Baber's** input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Brad Baber** on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 3RD DAY OF JUNE 2025.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Kelly R. Sell
Councilmember, Ward II

Alan W. Ronan
Councilmember, Ward III

Jim Frederick
Councilmember, Ward IV

ATTEST:

Rachel D. Carl
City Clerk



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MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING May 20, 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 May 20, 2025. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Community Development Director Fountain, Library Director Barcal, Finance Director Harris, Recreation Director Buller, Human Resources Director Lowery and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on May 7, 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.

SERVICE AWARDS: MARK HARDESTY – 20 YEARS; SHAWN DOOLING – 20 YEARS; DEREK SCHWARTZ – 5 YEARS

Mayor Kindig recognized Mark Hardesty and Shawn Dooling for 20 years of service to the City and Derek Schwartz for 5 years of service to the City.

PROCLAMATION – NATIONAL PUBLIC WORKS WEEK

Mayor Kindig proclaimed May 18 – May 24, 2025 as National Public Works Week and presented the proclamation to Director of Public Works Soucie, Deputy Director of Public Works Director Calentine, City Engineer Dowse and Civil Engineer Delgado.

- A. CONSENT AGENDA**
- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE MAY 6, 2025 CITY COUNCIL MEETING**
- 3. MONTHLY FINANCIAL REPORTS – APRIL 2025**
- 4. REQUEST FOR PAYMENT – SPENCER MANAGEMENT LLC – PROFESSIONAL SERVICES – ON-CALL PAVEMENT REPAIRS – \$153,616.08**
- 5. REQUEST FOR PAYMENT – SPENCER MANAGEMENT LLC – PROFESSIONAL SERVICES – ON-CALL PAVEMENT REPAIRS – \$409,866.72**
- 6. REQUEST FOR PAYMENT – ARTISTIC SIGN & DESIGN, INC – PROFESSIONAL SERVICES – WAYFINDING – \$3,746.00**
- 7. REQUEST FOR PAYMENT – ARTISTIC SIGN & DESIGN, INC – PROFESSIONAL SERVICES – WAYFINDING – \$4,190.00**
- 8. REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – \$174,367.36**

9. APPROVAL OF CLAIMS

ACTION BATTERIES, maint	54.95
ACTIVE NETWORK, services	1,525.56
ADP, payroll & taxes	496,554.80
AKRS EQUIP, maint	1,171.61
ALFRED BENESCH/CO, services	1,318.50
AMAZON, supplies	1,411.41
ARNOLD MOTOR, maint	406.27
ATTITUDE ON FOOD, services	1,000.00
BACON LETTUCE CREATIVE, services	6,587.50
BISHOP BUS, services	152.98
BLACK HILLS ENERGY, utilities	1,303.77
BOBCAT, maint	734.16

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BOOT BARN, apparel	127.49
BRIAN SMILES, services	750.00
BS&A SOFTWARE, services	43,156.00
CENTER POINT, books	240.90
CENTURY LINK/LUMEN, phones	591.63
CINTAS, apparel	705.34
CITY OF OMAHA, services	308,687.69
PAPILLION PARKS/REC, services	364.00
CIVICPLUS, services	27,853.41
COLLAB. SUMMER LIB PROG, services	98.47
COLUMN SOFTWARE, services	503.24
CONCRETE SUPPLY, maint	431.00
COX, internet	467.15
CULLIGAN, supplies	13.50
CUMMINS, bldg & grnds	1,118.46
D & K PRODUCTS, supplies	6,526.60
DATABASEUSA.COM, services	933.00
DELL MRKTNG, equip	3,050.00
DIAMOND VOGEL, supplies	122.35
DOG WASTE DEPOT, supplies	831.92
EDGEWEAR SCREEN PRINT, services	1,212.50
ESSENTIAL SCREENS, services	156.17
FACTORY MOTOR PARTS, maint	96.61
FELSBURG HOLT/ULLEVIG, services	35,707.25
FH BLACK & CO, services	298.00
FIKES COMM HYGIENE, bldg & grnds	270.00
FIRST WIRELESS, maint	909.36
FITZGERALD SCHORR, services	26,906.38
FOP, dues	2,190.00
GALE, books	83.97
GENUINE PARTS/NAPA, supplies	355.19
GRAINGER, maint	1,654.82
GRT PLAINS UNIFORMS, services	32.00
GREATAMERICA FIN, services	1,666.79
GRETNNA WELDING, maint	1,350.00
GUARDIAN ALLIANCE TECH, services	102.00
HEARTLAND NAT GAS, utilities	1,936.16
HELGET SAFETY SPLY, supplies	480.30
HILTI, supplies	176.00
INDUSTRIAL SALES, bldg & grnds	377.40
JOHNSON HARDWARE, maint	1.14
JOHNSTONE SPLY, bldg & grnds	120.04
KANOPLY, media	211.85
KIESLER POLICE SPLY, supplies	4,485.00
KIMBALL MIDWEST, maint	38.36
KIMBERLY STORY, services	150.00
KINDIG, D, supplies	32.21
KRIHA FLUID PWR, maint	417.25
LABRIE, DONALD, services	150.00
LARSEN SPLY, supplies	488.20
LOVELAND GRASS PAD, maint	98.86
LOWES, supplies	196.99
MAINTAINX, services	2,700.00
MATHESON TRI-GAS, services	277.92
MENARDS, supplies	557.82
MAT, services	906.00
METRO LANDSCAPE, supplies	84.00
MGT IMPACT SOLNS, services	8,600.00
MICHAEL TODD CO, supplies	3,270.49
MISSIONSQUARE RETIRE, benefits	79,497.89

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MOBOTREX, supplies	2,660.00
MOTOROLA SOLNS, phones	13,324.80
MUNI PIPE TOOL, supplies	466.74
NL & L CONCRETE, services	288,513.67
N AM RESCUE, maint	13.00
OFFICE DEPOT, supplies	232.59
OWH/SUBSCRIPT, services	139.00
OMNI ENG, maint	696.18
ONE CALL CONCEPTS, services	530.36
O'REILLY, supplies	920.89
PAPILLION SANITATION, services	2,638.88
PER MAR SECURITY, services	1,591.29
POINT C HEALTH, benefits	14,797.28
POLICE/FIREMEN'S INS, benefits	327.16
PORT-A-JOHNS, services	90.00
PRINTCO, services	7,918.63
REF'S, services	3,000.00
RON TURLEY ASSOC, services	21,115.00
ROSARIO CANIGILA, services	15,165.00
RTG BLDG, services	6,765.00
S5 CREATIVE, mrktng	75.00
SHI INTERNAT'L, services	3,615.20
SIGN IT, supplies	1,072.00
SIMPLE GRANTS, services	4,900.00
SPENCER MGMT, bldg & grnds	1,027,705.13
STRADA OCC HEALTH, services	275.00
SUBURBAN NEWS, services	264.16
T & N ACQ, supplies	647.00
THE ASTRO THEATER, services	8,124.75
THE COLONIAL PRESS, services	158.01
THE WALDINGER CORP, maint	752.50
TRANS UNION RISK, services	75.00
TY'S OUTDOOR PWR, maint	40.84
ULTIMATE TRUCK, maint	1,170.00
UMR, benefits	148,041.07
UNITE PRIV NETWRKS, services	3,300.00
US TREASURY, taxes	9,748.85
US BANK, supplies	24,913.07
UTILITY EQUIP, bldg & grnds	428.27
V&V MFG, supplies	127.95
VERIZON CONNECT, fleet	671.80
VERIZON, phones	487.33
VOIANCE LANGUAGE, services	98.80
WALMART, supplies	748.35
WELDON PARTS, maint	408.42
WESTLAKE HARDWARE, supplies	1,033.25
WINSUPPLY, bldg & grnds	78.28
WJHW, services	5,750.00
YARD MARKET, supplies	5,906.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Ramirez gave an update on the City Administrator search.

Finance Director Harris announced that the Budget Workshop will be on July 14, 2025 at 6:00pm.

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Library Director Barcal introduced Tammy Kamin, the new GED Instructor for the evening program.

Communications & Marketing Manager Beaumont reported that the City Hall and Community Center parking lots will be closed on Friday, May 30th to set up for La Vista Days.

Fire Chief Gottsch reported that there are two new members to the fire department that will receive their badges at the Papillion City Council Meeting.

Chief of Police Schofield reported that two new police officers have been hired and will start training in June and that the mail theft suspect has been arrested.

PRESENTATION & PARTICIPATION CERTIFICATES – MAYOR'S YOUTH LEADERSHIP COUNCIL

Amelia More, Addie Bigalow, Nate Souza, Max Souza and Maggie Novak gave a report on the 2024-2025 MYLC session and Mayor Kindig presented participation and leadership certificates to the students.

B. ORDINANCE – AMEND LA VISTA MUNICIPAL CODE SECTION 113.07

Councilmember Thomas introduced Ordinance No. 1549 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 113.07; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1549. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. 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.

C. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Hale introduced Ordinance No. 1550 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1533, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

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Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1550. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. RESOLUTION – APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2025-2026 BUDGET

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-079 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY2025-2026 BUDGET.

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board approved the proposed FY2025-2026 Budget, which was approved by the Agency Board at the Agency's Board Meeting on April 23, 2025; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2025-2026 Budget which has been approved by the Agency Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2025-2026 Budget is hereby approved.

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

E. RESOLUTION – AWARD CONTRACT EXTENSION – JANITORIAL SERVICES – MUNICIPAL FACILITIES

Councilmember Frederick introduced and moved for the adoption of Resolution No. 25-080 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT EXTENSION TO RTG BUILDING SERVICES, INC., OMAHA, NEBRASKA FOR JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$87,970 ANNUALLY FOR A ONE YEAR TERM WITH TWO ADDITIONAL ONE YEAR OPTIONS.

WHEREAS, the City Council of the City of La Vista has determined that janitorial services for City facilities are necessary; and

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

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to RTG Building Services, Omaha Nebraska for janitorial services in an amount not to exceed \$87,970 annually for one year with two additional one year options in form and content approved by the City Administrator or her designee.

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

F. RESOLUTION – APPROVE NEPA PRE-SCOPING AGREEMENT – THOMPSON CREEK TRAIL

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 25-081 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PRE-SCOPING AGREEMENT WITH HENNINSON, DURHAM AND RICHARDSON (HDR) FOR PRE-SCOPING NEPA SERVICES IN AN AMOUNT NOT TO EXCEED \$10,740.93.

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

WHEREAS, City of La Vista understands that it must strictly follow all 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 HDR Engineering, Inc. wish to enter into a Environmental Services Agreement to provide Environmental 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 Environmental Services Agreement between the City of La Vista and HDR Engineering, Inc.

NDOT Project Number: TAP-77(76)
NDOT Control Number: 22977
NDOT Project Name: Thompson Creek Trail, La Vista

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

G. RESOLUTION – APPROVE PRE-SCOPING AGREEMENT – THOMPSON CREEK TRAIL

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-082 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PRE-SCOPING AGREEMENT WITH HENNINSON, DURHAM AND RICHARDSON (HDR) FOR PRE-SCOPING PRELIMINARY ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$40,165.65.

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

WHEREAS, City of La Vista understands that it must strictly follow all 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 HDR Engineering, Inc. wish to enter into a Preliminary Engineering Services Agreement to provide Preliminary 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

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authorized to sign the Preliminary Engineering Services Agreement between the City of La Vista and HDR Engineering, Inc.

NDOT Project Number: TAP-77(76)
NDOT Control Number: 22977
NDOT Project Name: Thompson Creek Trail, La Vista

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

H. RESOLUTION – AUTHORIZE PURCHASE – PICKUP TRUCK

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 25-083 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2025 CHEVROLET SILVERADO 3500 HD PICKUP TRUCK FROM HUSKER AUTO GROUP, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$76,766.25.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) 2025 Chevrolet Silverado 3500 HD pickup truck is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; 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 authorize the purchase of one (1) 2025 Chevrolet Silverado 3500 HD pickup truck, Lincoln, Nebraska in an amount not to exceed \$76,766.25.

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

I. PUBLIC WORKS – MISSION, VISION AND VALUE STATEMENTS

Councilmember Hale made a motion to receive and file the Public Works – Mission, Vision and Value Statements. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried.

J. DISCUSSION – GOLF CAR POLICY

Council discussed a golf car policy. Bruce Christensen commented on golf cars. There was council consensus to bring back a draft ordinance in 2 – 3 meetings based on Papillion's ordinance.

K. DISCUSSION – MOBILE FOOD VENDOR ORDINANCE

Council discussed the mobile food vendor ordinance. Joey Jones with the Heights Draft Room commented on mobile food vendors. There was council consensus to bring back amendments to the current ordinance based on council comments.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

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L. EXECUTIVE SESSION – PERSONNEL

At 7:16 p.m. Councilmember Wetuski made a motion to go into executive session for protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:25 p.m. the Council came out of executive session. Councilmember Sell made a motion to reconvene in open and public session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented that he will not be at the June 3rd City Council meeting.

Mayor Kindig gave a legislative update.

At 7:28 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

WJHW.

Approved to Pay
CAS 2/10/2025
16.53.0303.000

WJHW, INC.

Designers and Planners for Sound, Video, Multi-Media
Telecommunications, Broadcast, Security, Theatre & Acoustics
Dallas • San Antonio • Denver • Houston • London
Corporate: 3424 Midcourt Road, Suite 124, Carrollton, TX 75006

CHRISTOPHER SOLBERG
CITY OF LA VISTA
8116 PARK VIEW BOULEVARD
LA VISTA, NE 68128

April 28, 2025
No: 24199.0000
Invoice No: 2419903

24199.0000

CITY OF LA VISTA NEBRASKA ASTRO THEATER MEASURMENTS

Description	Contract Amount	% Work To Date	Amount Billed	Previously Billed	This Inv Billed
SITE MEASUREMENTS	8,000.00	100.00	8,000.00	8,000.00	0.00
ACOUSTIC MODELING & RECOMMENDATIONS	5,000.00	100.00	5,000.00	3,750.00	1,250.00
Total Fee	13,000.00		13,000.00	11,750.00	1,250.00
		Total			1,250.00

Invoice Amount Due \$1,250.00

Please make payment via Direct Deposit into the following bank account:

Account Name: WRIGHTSON JOHNSON HADDON & WILLIAMS INC

ACH Routing Number: 022000020

Account Number: 104056258

Reference: Please quote your Invoice Number

Send remittance information to WJHWAccounting@WJHW.com

P:972.934.3700

www.wjhw.com

Alvine and Associates, Inc

Alvine Engineering | IP Design Group
 1201 Cass Street
 Omaha, NE 68102

INVOICE

Invoice Number: 64106
 Date: May 15, 2025
 Project Number: 20241285

City of La Vista
 8116 Park View Blvd
 La Vista, NE 68128

La Vista Central Park Site Lighting Construction Administration

For Professional Services Rendered Through: May 09, 2025

Fee is based on a lump sum of \$7,500.00.

Fee Services

	Contract Amount	Percent Complete	Fee Earned	Prior Billings	Current Billings
Construction Administration	\$7,500.00	100.00	\$7,500.00	\$6,000.00	\$1,500.00
	\$7,500.00		\$7,500.00	\$6,000.00	\$1,500.00
					\$1,500.00
			Invoice Total		\$1,500.00

Approved to Pay
 CAS 5/23/2025
 16.71.0917.000-PARK17006



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Unit 312; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 169938
Date 05/23/2025
Project 0171-429 CITY POOL

Professional Services from July 22, 2024 through May 04, 2025

Description	Current Billed
Construction Staking	0.00
Geotechnical Exploration	0.00
Civil Engineering Services	7,992.50
Construction Observation	0.00
	Total 7,992.50

Invoice total 7,992.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
169938	05/23/2025	7,992.50	7,992.50				
	Total	7,992.50	7,992.50	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

OKC Pay
PMD 5/28/25
16-71-0918.000-PAH2003



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

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

INVOICE

Invoice Number: 702619-43
Date: May 23, 2025
Client Code: 7220
P.O. Number: 20-008340

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

Construction Observation, Administration & Testing Through: May 15, 2025

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)		90% Complete		\$48,006.00
002: Trekk (\$90,420) (Hrly)				\$89,172.71
003: Thiele Geotech (\$18,675) (Hrly)				\$19,200.00
004: Emspace & Lovgren (\$9,775) (Hrly)				\$11,809.67
005: Amendment 1 HGM (LS \$923)		100% Complete		\$923.00
006: Amendment 1 TREKK (\$4,000) (Hrly)				\$4,000.00
007: Phase 2 Final Design (Hrly)				\$201,345.71
008: Phase 2 Final Design TREKK (Hrly)				\$64,665.61
009: Phase 2 Final Design Emspace (Hrly)				\$10,763.73
010: Midwest Right of Way (\$58,725) (Hrly)				\$20,205.00
011: Construction Admin (Hrly)				
Design Engineer	153.00	140.48	\$21,493.44	
Design Engineer	65.25	154.72	\$10,095.48	
Engineer Technician	4.25	89.60	\$380.80	
Engineer Technician	17.75	110.40	\$1,959.60	
Engineer Technician	11.00	130.08	\$1,430.88	

	Hours	Rate	Current Period	Billed To Date
Engineer Technician II	6.00	76.80	\$460.80	
Senior Project Engineer	2.00	244.61	<u>\$489.22</u>	
			\$36,310.22	\$1,003,578.97

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

Thiele Geotech, Inc.	\$7,680.00	
	<u>\$7,680.00</u>	\$79,284.50

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

		\$374.40
		\$8,059.50

014: Const. Surveying (Hrly)

Land Surveyor	6.00	164.00	\$984.00	
Land Surveyor	1.00	164.61	<u>\$164.61</u>	
			\$1,148.61	\$15,561.74

Total Amount Billed	\$1,576,950.54
Less Previous Invoices	\$1,531,811.71
Invoice Total	<u>\$45,138.83</u>

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
702619-42	4/22/2025	\$43,809.14			\$43,809.14
		<u>\$43,809.14</u>			\$43,809.14

OK TO PAY
PMO 5/28/25

48% = SEUR = 02.710917.000 - SEUR13021
= \$21,66.64

52% = STAFF = 05.71.0917.000 - SEUR13021
= \$23,472.19



Value Focused. Community Minded. Quality Driven.

Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

May 25, 2025

Project No: 0000-120869.00
Invoice No: 322341

Preliminary & Final Design
Giles Road, BNSF Bridge to Interstate 80 Eastbound On-Ramp Improvements
M376(230) STRT-17-003

Professional Services from April 07, 2025 to May 25, 2025

Task	00004	Final Design & Bid Package Development		
Professional Personnel				
		Hours	Rate	Amount
Project Manager II Carpenter, Daniel		1.00	204.00	204.00
Project Engineer II Barahona, Alejandro		1.50	156.00	234.00
Designer II Najera, Gabriel		24.00	138.00	3,312.00
	Totals	26.50		3,750.00
	Total Labor			3,750.00
			Total this Task	\$3,750.00
Billing Limits				
		Current	Prior	To-Date
Total Billings		3,750.00	184,152.91	187,902.91
Limit				211,749.82
Remaining				23,846.91
			Total this Invoice	\$3,750.00

OK TO PAY
PMD 5/28/25
05.21.0917cc-9RT17003



**LA VISTA POLICE DEPARTMENT
Inter-Department Memo**

TO: **Rachel Carl**

FROM: **Sgt Collett**

DATE: **May 21st, 2025**

RE: **Local Background Check- Smash Park**

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission License application completed by the applicant. We have conducted a local records check related to the Manager Application for Smash Park, Gregory Brown. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, the La Vista Police Department asks the applicant to strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.



Application Copy

File Number: 78893

AMENDMENT TYPE	APPLICATION DATE RECEIVED
Manager Change Amendment	2025-03-07
CURRENT MANAGER NAME	CURRENT MANAGER EMAIL
Needs Manager	
NEW MANAGER NAME	NEW MANAGER EMAIL
Gregory A Brown	greg.brown@smashpark.com
QUESTIONS	

Class I Beer, Wine, Spirits On Sale

1. Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Gregory A Brown

2. What is the manager's address?

[REDACTED]

3. What is the manager's phone number?

[REDACTED]

4. What is the manager's email address? An email will be sent to them to obtain their personal information.
greg.brown@smashpark.com
5. What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Dodge

6. Is the manager married?

Yes

Kelsey L Brown

kelseylbrown42@gmail.com

7. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY
§53-125(5)

Has the new manager, or their spouse, EVER been convicted of or plead guilty to any charge? Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding.
PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION

No

8. Do you qualify under Nebraska Liquor Control Act (53-131.01) and do you intend to supervise, in person, the management of the business?

Yes

9. Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Food and Beverage Manager at Topgolf Jan. 2020 to Apr. 2024

General Manager at Applebee's 2016 to 2020

Previously servsafe alcohol certified

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Affidavit of non-participation	Spousal affidavit of non participation insert.pdf	

APPLICANT

Gregory Brown

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

ACCOUNTS PAYABLE CHECK REGISTER

A-10

Check #	Check Date	Vendor Name	Amount	Voided
144901	05/21/2025	OMAHA WORLD-HERALD/SUBSCRIPTIONS	139.99	N
144902	05/21/2025	MOTOROLA SOLUTIONS INC	2106.22	N
144903	05/21/2025	HURST, JEAN	92.68	N
144904	05/21/2025	NL & L CONCRETE	174367.35	N
144905	05/21/2025	PETTY CASH	100.00	Y
144906	05/21/2025	SPENCER MANAGEMENT	563482.80	N
144907	05/21/2025	JANITOR DEPOT MIDWEST LLC	1877.22	N
144908	05/21/2025	ARTISTIC SIGN & DESIGN	7936.00	N
144909	05/22/2025	PETTY CASH	100.00	N
144910	05/29/2025	SARPY COUNTY COURTHOUSE	4582.00	N
144911	05/29/2025	UNITE PRIVATE NETWORKS LLC	1676.00	N
144912	05/29/2025	MGX EQUIPMENT SERVICES	1650.24	N
144913	06/03/2025	ACTION BATTERIES UNLTD INC	8.95	N
144914	06/03/2025	ACTIVE NETWORK LLC	1400.00	N
144915	06/03/2025	AKRS EQUIPMENT SOLUTIONS, INC.	456.39	N
144916	06/03/2025	AMAZON CAPITAL SERVICES, INC.	5023.06	N
144917	06/03/2025	VOID	.00	Y
144918	06/03/2025	ARNOLD MOTOR SUPPLY	1461.12	N
144919	06/03/2025	AT&T MOBILITY LLC	98.50	N
144920	06/03/2025	BAKER & TAYLOR LLC	1163.50	N
144921	06/03/2025	CINTAS CORPORATION NO. 2	339.49	N
144922	06/03/2025	CITY OF PAPILLION	15550.49	N
144923	06/03/2025	COLONIAL RESEARCH CHEMICAL CO	931.47	N
144924	06/03/2025	COSGRAVE COMPANY	251.05	N
144925	06/03/2025	CUMMINS SALES AND SERVICE	297.00	N
144926	06/03/2025	D & K PRODUCTS	5356.65	N
144927	06/03/2025	DATA DOCUMENTS LLC	139.00	N
144928	06/03/2025	DELL MARKETING L.P.	524.99	N
144929	06/03/2025	DIAMOND BLADE DISTRIBUTORS LLC	743.95	N
144930	06/03/2025	ECHO GROUP INCORPORATED	851.60	N
144931	06/03/2025	FACTORY MOTOR PARTS	467.87	N
144932	06/03/2025	FEDERAL SIGNAL CORPORATION	19150.95	N
144933	06/03/2025	FERGUSON US HOLDINGS INC	847.20	N
144934	06/03/2025	FIRST RESPONDER OUTFITTERS, INC	414.92	N
144935	06/03/2025	FIRST RESPONDERS FOUNDATION	130.69	N
144936	06/03/2025	FLEETPRIDE	22.00	N
144937	06/03/2025	FORVIS, LLP	2450.00	N
144938	06/03/2025	FUN SERVICES	12777.50	N
144939	06/03/2025	GALE	338.88	N
144940	06/03/2025	GILMORE & BELL PC	2500.00	N
144941	06/03/2025	GRAINGER	5.11	N
144942	06/03/2025	GROSSENBACHER BROTHERS INC	888.45	N
144943	06/03/2025	HASSLER, CHRISTOPHER	613.50	N
144944	06/03/2025	HELGET SAFETY SUPPLY INC	426.30	N
144945	06/03/2025	HOTSY EQUIPMENT COMPANY	804.65	N
144946	06/03/2025	HY-VEE INC	180.09	N
144947	06/03/2025	INDUSTRIAL SALES COMPANY INC	159.37	N
144948	06/03/2025	INFOGROUP	1250.00	N
144949	06/03/2025	INGRAM LIBRARY SERVICES LLC	734.87	N
144950	06/03/2025	JOHNSTONE SUPPLY CO	16.05	N
144951	06/03/2025	KEVIN JONES	700.00	N
144952	06/03/2025	LABRIE, DONALD P	150.00	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
144953	06/03/2025	LARSEN SUPPLY COMPANY	316.10	N
144954	06/03/2025	LEMON FRESH DAY	2500.00	N
144955	06/03/2025	LIBRARY ADVANTAGE	900.00	N
144956	06/03/2025	MENARDS-RALSTON	234.61	N
144957	06/03/2025	METROPOLITAN COMMUNITY COLLEGE	24266.15	N
144958	06/03/2025	MIDWEST TAPE	258.15	N
144959	06/03/2025	MIDWEST TURF & IRRIGATION	439.40	N
144960	06/03/2025	MR. PICNIC	5030.00	N
144961	06/03/2025	NEBRASKA FEDERAL SURPLUS PROPERTY	350.00	N
144962	06/03/2025	NLA-NEBRASKA LIBRARY ASSN	345.00	N
144963	06/03/2025	NORM'S DOOR SERVICE	1565.00	N
144964	06/03/2025	OCLC INC	33.20	N
144965	06/03/2025	OFFICE DEPOT INC	163.45	N
144966	06/03/2025	OFFICE DEPOT INC	154.31	N
144967	06/03/2025	OMAHA WORLD HERALD/NOTICES	362.99	N
144968	06/03/2025	OMNI ENGINEERING	216.02	N
144969	06/03/2025	PAPILLION RECREATION ORGANIZATION	3351.00	N
144970	06/03/2025	PLAN IT SOFTWARE LLC	6825.00	N
144971	06/03/2025	POMP'S TIRE SERVICE, INC	2816.80	N
144972	06/03/2025	PORT-A-JOHNS	1130.00	N
144973	06/03/2025	PORTER LEE CORPORATION	1200.00	N
144974	06/03/2025	PRINTCO GRAPHICS INC	1556.11	N
144975	06/03/2025	REGAL AWARDS INC.	192.66	N
144976	06/03/2025	SCHOOL OF ROCK OMAHA	800.00	N
144977	06/03/2025	SIGN IT	1083.50	N
144978	06/03/2025	SITE ONE LANDSCAPE SUPPLY LLC	1250.00	N
144979	06/03/2025	SUBURBAN NEWSPAPERS INC	264.16	N
144980	06/03/2025	TED'S MOWER SALES & SERVICE INC	97.50	N
144981	06/03/2025	THE COLONIAL PRESS, INC	158.01	N
144982	06/03/2025	TRACTOR SUPPLY CREDIT PLAN	349.90	N
144983	06/03/2025	TROUT, DONNA L	3375.00	N
144984	06/03/2025	TY'S OUTDOOR POWER & SERVICE	456.87	N
144985	06/03/2025	ULINE, INC.	874.51	N
144986	06/03/2025	UNMC	1276.00	N
144987	06/03/2025	VANITI PRODUCTIONS	2600.00	N
144988	06/03/2025	VENTURA BLVD.	3500.00	N
144989	06/03/2025	WILDLIFE LEARNING ENCOUNTERS	2300.00	N
1262277	05/23/2025	CENTURY LINK/LUMEN	380.37	N
1262278	05/23/2025	MID-AMERICAN BENEFITS INC	27.06	N
1262279	05/23/2025	COX COMMUNICATIONS, INC.	143.65	N
1262280	05/23/2025	ACTIVE NETWORK LLC	53.04	N
1262281	05/23/2025	NE DEPT OF REVENUE-SALES TAX	80.90	N
1262282	05/23/2025	GREAT PLAINS COMMUNICATION	1088.04	N
1262283	05/23/2025	ADP INC	417213.86	N
1262284	05/23/2025	MISSIONSQUARE RETIREMENT	67715.60	N
1262285	05/23/2025	POLICE & FIREMEN'S INSURANCE	300.35	N
1262286	05/23/2025	ABM INDUSTRIES, INC	25290.07	N
1262287	05/23/2025	FRATERNAL ORDER OF POLICE	2165.00	N
1262288	05/29/2025	OMAHA PUBLIC POWER DISTRICT	51013.46	N
1262289	05/29/2025	MID-AMERICAN BENEFITS INC	45.17	N
1262290	05/29/2025	METROPOLITAN UTILITIES DISTRICT	4901.42	N
1262291	05/29/2025	AMERICAN HERITAGE LIFE INSURANCE CO	314.56	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
1262292	05/29/2025	DEARBORN NATIONAL LIFE INSURANCE CO	1333.00	N
1262293	05/29/2025	DEARBORN NATIONAL LIFE INSURANCE CO	8037.66	N
1262294	05/29/2025	LINCOLN NATIONAL LIFE INS CO	7947.32	N
1262295	05/29/2025	ACTIVE NETWORK LLC	125.56	N
1262296	05/29/2025	PITNEY BOWES-EFT POSTAGE	2129.00	N
1262297	05/29/2025	METLIFE	1188.48	N
1262298	05/29/2025	COLONIAL LIFE & ACCIDENT INS CO	2066.66	N
1262299	06/03/2025	U.S. CELLULAR	2505.78	N
1262300	06/03/2025	CITY OF PAPILLION - MFO	246596.00	N
1262301	06/03/2025	HEARTLAND NATURAL GAS	905.76	N
1262302	05/30/2025	ACTIVE NETWORK LLC	172.08	N
1262303	05/30/2025	BOK FINANCIAL	325.00	N
TOTAL: \$1754392.36				

APPROVED BY COUNCIL MEMBERS ON: 02/10/2025

COUNCIL MEMBER

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS D LIQUOR LICENSE FOR TFL INC DBA MEGA SAVER IN LA VISTA, NEBRASKA.

WHEREAS, Mega Saver, 6912 S. 110th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class D Liquor License submitted by TFL Inc dba Mega Saver, 6912 S. 110th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



LA VISTA POLICE DEPARTMENT Inter-Department Memo

TO: **Rachel Carl**

FROM: **Sgt Collett**

DATE: **May 21st, 2025**

RE: **Local Background Check- Mega Saver**

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission License application completed by the applicant. We have conducted a local records check related to the Manager Application for Mega Saver, Alyssa Ray. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, the La Vista Police Department asks the applicant to strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 100768

LICENSE TYPE	APPLICATION DATE RECEIVED
Class D Beer, Wine, Spirits Off Sale Only	2025-05-02
SECONDARY LICENSE(S)	
None selected	
LICENSEE LEGAL NAME	LICENSEE TYPE
TFL Inc	Corporation
DOING BUSINESS AS	CORPORATE NUMBER
Mega Saver	10045933
INCORPORATION DATE	
2003-05-19	
CORRESPONDENCE ADDRESS	
6912 S 110th St La Vista, NE 68128	
MAILING ADDRESS	
202 s 73 st omaha, NE 68114	
PHYSICAL ADDRESS	
6912 S 110th St La Vista, NE 68128	
CONTACT NAME	PREFERRED CONTACT METHOD
Alyssa Ray	Email
CONTACT PHONE	ALTERNATE PHONE
(402) 810-2455	
FAX	EMAIL
	alyssa@megasaver.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Abdurashid Samiev	President		51
Kamol Samiev	VP		49

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 119766 (Active) - Class D Beer, Wine, Spirits Off Sale Only (May 01, 2025 - Apr 30, 2026)
FOOD & FUELS R US (N K CORPORATION)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Convenience with Gas

PREMISES NAME

Mega Saver

OPERATOR

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

6912 S 110th St La Vista, NE 68128

MAILING ADDRESS

CONTACT NAME

Alyssa Ray

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 810-2455

FAX

PREMISES MANAGER

Kamol Samiev

QUESTIONS

ALTERNATE PHONE

EMAIL

alyssa@megasaver.com

PREMISES MANAGER EMAIL

kamol@tflcorp.net

Class D Beer, Wine, Spirits Off S

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY
§53-125(5)

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L60, W53

3. Will a basement be used for alcoholic storage or sale?

No

4. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.
1

5. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No

6. Is premises to be licensed within 300 feet of a college campus or university?
No

7. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.
No

8. What date do you intend to open for business?
5/15/2025

9. What are the anticipated hours of operation?
Mon - Thur, Sun: 6am - 11pm
Fri - Sat: 6am - 12am

10 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
No

11 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
No

12 Is anyone listed on this application a law enforcement officer?
No

13 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First Interstate Bank
Abdurashid Samiev
Kamol Samiev

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes
FBST

15 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

16 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

17 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

8928 Maple St Omaha NE 68134
10780 Q St Omaha NE 68127
7205 Lawndale Dr Omaha NE 68134
4429 California St Omaha NE 68131
7210 Harrison St Ralston NE 68127
2014 L St Omaha NE 68107
5444 Center St Omaha NE 68106
11511 S 36th St Bellevue NE 68005
4725 S 77th Ave Ralston NE 68127
4420 South 24th Street Omaha NE 68107
6000 Grover St. Omaha NE 68106
3223 N 108th Maple St Omaha NE 68134
5101 S. 24th St. Omaha, NE 68107
1357 NW Radial Hwy Omaha, NE 68132
1910 N 144th street, Omaha, NE 68154
8540 Blondo street, Omaha, NE 68135

18 Has the premises location been previously licensed within the last 2 years?

Yes

19 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

20 Is your lease or deed for the premises to be licensed in the name of the applicant, i.e., the LLC, Corporation or Individual. If you own the property in your personal name, but are applying as a LLC or Corporation, you will need to lease the property to your LLC or Corporation.

Yes

21 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Kamol Samiev

23 What is the manager's address?

[REDACTED]

24 What is the manager's phone number?

[REDACTED]

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

douglas

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

kamol@tflicorp.net

27 Is the manager married?

Yes

FARZONA KOMILOVA

farzona1023@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	LIQUOR APP Business plan - Template.docx.pdf	
Privacy Act Statement	Farzona - Privacy Act.pdf	
Privacy Act Statement	Rashid - Privacy Act.pdf	
Privacy Act Statement	Tahmina - Privacy Act.pdf	
Privacy Act Statement	Kamol - Privacy Act.pdf	
Premises Description & Diagram	LIQ APP - drawing 110 HARR.png	
Temporary Operating Permit (TOP)	TOP with BPA - 110 harr_signed-1-2.pdf	TOP with BPA
TOP with Business Purchase Agreement and Inventory	liquor inventory - 110 harr.pdf	inventory
Lease / Deed / Purchase Agreement	purchase agreement - 110 harr.pdf	purchase agreement

APPLICANT

Lola Khalikova

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

RESOLUTION NO. _____

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

WHEREAS, the property owner of
7326 Plum Dale Road \$1,787.50
were notified that the property needed several trees removed, as they were in
violation of the City Municipal Code, Section 94.07 and Section 92.21, or the City
would do so and bill them accordingly, and

WHEREAS, the property owner of said address chose not to have the damaged and dead
trees removed from the property, thus necessitating the City to do the repairs,
and

WHEREAS, the City sent the property owner a bill for said repair upon which the property
owner agreed to make 6 monthly payments of \$357.50 and only one payment
was made, and

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

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

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2025.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk



December 3, 2024

Kathryn Kemp
7326 Plum Dale Rd
La Vista, NE 68128

Dear Kathryn Kemp;

On July 22, 2024, the property at 7326 Plum Dale Rd in La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 94.07 and 92.21, and notification was made to correct the violations by September 13, 2024 or the city would correct it at the expense of the property owner. On November 15, 2024, the pine tree in the front yard was removed by Rooted Tree Specialists. The cost of \$650.00 was incurred by the City for the tree removal.

Please remit \$650.00, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on January 21, 2024, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, MMC
City Clerk

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

Other Violations Enforcement | EEN24-0696

Property Information

010503420	7326 PLUM DALE RD La Vista NE, 68128	Subdivision: S AND S'S HARVEST HILL
		Lot: Block:

Name Information

Owner: KEMP/KATHRYN L	Phone:
Occupant:	Phone:
Filer:	Phone:

Enforcement Information

Date Filed: 07/22/2024	Date Closed:	Status: Open - Initial Violation Notice Issued
------------------------	--------------	--

Complaint:

7.22.2024: Dead tree in front yard. MH130

7.22.2024: DEAD TREE IN FRONT YARD. DEAD LIMBS AND BRANCHES IN TREES IN REAR YARD. ISSUED. PICS TAKEN. MH130

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8.22.2024: VIOLATION NOT CORRECTED. PICS TAKEN. MH130

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9.16.2024: Left VM for Shannon to return phone call by end of day 9.17.2024 to give update on tree. MH130

10.3.2024: Tree not removed. MH130

10.6.2024: Message from Neighbor of property at 7322 Plum Dale Rd, Debra (402.680.1404, bndSouza@hotmail.com):

"I was following up on a complaint we made in July about the neighbors tree falling on our fence. She told us she can't afford to have it removed. If someone does not comply with the code to fix something is that the end of it? Can the city take care of it and work with her? What happens now? Her address is 7326 Plum Dale Rd "

10.29.2024: 10.29.2024: Spoke with Amy Nakai (402.210.3343) with Rooted Tree Specialist. She will be looking at the tree and will email an estimate. MH130

11.6.2024: Received cost to have tree cut and removed from Rooted Tree Specialist and approved it. MH130

11.14.2024: Email sent to complainant, Debra Souza: This is the 3rd time I have requested help with the neighbors tree that has fallen on my fence. I received a call on 10/7/24 saying the city would be removing it, and nothing has been done.

Response to Debra Souza: Good morning, Ms. Souza –

Sorry for just getting back to you. I was out due to a family member passing. As far as the tree, I have been in process of getting the tree taking care of. I have had to call multiple tree companies and finally landed with one. Due to having to work around their schedule, it has taken longer than expected to take care of tree that has fallen on your fence. It looks like there is a possibility the tree will be taken care of tomorrow or early next week.

Question. Would it be okay for the tree company to go into your back yard if need to cut the tree limb that is on your fence?

Mario Hatcher – Community Services Bureau

Response from Debra: Thank so much for your email. I am sorry for your loss and completely understand that family always comes first. Please feel free to do whatever it takes to get the job done. We have no animals in our backyard and it is accessible at any time through either side gate.

Thank you for helping with this situation.
Debra Souza

11.15.2024: Tree in front yard cut down and removed (Abated) by Rooted Tree Specialist. The large tree branch in rear yard that is fallen over and leaning on neighbors fence will be cut and removed the week of 11.18.2024. MH130

Last Action Date: 08/23/2024 Last Inspection:

Last Action:

Certified Letter Sent

Date 7.21.2014 14-5099

Location 7326 Plum Dale Rd

Violation 94.07 & 94.11

Time to Comply 8.22.2014

Description 94.07 - Decid l/wb, l/branches &
94.11 - Dead tree in front yard

Follow-up Officer



Date: 08-23-2024

Kathryn Kemp
7326 Plum Dale Rd
La Vista, NE 68128

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. An investigation is being conducted at your property (**7326 Plum Dale Rd. La Vista, NE**). This investigation has revealed violation(s) of the La Vista Municipal Code, (s):

94.07: All trees and shrubs within the city shall be pruned or removed when such trees or shrubs constitute a hazard to life and property.

92.21: (B) It is hereby declared a nuisance for a property owner to permit, allow or maintain any dead or diseased trees on private property within the corporate limits of the city...

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

Violation(s) are required to be eliminated on or before 09-13-2024.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402)331-1582 ext. 251 between the hours of 8:00 a.m. and 4:00 p.m. Please leave a voicemail if I am not available. Your address, a return phone number and best date and time to contact you is necessary. This matter will be forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution if compliance is not achieved.

Sincerely,

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kathryn Kemp
7326 Plum Dale Rd
La Vista NE 68128

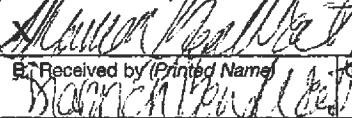


9590 9402 2314 6225 7013 59

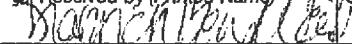
2. Article Number (Transfer from service label)

7013 2250 0001 8089 9005

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

**SARPY COUNTY ASSESSOR'S OFFICE**

Real Property Record Card

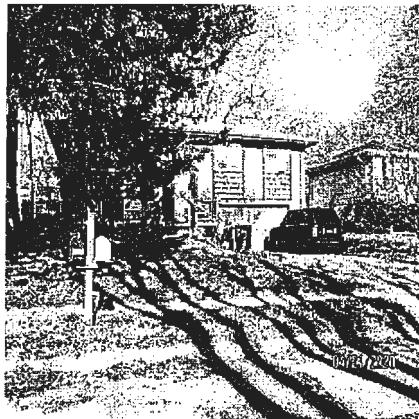
Data Provided by DAN PITTMAN County Assessor, Printed on 11/15/2024 at 15:09

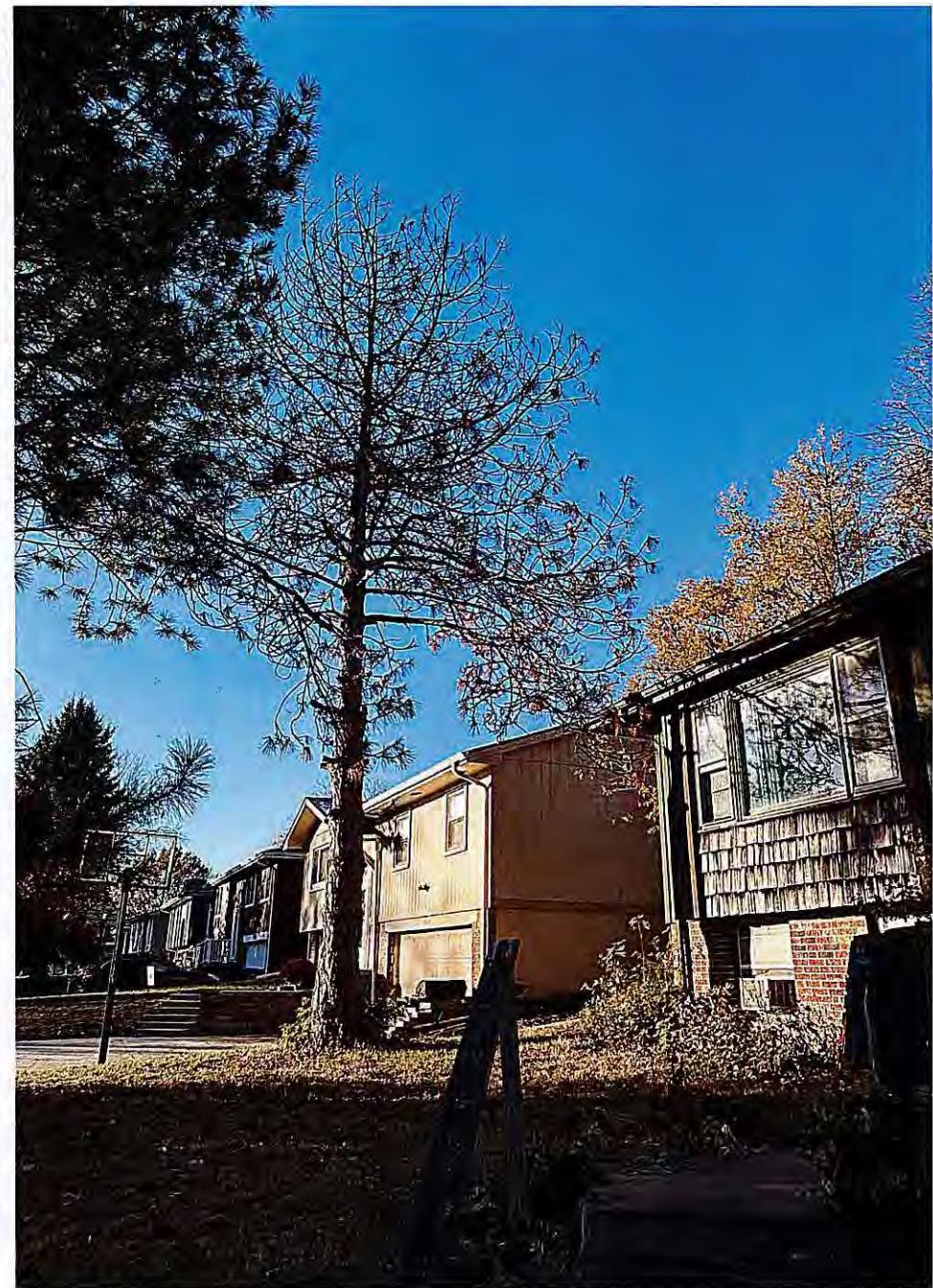
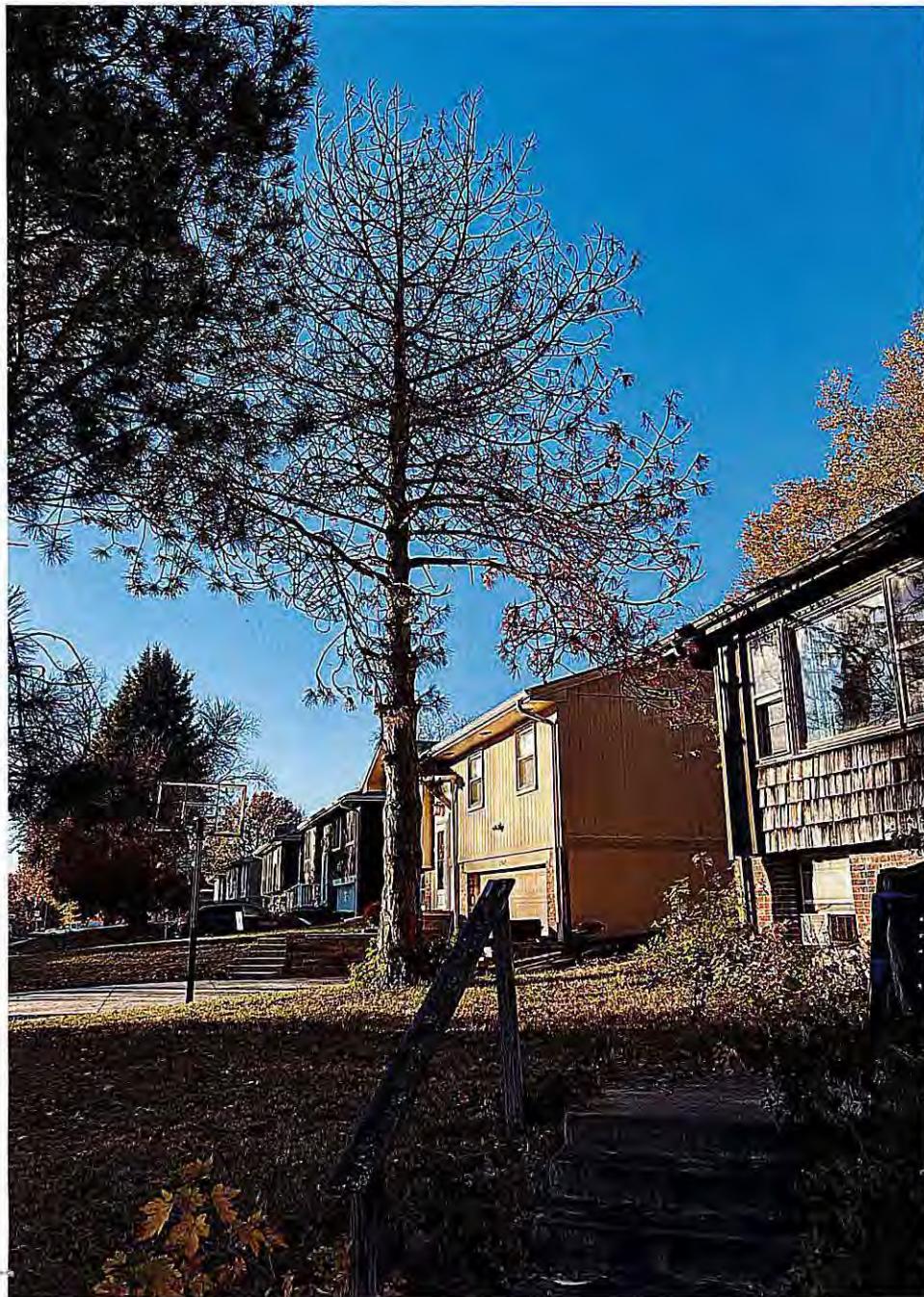
Parcel Information		Ownership Information	
Parcel Number : 010503420		Current Owner : KEMP/KATHRYN L	
Map Number : 2959-15-0-30014-000-0063		Address : 7326 PLUM DALE RD	
Situs : 7326 PLUM DALE RD		City ST. Zip : LA VISTA NE 68128-0000	
Legal : LOT 63 S & S'S HARVEST HILL		Property Name :	
Current Valuation	Assessment Data	Property Classification	
Land Value : 35,000	District/TIF Fund : 27142	Status : 01 - IMPROVED	
Impr. Value : 200,919	School Base : 127: 77-0027 PAPILLION-LAVISTA SCH	Use : 01 - SINGLE FAMILY	
OutBuildings :	Affiliated Code :	Zoning : 01 - SINGLE FAMILY	
Total value : 235,919	Neighborhood : LPS	Location : 01 - URBAN	
Exemptions : 235,919	Greenbelt Area :	City Size : 03 - 12,001 - 100,000	
Taxable Value :	Greenbelt Data :	Lot Size : 01 - <=10,000 SQ FT	
Sales History			
Data	Book/Page	Grantor	Grantee
Price	Adj Price		

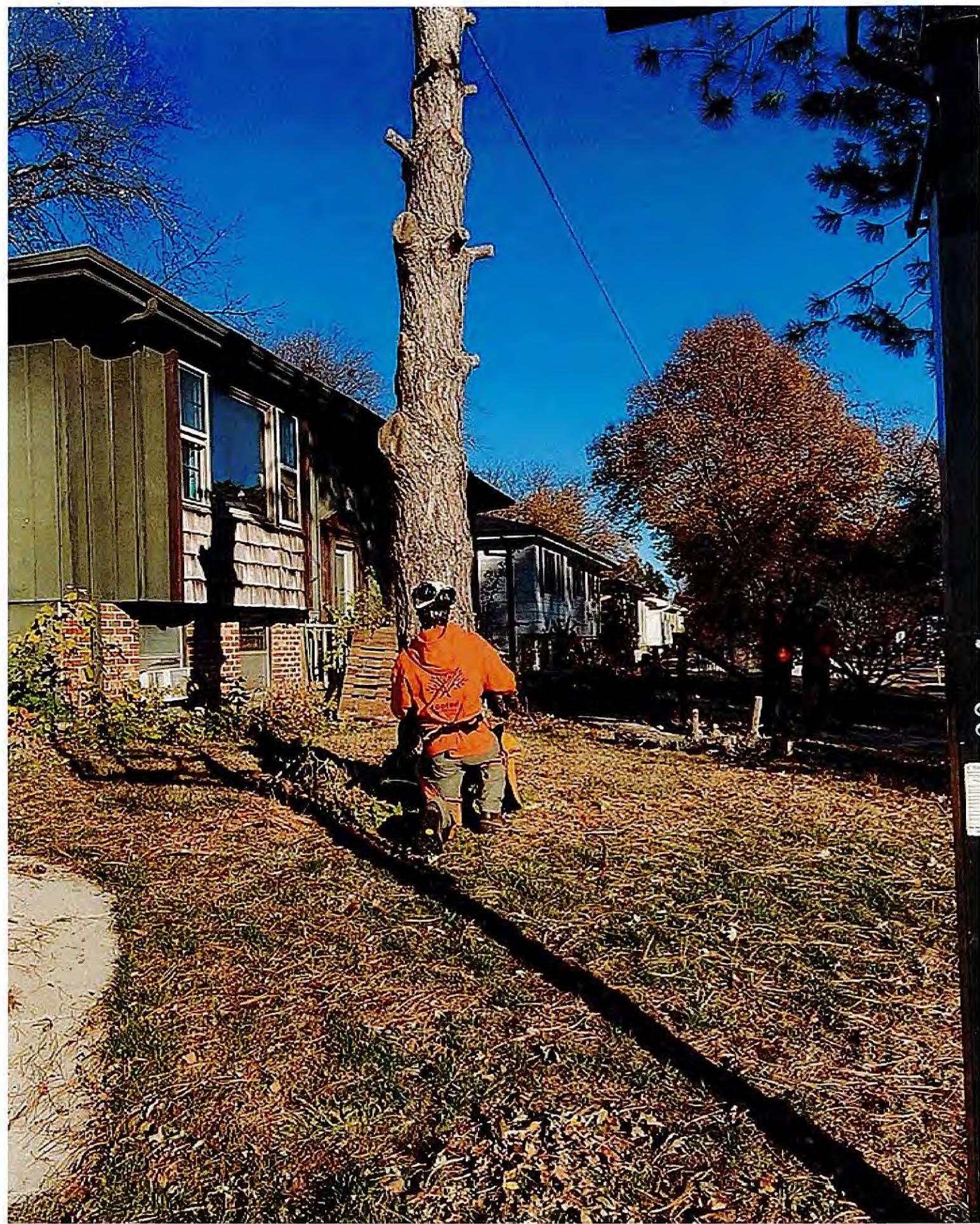
BOE Appeal History			Building Permits				
Appeal #	Year	Appealed By	Status	Permit #	Date	Description	Amount

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2024	BOE	1000		35,000	200,919	0	235,919	235,919
2024	ABSTRACT	1000		35,000	200,919	0	235,919	235,919
2023	CTL	1000		35,000	181,121	0	216,121	216,121
2023	BOE	1000		35,000	181,121	0	216,121	216,121
2023	ABSTRACT	1000		35,000	181,121	0	216,121	216,121

Historical Valuation Information							
Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2023	35,000	181,121		216,121	216,121		
2022	28,000	156,044		184,044	184,044		
2021	28,000	137,056		165,056	165,056		
2020	25,000	121,743		146,743	146,743		
2019	25,000	111,647		136,647	136,647		







INVOICE

Rooted Tree Specialists
P.O. Box 390873
Omaha, NE 68139

amy@rootedtreespecialist.com
+1 (402) 881-6442



Bill to

Mario Hatcher
City of La Vista

Ship to

Mario Hatcher
City of La Vista

Invoice details

Sales: Amy

Invoice no.: 2134

Terms: Net 15

Invoice date: 11/15/2024

Due date: 11/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Property: 7326 Plum Dale Dr La Vista, NE 68128			
2.		Removal	Pine tree: (southwest corner of yard) removal of dead tree, cut as low to the ground as possible *must have south neighbors driveway cleared* *please note, as with any removal, the grass will be disrupted*	1	\$650.00	\$650.00
					Total	\$650.00

Ways to pay

BANK

Note to customer

By accepting the estimate you also accept our Terms & Conditions found on the proposal. Estimates are valid for 30 days. All credit card transactions will incur a 3% processing fee. Invoices not paid in full after 15 days, will be subject to a 5% late fee every 15 days thereafter.

Pay invoice



December 3, 2024

Kathryn Kemp
7326 Plum Dale Rd
La Vista, NE 68128

Dear Kathryn Kemp;

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City Clerk

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402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

Other Violations Enforcement | EEN24-0696

Property Information

010503420	7326 PLUM DALE RD La Vista NE, 68128	Subdivision:	S AND S'S HARVEST HILL
		Lot:	Block:

Name Information

Owner:	KEMP/KATHRYN L	Phone:
Occupant:		Phone:
Filer:		Phone:

Enforcement Information

Date Filed:	07/22/2024	Date Closed:	Status: Open - Initial Violation Notice Issued
-------------	------------	--------------	--

Complaint:

7.22.2024: Dead tree in front yard. MH130

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Last Action Date: 08/23/2024 Last Inspection:

Last Action:

Certified Letter Sent

Date 7.21.2014 24-2089

Location 7326 Plum Dale Rd

Violation 94.07 & 92.21

Time to Comply 8.22.2014

Description 94.07- Dead limbs/branches &
92.21- Dead tree in front yard

Follow-up Officer

R

Date: 08-23-2024

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La Vista, NE 68128

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La Vista Police Department
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La Vista NE 68123

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7326 Plum Dale Rd
La Vista NE 68128



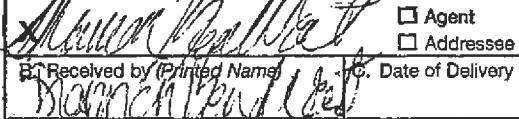
9590 9402 2314 6225 7013 59

2. Article Number (Transfer from service label)

7013 2250 0001 8089 9005

COMPLETE THIS SECTION ON DELIVERY

A. Signature



Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Priority Mail Express®
- Adult Signature
- Registered Mail™
- Adult Signature Restricted Delivery
- Registered Mail Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Return Receipt for Merchandise
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Signature Confirmation™
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**SARPY COUNTY ASSESSOR'S OFFICE**

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor, Printed on 11/15/2024 at 15:09

Parcel Information		Ownership Information	
Parcel Number : 010503420		Current Owner : KEMP/KATHRYN L	
Map Number : 2959-15-0-30014-000-0063		Address : 7326 PLUM DALE RD	
Stitus : 7326 PLUM DALE RD		City ST. Zip : LA VISTA NE 68128-0000	
Legal : LOT 63 S & S'S HARVEST HILL		Property Name :	
Current Valuation	Assessment Data	Property Classification	
Land Value : 35,000	District/TIF Fund : 27142	Status : 01 - IMPROVED	
Impr. Value : 200,919	School Base : 127: 77-0027 PAPILLION-LAVISTA SCH	Use : 01 - SINGLE FAMILY	
OutBuildings :	Affiliated Code :	Zoning : 01 - SINGLE FAMILY	
Total value : 235,919	Neighborhood : LPS	Location : 01 - URBAN	
Exemptions : 235,919	Greenbelt Area :	City Size : 03 - 12,001 - 100,000	
Taxable Value :	Greenbelt Date :	Lot Size : 01 - <=10,000 SQ FT	
Sales History			
Date	Book/Page	Grantor	Grantee
Price	Adj Price		

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

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2024	BOE	1000		35,000	200,919	0	235,919	235,919
2024	ABSTRACT	1000		35,000	200,919	0	235,919	235,919
2023	CTL	1000		35,000	181,121	0	216,121	216,121
2023	BOE	1000		35,000	181,121	0	216,121	216,121
2023	ABSTRACT	1000		35,000	181,121	0	216,121	216,121

Historical Valuation Information							
Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2023	35,000	181,121		216,121	216,121		
2022	28,000	156,044		184,044	184,044		
2021	28,000	137,056		165,056	165,056		
2020	25,000	121,743		146,743	146,743		
2019	25,000	111,647		136,647	136,647		



INVOICE

Rooted Tree Specialists
P.O. Box 390873
Omaha, NE 68139

amy@rootedtreespecialist.com
+1 (402) 881-6442



Bill to
Mario Hatcher
City of La Vista

Ship to
Mario Hatcher
City of La Vista

Invoice details
Sales: Amy
Invoice no.: 2142
Terms: Net 30
Invoice date: 11/25/2024
Due date: 12/25/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Property: 7326 Plum Dale Dr La Vista, NE 68128			
2.			BACK:			
3.		Emergency Services	Maple tree: remove broken limb over the shed and on north neighbors fence	1	\$1,495.00	\$1,495.00
						Total \$1,495.00

Ways to pay

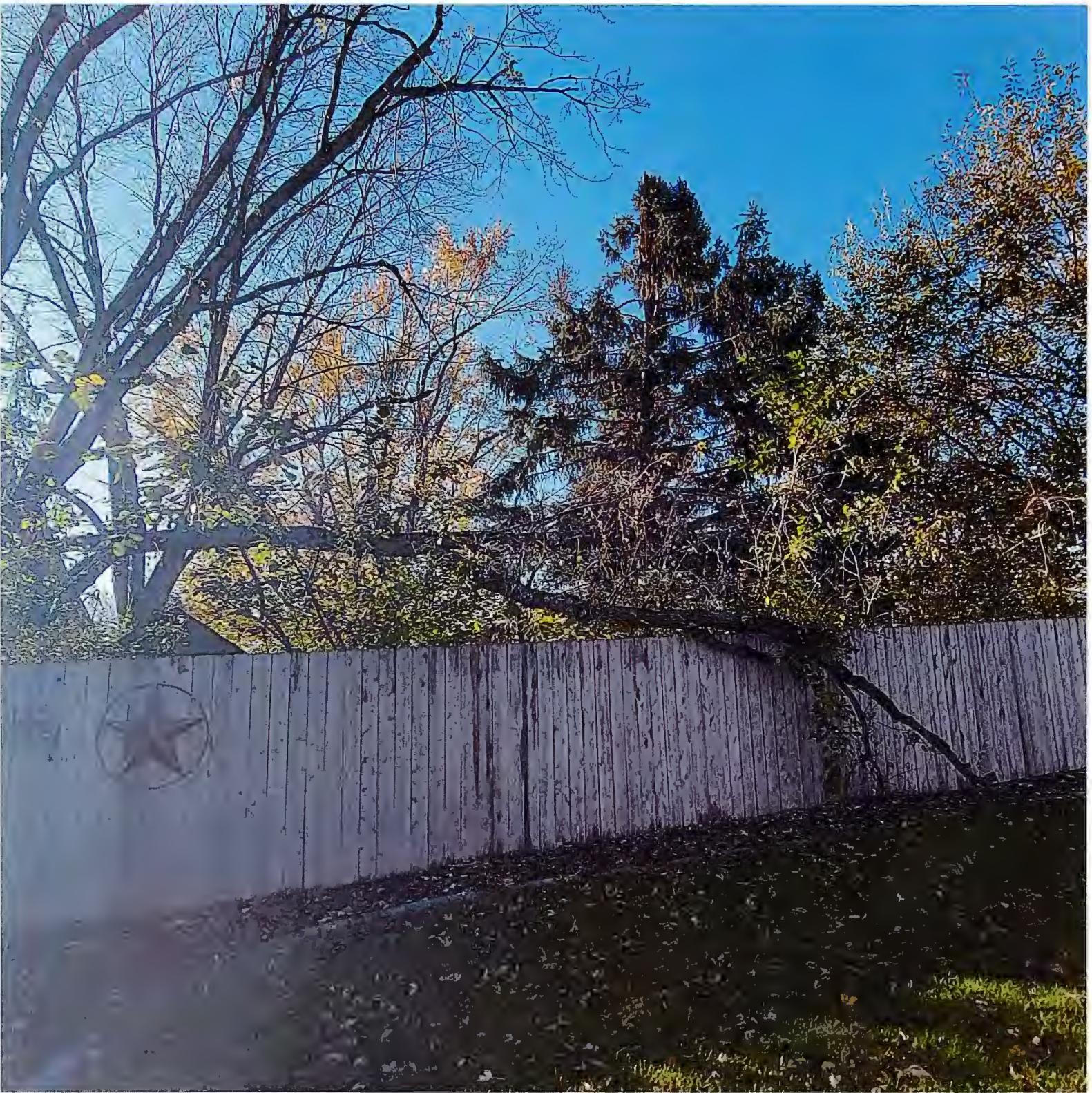
BANK

Note to customer

By accepting the estimate you also accept our Terms & Conditions found on the proposal. Estimates are valid for 30 days. All credit card transactions will incur a 3% processing fee. Invoices not paid in full after 15 days, will be subject to a 5% late fee every 15 days thereafter.

01.32.04101

Pay invoice







December 10, 2024

Kathryn Kemp/Shannon Kemp
7326 Plum Dale Rd
La Vista, NE 68128

Dear Kathryn Kemp/Shannon Kemp;

On December 10, 2024, we spoke on the phone regarding the property at 7326 Plum Dale Rd in La Vista, NE that was in violation of the City of La Vista's Municipal Code, Section 94.07 and 92.21. On November 15, 2024 and November 18, 2024 the City of La Vista hired Rooted Tree Specialists to correct these violations. The total cost of \$2,145.00 was incurred by the City for the tree removal.

Please remit \$357.50, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128 by or before January 13, 2025, with \$357.50 due each month February 13, 2025 through June 13, 2025. If \$357.50 is not received by or before January 13, 2025, the City Council will take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Patti Anderson
Deputy City Clerk

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F



May 16, 2025

Shannon Kemp
7326 Plum Dale Rd
La Vista, NE 68128

Dear Shannon Kemp:

On December 10, 2024, we spoke on the phone regarding the property at 7326 Plum Dale Rd in La Vista, NE that was in violation of the City of La Vista's Municipal Code, Section 94.07 and 92.21. You agreed to make a payment of \$357.50 per month starting on January 13, 2025 and last payment being made on June 13, 2025. On January 9, 2025, you made a payment of \$357.50. Your current balance owed is \$1,787.50.

Please remit \$1,787.50, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128 by or before May 28, 2025. If \$1,787.50 is not received by or before May 28, 2025, the City Council will take action on June 3, 2025 to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Patti Anderson
Deputy City Clerk

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

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8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 3, 2025 AGENDA**

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

SYNOPSIS

Amending the Master Fee Ordinance to include an occupation license fee for Class E Liquor License Holders.

FISCAL IMPACT

This ordinance would increase occupation tax revenue.

RECOMMENDATION

Approval.

BACKGROUND

On February 4, 2025, the City Council passed Ordinance No. 1534 authorizing the creation of entertainment districts and Resolution No. 25-029 creating La Vista City Centre Entertainment District No. 1. Under Neb. Rev. Stat. §53-123.17(7), the City may impose an occupation tax on the business of a Class E (“Entertainment District”) licensee. Setting the Class E Liquor License Holder occupation tax at \$600 is consistent with the occupation tax rate of two times the license fee, which is charged for the other license classes.

On March 18, 2025, City Council passed Ordinance No. 1545 setting the occupation tax for Class E Liquor License Holders. In a subsequent amendment to the Master Fee Ordinance, which was passed by City Council, the Class E occupation tax was not listed on the Ordinance. This amendment will reinstate the occupation tax at the same rate, two times the license fee, that was originally established.

ORDINANCE NO.1550

AN ORDINANCE TO AMEND ORDINANCE NO. 15331550, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

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

BUILDING & USE FEES

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

Building Permit

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

General	\$30 Base fee + see building fee schedule
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Commercial/Industrial	\$30 Base fee + see building fee schedule
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Plan Review Fee (collected at the time of permit application submittal)

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

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

Design Review (non-refundable)

Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)

Replacement Plan Review Fee

	\$100 + Request for records fees
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Engineer's Review

	\$500
--	-------

Building Re-Inspection Fee

	\$100
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Rental Inspection Program

License Fees:

Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit

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

Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

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

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

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

and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

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

Child Care Facilities:

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

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

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

Nursing Homes:

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

Fire Alarm Inspection:

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

Sprinkler Contractor Certificate:

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

Fuels Division:

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

Underground Storage Tanks (Title 159, Chapter 2)

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

GRADING PERMIT FEES

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

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

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

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

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

OCCUPATION TAXES

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

Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50
Home Occupation Conditional Use Permit – see Zoning Fees	

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

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of &75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75
Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$1.00/pawnbroker
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)	
Recreation businesses – indoor and outdoor	\$100
Restaurants and Drinking Places,	Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46

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

based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

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

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

Parking Structure No. 1	\$5/event
Parking Structure No. 2	\$5/event
City Centre Surface Parking Lot	\$20/event
Facility Rental Fee (Parking Structure No. 2 only)	
Daytime Event	\$500
(Ending by 6:00 p.m.)	
Evening Event	\$1,000
(Starting at/after 6:30 p.m.)	
 Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
 Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50 (In addition to Occ. License)
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	
 PUBLIC RECORDS	
Request for Records	\$15.00/Half Hour (after first 4 hours) + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD
*Copy costs shall be established by the Finance Director	
Unified Development Ordinance	\$100
Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (Digital)	\$10/CD
Criminal history	\$10

FALSE AND NUISANCE ALARMS

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

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

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

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

RESCUE SQUAD FEES

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency I	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Overdue Fees Books, Kits, Periodicals		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
Cake Pans/Telescope/Puzzles		
Playaway device/DVDs		\$ 1.00/day
Board Game, Puzzle not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
PLA filament		\$.10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Seasonal/Special Workshops		\$15.00
Makerspace Fees		
3D Printer		\$.10/gram
Laser Cutter		
1/8 inch	8x12	\$.50
1/8 inch	12x12	\$ 1.00
1/8 inch	12x16	\$ 1.25
1/4 inch	8x12	\$.75
1/4 inch	12x12	\$ 1.10
1/4 inch	12x16	\$ 1.50
Glassware		\$ 1.50
Cork Coaster		\$.35
White Chipboard Coasters		\$.35
Glass trivets/cutting boards		\$ 1.50
Small Bevel Mirrors		\$ 1.50
Heat Press & Mug Press		
Sublimation paper		\$ 1.00/sheet

Mugs	\$ 2.00
Ceramic Tiles	\$ 1.00
Bags	\$.75
Button Maker	
Pins (3 part)	\$.35
Magnets	\$.35
Bottle openers	\$.35
Mylar rings	\$.10

RECREATION FEES

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

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

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

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

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

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

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

Contractor	City
75%	25%

Contract Instructor Does Registration and Collects Fees

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

Parks			
Open Green Space	\$100/Event		

Resident*	Non-Resident	Business	Non-Profit
Park Shelters Hours	\$15/3 hours	\$25/3 hours	\$ 30/3 Hours

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

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

Youth Recreation Programs	Resident*	Non-Resident
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33

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

Special Services Van Fees	
Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way

Bus pass (each punch is worth \$1.00)	\$30.00
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Section 2. Sewer Fee Schedule.
§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
 - 1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.36 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$14.33 per month.
 - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$14.33 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$24.33. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
 - 2. The flow charge for all sewer service users shall be \$4.89 per hundred cubic feet (ccf).

Temporary additional flow charges*

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

Residential: additional flow charge of \$.26 per hundred cubic feet (ccf), resulting in a total residential flow charge during this period of \$5.15 per hundred cubic feet (ccf)

Commercial: additional flow charge of \$.23 per hundred cubic feet (ccf), resulting in a total commercial flow charge during this period of \$5.12 per hundred cubic feet (ccf)

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

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

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

Section 3.1 – City of Omaha - Stonybrook Outfall Sewer Shed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Repeal of Ordinance No.153350. Ordinance No. 153350 as originally approved on January 21May 20, 2025 and all ordinances in conflict herewith are hereby repealed.

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

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

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

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

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

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

PASSED AND APPROVED THIS 20TH3RD DAY OF MAYJUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1550, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

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

BUILDING & USE FEES

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

Building Permit

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

General	\$30 Base fee + see building fee schedule
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Commercial/Industrial	\$30 Base fee + see building fee schedule
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Plan Review Fee (collected at the time of permit application submittal)

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
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External Review of Plans by Qualified Consultants (as deemed necessary by Community Development and/or Public Works Departments - collected at the time of permit application submittal)	Actual Fee Incurred
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Design Review (non-refundable)

Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
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Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
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Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
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Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
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Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
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Replacement Plan Review Fee

	\$100 + Request for records fees
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Engineer's Review

	\$500
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Building Re-Inspection Fee

	\$100
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Rental Inspection Program

License Fees:

Multi-family Dwellings	\$6.00 per unit
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Single-family Dwellings	\$50.00 per property
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Duplex Dwellings	\$50.00 per unit
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Additional Administrative Processing Fee (late fee or no-show fee)	\$100.00
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	\$100.00 per unit
Re-inspection Fee (no show or additional follow up inspection)	\$100.00 per unit
Vacant Property Registration Fee	
	\$250 Original Registration Fee
	\$500 First Renewal
	\$1,000 Second Renewal
	\$2,000 Third Renewal
	\$2,500 Fourth Renewal
	\$2,500 Fifth and Subsequent Renewals
Penalty Fee (working without a permit)	3x Regular permit fee
Refund Policy	
	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Change of Occupancy Permit Fee	\$100
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Cell Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Cell Towers	\$5,000(min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/ Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)

Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence	
Also a \$5,000 Bond is required, naming the City as the recipient.	
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

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

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

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

and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

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

Child Care Facilities:

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

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

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

Nursing Homes:

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

Fire Alarm Inspection:

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

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

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

Underground Storage Tanks (Title 159, Chapter 2)

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

GRADING PERMIT FEES

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

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

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

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

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

OCCUPATION TAXES

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

Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50
Home Occupation Conditional Use Permit – see Zoning Fees	

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

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of &75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75
Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$1.00/pawnbroker
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)	
Recreation businesses – indoor and outdoor	\$100
Restaurants and Drinking Places,	Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46

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

based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

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

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

Parking Structure No. 1	\$5/event
Parking Structure No. 2	\$5/event
City Centre Surface Parking Lot	\$20/event
Facility Rental Fee (Parking Structure No. 2 only)	
Daytime Event	\$500
(Ending by 6:00 p.m.)	
Evening Event	\$1,000
(Starting at/after 6:30 p.m.)	

Parking Ticket Fees

If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)

Pawnbroker Permit Fees:

Initial	\$ 150
Annual Renewal	\$ 100

Pet Store License	\$ 50 (In addition to Occ. License)
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Public Assembly Permit (requires application and approval)	\$ 00
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Returned Check Fee (NSF)	\$ 35
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Storage of Explosive Materials Permit	\$ 100
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Towing/Impound Fee	\$ 30
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Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	

PUBLIC RECORDS

Request for Records	\$15.00/Half Hour (after first 4 hours) + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD

*Copy costs shall be established by the Finance Director

Unified Development Ordinance	\$100
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Comprehensive Plan	\$ 50
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Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
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Zoning Ordinance w/Map	\$ 30
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Subdivision Regulations	\$ 30
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Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2

Fire Report	\$ 5
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Police Report	\$ 5
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Police Photos (Digital)	\$10/CD
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Criminal history	\$10
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FALSE AND NUISANCE ALARMS

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

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

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

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

RESCUE SQUAD FEES

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency I	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Overdue Fees Books, Kits, Periodicals		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
Cake Pans/Telescope/Puzzles		
Playaway device/DVDs		\$ 1.00/day
Board Game, Puzzle not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
PLA filament		\$.10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Seasonal/Special Workshops		\$15.00
Makerspace Fees		
3D Printer		\$.10/gram
Laser Cutter		
1/8 inch	8x12	\$.50
1/8 inch	12x12	\$ 1.00
1/8 inch	12x16	\$ 1.25
1/4 inch	8x12	\$.75
1/4 inch	12x12	\$ 1.10
1/4 inch	12x16	\$ 1.50
Glassware		\$ 1.50
Cork Coaster		\$.35
White Chipboard Coasters		\$.35
Glass trivets/cutting boards		\$ 1.50
Small Bevel Mirrors		\$ 1.50
Heat Press & Mug Press		
Sublimation paper		\$ 1.00/sheet

Mugs	\$ 2.00
Ceramic Tiles	\$ 1.00
Bags	\$.75
Button Maker	
Pins (3 part)	\$.35
Magnets	\$.35
Bottle openers	\$.35
Mylar rings	\$.10

RECREATION FEES

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

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

Community Center

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Facility Rental				
Gym (1/2 Gym)	\$ 40/Hour	\$ 80/Hour	\$ 100/Hour	\$ 38/Hour
Gym (Full)	\$ 75/Hour	\$ 80/Hour	\$160/Hour	\$175/Hour
Whole Community Center	\$1000/Day \$800/Day		\$1500/Day	\$2000/Day
		\$500/Half Day	\$750/Half Day	\$1000/Half Day
			\$400/Half Day	
Game Room	\$ 22/Hour		\$ 44/Hour	\$ 22/Hour
Meeting Rooms (Rental)	\$ 15/Hour/Room 12/Hour/Room		\$ 25/Hour/Room	\$ 30/Hour
Kitchen (Rental)		\$ 30/Hour	\$ 35/Hour	\$ 19/Hour
Deposit (Refundable)		\$ 100/Whole Day Rental \$ 100/Whole Day Rental		
		\$ 100/Whole Day Rental	\$ 100/Whole Day Rental	

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

Facility Usage (Fitness Room, Gym, Drop-In, Programs, Open Gym)	<u>Resident</u>	<u>Non-Resident</u>
Daily Visit (19 and up)	\$ 3.00	\$ 4.00
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00

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

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

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

Contract Instructor Does Registration and Collects Fees

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

Parks			
Open Green Space	\$100/Event		

Resident*	Non-Resident	Business	Non-Profit
Park Shelters Hours	\$15/3 hours	\$25/3 hours	\$ 30/3 Hours

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

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

Youth Recreation Programs	Resident*	Non-Resident
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33

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

Special Services Van Fees	
Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way

Bus pass (each punch is worth \$1.00)	\$30.00
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Section 2. Sewer Fee Schedule.
§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
 1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - -\$13.36 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$14.33 per month.
 - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$14.33 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$24.33. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
 2. The flow charge for all sewer service users shall be \$4.89 per hundred cubic feet (ccf).

Temporary additional flow charges*

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

Residential: additional flow charge of \$.26 per hundred cubic feet (ccf), resulting in a total residential flow charge during this period of \$5.15 per hundred cubic feet (ccf)

Commercial: additional flow charge of \$.23 per hundred cubic feet (ccf), resulting in a total commercial flow charge during this period of \$5.12 per hundred cubic feet (ccf)

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

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

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

Section 3.1 – City of Omaha - Stonybrook Outfall Sewer Shed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Repeal of Ordinance No.1550. Ordinance No. 1550 as originally approved on May 20, 2025 and all ordinances in conflict herewith are hereby repealed.

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

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

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

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

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

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

Ordinance No.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 3, 2025 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – FINANCIAL AUDIT PREPARATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared approve a Professional Services Agreement with BerganKDV for an audit in accordance with Governmental Auditing Standards and Federal Single Audit, to grant the City Administrator of designee authority to negotiate a contract with BerganKDV in an amount not to exceed \$82,500.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The professional services of BerganKDV are necessary to prepare the FY25 audit financial reports for an audit in accordance with Governmental Auditing Standards and Federal Single Audits.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BERGANKDV TO PROVIDE SERVICES ASSOCIATED WITH THE PREPARATION OF THE AUDIT WORK PAPERS IN AN AMOUNT NOT TO EXCEED \$82,500.00.

WHEREAS, the City Council of the City of La Vista has determined that assistance in preparation for the city's audit is necessary; and

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

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$50,000.00;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve a professional services agreement with BerganKDV to provide professional services associated with preparation for the city's audit.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D Carl, CMC
City Clerk

Engagement Agreement

GOVERNMENTAL AUDIT WITH FEDERAL SINGLE AUDIT

Sent via electronic mail.

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Name	Address
City of La Vista	8116 Park View Boulevard La Vista, NE 68128-2198
Contact Name	Agreement Date
Kevin Pokorny	May 22, 2025
Contact Email	
kpokorny@cityoflavista.org	

SUMMARY OF ENGAGEMENT TERMS

Level of Service

Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book) and Federal Single Audit

Financial Statements

Governmental activities, business-type activities, each major fund, the aggregate remaining fund information, and notes to the financial statements.

Financial Reporting Framework

Accounting principles generally accepted in the United States of America

Reporting Period

As of and for the year ended 'September 30, 2025

Required Supplementary Information

Management's discussion and analysis, Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual (Budget Basis) - General Fund, Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual (Budget Basis) - Keno Fund, Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual (Budget Basis) - Police Academy Fund

Supplementary Information	
Combining and Individual Fund Financial Statements, Supplemental Schedules and Other Schedules	No opinion or assurance
Introductory Section and Statistical Section of the Annual Comprehensive Financial Report	N/A
Engagement Partner	
Timothy M. Lens	
Fees	
Our fees for these services will follow our standard billing and collection policy, which includes fees for our professional services, technology and processing charges and out-of-pocket expenses. Our fees will be \$74,000 for the audit of the financial statements and \$8,500 for the federal single audit, if needed. Additional procedures required due to testing errors and assistance with your implementation of new accounting and regulatory standards will be billed separately, and will be based in part upon the time required at our standard hourly rates, plus out-of-pocket expenses.	
Nonattest Services Performed by BerganKDV	
Assistance with the preparation of the City's financial statements and other professional services as requested.	
Nonattest Services Performed by Creative Planning*	
N/A	

* Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV practice under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV is an independent, separately governed and licensed CPA firm that provides audit and attest services to its clients. Creative Planning provides wealth management, tax, business consulting, financial, and other professional services to its clients. Creative Planning is not a licensed CPA firm. See alternative practice structure below for additional details.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is

required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The RSI as identified in the summary of engagement terms is required by GAAP and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information. We will read the other supplementary information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other supplementary information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- ◆ Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- ◆ Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our

responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We will identify significant risks of material misstatement as part of our audit planning. Audit planning and plan modifications continue throughout the course of the audit, as such, identified risks will include those identified and communicated to you previously, including during the prior year, modified for additional significant risks identified and prior risks no longer considered significant. These significant risks and modifications will be communicated to you throughout the audit process. A complete summary of significant risks identified will be included in our communications letter, required communications to those charged with governance.

Our audit of the financial statements does not relieve you of your responsibilities.

AUDIT PROCEDURES - INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during



the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS AND SINGLE AUDIT

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and

indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

OTHER MANAGEMENT RESPONSIBILITIES

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.



During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

ALTERNATIVE PRACTICE STRUCTURE

Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV operate under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV provides audit and attest services and is closely aligned with Creative Planning that provides other professional (nonattest) services. Pursuant to a services agreement with Creative Planning, BerganKDV leases professional and administrative staff, both of which are employed by Creative Planning, to support BerganKDV's performance of audit and attest engagements. The professional and administrative staff leased under the services agreement will be under the direct control and supervision of BerganKDV, which is solely responsible for the professional performance of audit and attest engagements.

As identified in the summary of engagement terms, Creative Planning, which is not a licensed CPA firm, may provide permitted nonattest services, which are not covered under this agreement. BerganKDV, Creative Planning, and its affiliates will share confidential client information with each other to assist in the performance of those services. Your acceptance and signing of this agreement are also your consent for BerganKDV, Creative Planning, and its affiliates to share your information to provide you those services.

OTHER SERVICES

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

BerganKDV and/or Creative Planning may provide other nonattest services, as identified in the summary of engagement terms. These services may not be fully covered under this agreement and may be billed separately under other agreements with you.

You may request that BerganKDV and Creative Planning perform additional services not contemplated by this agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. BerganKDV or Creative Planning also may issue a



separate agreement covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could potentially impair our independence.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, BerganKDV and Creative Planning will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the nonattest services, as identified in the summary of engagement terms, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonattest services provided by BerganKDV and Creative Planning. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

To ensure our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any BerganKDV and Creative Planning personnel.

REPORTING

We will issue written reports upon completion of our Single Audit. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal



control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

FEES

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or disruptions in providing our services. If significant additional time is necessary, our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting or other regulatory standards, significant audit adjustments, internal control deficiencies or compliance findings, inaccurate accounting records, significant events or transactions resulting in expanded scope of work, unanticipated significant audit risks, staff turnover, or instances of fraud will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

AUDIT DOCUMENTATION

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government



Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

MANAGEMENT WRITTEN REPRESENTATIONS

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report can be downloaded from our website at www.creativeplanning.com/client-login/ or will be provided in alternate formats upon request.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The parties agree that this Engagement Letter/Agreement incorporates the **Professional Services Terms and Conditions** (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and BerganKDV. By signing this Engagement Letter/Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.



The undersigned represent and warrant they are authorized signers for their respective organizations.

Executed by BerganKDV:

Timothy M. Lens

Acknowledged and Accepted by:

Title:

Shareholder

Title:

PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (the “Professional Services Terms and Conditions” or “T&C”) are made part of the Engagement Letter (the “Engagement Letter”) entered into by the individual or entity client identified therein (hereinafter “Client”) and the BerganKDV identified therein (hereinafter “Service Provider”) (collectively, the Professional Services Terms and Conditions and the Engagement Letter, the “Agreement”). In the event of a conflict between these Terms and Conditions and the Engagement Letter, these Terms and Conditions shall control, unless the Engagement Letter makes specific reference to the section of this Professional Services Agreement that it intends to supersede. All capitalized terms not defined herein shall have the meaning as defined in the Engagement Letter.

1. Definitions. In addition to the terms defined elsewhere in this Professional Services Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

“Affiliate” or “Affiliates” means any company, corporation, or limited liability company that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

“Client Materials” means any and all physical or electronic materials, information, data, dates, formulas, financial statements, records, Client’s Confidential Information, and any other information related to Client that Client provides to, or otherwise makes available to, Service Provider in the course of providing the Services to Client hereunder this Agreement.

“Confidential Information” shall collectively refer to: (1) all information or materials concerning any aspect of the business or affairs of the disclosing party that in any form, which is confidential, proprietary, or otherwise not generally available to the public, including without limitation the disclosing Party’s business or financial information and plans, documents, works in progress, work processes, trade secrets, customer information, and all other secret or confidential matter related to the disclosing Party’s business or projects and/or their Affiliates; and (2) any other information that disclosing Party designates as confidential, or which, under the circumstances of disclosure, the receiving Party reasonably knows should be treated as confidential.

“Force Majeure Event” means any event or circumstance beyond the control of a Party, including: (1) acts of God; (2) fire, flood, or explosion; (3) war, invasion, acts of terrorism, or other civil disorder; (4) national or regional emergency; (5) epidemics, outbreaks, pandemics (including, without limitation COVID-19); or (6) the operation of the Internet, interruption or failure of telecommunication or digital transmission links, and Internet slow-downs or failures.

“Intellectual Property Rights” means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

“Party” and “Parties” means either or both of the Service Provider and the Client.

“Report” means any physical or electronic document or output that Service Provider creates in providing the Services to Client, including but not limited to, reports, related work product, materials, presentations, and related communications (written or otherwise).

“Representatives” means a Party’s officers, directors, agents, advisors, employees and contractors.

“Services” means the work product and services to be provided by Service Provider pursuant to this Agreement and the Engagement Letter.

“Service Provider Materials” means: (1) any of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third-party code; (2) any modifications to Service Provider’s pre-existing software produced on behalf of Client; (3) works or materials created and developed by Service Provider prior to or independently of the Services; and (4) residual knowledge and know-how of general applicability resulting from performance of the Services.

“Third-Party Software Provider” means any third party that provides software, software as a service, or other platform or software related products and services that Service Provider engages to assist with the performance of the Services.

2. Services.

2.1. Services and Additional Services. The Services to be performed by Service Provider for Client are set forth in the Engagement Letter. If any time Client requests that Service Provider perform additional services outside the scope of the Services (“Additional Services”) and Service Provider agrees to perform the work but Service Provider and Client do not enter into a separate Engagement Letter setting forth the Additional Services, then Client agrees to pay Service Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-

PROFESSIONAL SERVICES TERMS AND CONDITIONS

pocket expenses, the Additional Services will be subject to the terms and conditions of this Professional Services Agreement, and all references to the term "Services" in this Professional Services Agreement shall be construed to mean the Services and the Additional Services. Service Provider, in its sole professional judgment, reserves the right to refuse to perform any Services or take any action that could be construed as assuming Client's responsibilities as set forth herein.

2.2. Third-Party Software Providers. Client acknowledges and agrees that such Services may be performed by Service Provider, or any of its Affiliates, or Third-Party Software Providers. Client acknowledges and agrees that Service Provider may enter into contracts or licenses with such Third-Party Software Provider and Service Provider shall have the right to enter into, amend, terminate, or modify any such contract or license with any Third-Party Software Provider at any time in its sole discretion and without the consent of or notification to Client. If applicable to Client's Services, Client may need to agree to Third-Party Software Providers' terms and conditions or other contractual agreements in order to use Third-Party Software Providers' services.

2.3. Quality Inputs. Notwithstanding anything herein to the contrary, Client agrees and acknowledges that the quality of the Services and any Reports is reliant on the accuracy, reliability, availability, and validity of the Client Materials provided by Client to Service Provider and Service Provider makes no representation or warranty with respect to issues with the Services that result from or are based on issues with accuracy, reliability, availability or validity of the Client Materials. Client hereby agrees that it will immediately notify Service Provider when it becomes aware of issues with the accuracy, reliability, availability, and validity of the Client Materials provided to Service Provider and Client assumes all risk, loss, and damages that arise therefrom, including, but not limited to any costs associated with redoing the Services and any Reports.

3. Payment for Services.

3.1. Service Fees and Payment Terms. Client agrees to pay the fees for the Services as set forth in the Engagement Letter and in these Professional Services Terms & Conditions. Any amounts owed by Client hereunder will be invoiced monthly and all payments shall be due within thirty (30) days of Client's receipt of the applicable invoice, unless stated to the contrary in the Engagement Letter. Client may not offset, defer or deduct any invoiced amounts. If Client objects to any invoiced amount, Client must promptly notify Service Provider in writing (but in no event more than thirty (30) days of the invoice date) and provide a detailed summary of all objections. Client hereby waives any objections to any invoice if timely objections are not made. If Client objects to any invoice, Client shall promptly pay all undisputed amounts and work with Service Provider in good faith to attempt to resolve any disputes.

3.2. Prepayments. Service Provider shall have the right to require Client to prepay up to fifty percent (50%) of the anticipated fees for the Services prior to any Services being provided to Client. If Service Provider determines in its sole discretion that the total cost for providing the Services cannot be reasonably determined at the outset, then Service Provider shall have the right to require Client pay a prepayment to Service Provider in an amount reasonably determined by Service Provider prior to Service Provider providing the Services.

3.3. Interest on Past Due Amounts. If any invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of such invoice. For any amounts that are disputed in good faith, Client may still be liable for the interest if such amounts are later found to be rightfully due and owing. Alternatively, for any disputed amounts that are made in good faith, Client can pay such amounts into a mutually agreeable interest-bearing escrow account, in which case Client will not be obligated to pay such interest provided it cooperates in good faith with Service Provider to promptly resolve the dispute.

3.4. Certain Remedies for Nonpayment. If an undisputed invoice is not paid when due, Client shall pay Service Provider a service charge accruing from the due date in the amount of one and half percent (1.5%) per month or the highest lawful rate, whichever is less, on the unpaid balance of such invoice. If Client fails to pay to Service Provider, within ten (10) days after Service Provider makes written demand for any past-due amount payable under the Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may seek collection from Client of unpaid amounts due and shall be entitled to all of its attorneys' fees, costs of court and other costs of collection regardless if formal litigation is commenced. Service Provider is also entitled to accelerate and demand full payment of any future amounts due under the Engagement Letter. Service Provider may, in its sole discretion, decide to suspend Client's access to the Services, including any Services provided by a Third-Party Software Provider, until all past due amounts are paid in full. Any withholding of Services or support due to a failure by Client to pay amounts due does not relieve Client from its contractual obligation to pay for the Services during the time the Services and/or support are withheld. If Client makes full payment and restores its account to good standing and the Agreement has not otherwise been terminated, then Service Provider may resume Services. Notwithstanding any term to the contrary herein, Client acknowledges and agrees that Service Provider shall not be liable for any damages that Client incurs resulting from Service Provider's suspension of Services until all amounts due are paid in full to Service Provider.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

3.5. Taxes. All of Service Provider's invoiced amounts are exclusive of any taxes. Client is responsible for and shall pay all sales, use, excise, personal property or other taxes, whether federal, state or local, however designated, levied or imposed on any Services or invoiced amounts. Income, franchise or similar taxes related to Service Provider's earnings or business entity are Service Provider's responsibility.

4. Term of Agreement.

4.1. Term and Termination. The term of this Agreement shall commence on the Effective Date of the Engagement Letter and shall continue until terminated as provided herein. This Agreement may be terminated pursuant to the following: (1) either Party may terminate the Agreement for convenience by giving the other Party ninety (90) days' prior written notice; or (2) either party may terminate this Agreement "for cause" if the other party is in breach of any material term of this Agreement and does not cure the breach within thirty (30) days after receipt of the written notice of the alleged breach. Should such termination occur while Client still has Services remaining on any applicable agreement, except in situations where Client has terminated this Agreement for cause, then all of those amounts due presently and during the remainder of the Services term shall be immediately due and payable upon the effective termination of this Agreement.

4.2. Enforceability Post-Termination; Survival. Upon the termination of this Agreement, Service Provider has no further responsibility to provide Services. Client's obligation to pay Service Provider shall survive termination until all amounts due and owing to Service Provider are fully paid and Client shall be obligated to pay Service Provider for any fees or expense on a proportional basis for Services performed up to and including the Effective Date. Any provisions of this Agreement that by their terms require performance or have application to events following termination shall survive and remain in full force and effect.

4.3. Procedures Upon Termination. Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms. Both parties shall return any and all Confidential Information, reports, materials, or other service-related items as required by this Agreement in a timely manner. Both Parties are not obligated to delete data that is solely on their backup systems, provided that should the backup system's data that includes Confidential Information be restored to the primary system where the data is more readily accessible, then the Parties will at that time have the obligation to delete the Confidential Information.

5. Confidentiality, Certain Restrictive Covenants, and Intellectual Property.

5.1. Confidentiality Obligations. The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information and protect such Confidential Information with the same degree of care that it applies to the receiving Party's own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. The disclosing Party's Confidential Information shall be used by the receiving Party solely for the purpose of rendering or obtaining Services (as applicable) pursuant to this Agreement and, except as permitted herein, shall not be disclosed to any third party without the prior consent of the disclosing Party. Notwithstanding the foregoing, Client acknowledges that Service Provider may share Client's Confidential Information with those of its Representatives, Affiliates and any Third-Party Software Providers that have a need to know in order to assist with the performance of the Services and who agree to maintain the Client's Confidential Information on the same or similar terms as set forth herein. Client acknowledges that it may be asked by certain Third-Party Software Providers to consent to the sharing of Client's Confidential Information in connection with the Services, and Client agrees to consent to such requests from Third-Party Software Providers. This Agreement shall be deemed Confidential Information.

5.2. Exceptions. The restrictions on Confidential Information in this Section 5 shall not apply to information: (1) generally available to the public through no act or omission of the receiving Party, its Representatives, or its Affiliates; (2) independently developed or acquired by the receiving Party without use or reference to the disclosing Party's Confidential Information; (3) approved for release in writing by the disclosing Party; (4) that is received without restriction from another person or organizations lawfully in possession of such information and entitled to provide such information to the receiving Party; or (5) information that was rightfully in the possession of the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party. Additionally, either Party may use or disclose the other Party's Confidential Information if required by any request or order of any applicable government or regulatory authority, or otherwise as required by applicable law. Before disclosing the disclosing Party's Confidential Information for such purpose, the receiving Party must provide prompt written notice to the disclosing Party of the circumstances requiring disclosure of such Confidential Information, and the Parties shall cooperate with each other, at the disclosing Party's expense, to obtain protection for the confidentiality thereof to the extent available, to contest and avoid such disclosure, to obtain any other appropriate remedy, or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives

PROFESSIONAL SERVICES TERMS AND CONDITIONS

compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of Confidential Information which is legally required.

5.3. HIPAA. If applicable, notwithstanding anything herein to the contrary, to the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") applies to Client, Client acknowledges and agrees that: (1) Client retains all responsibility for being compliant with the applicable provisions of HIPAA that may apply to the Client Materials provided by Client pursuant to the Services; and (2) Service Provider makes no representation or warranty herein regarding its compliance with any applicable HIPAA laws and regulations in connection with the Services.

6. Warranties.

6.1. Representations and Warranties. Each Party represents, warrants and covenants to the other that: (1) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (2) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound; and (3) it shall comply with all material laws, rules and regulations applicable to its activities in connection with this Agreement. Client further represents, warrants, and covenants that: (1) the Client Materials are original to Client or Client has obtained the necessary rights to provide the Client Materials to Service Provider and use the Client Materials in connection with the Services; and (2) the Client Materials as provided to Service Provider are accurate, reliability, availability, and valid for the performance of the Services.

6.2. All Obligations Set Forth in This Agreement; Limitation. SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS AND/OR SERVICE UNAVAILABILITY OF ANY KIND, REGARDLESS OF CAUSE, EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST SERVICE PROVIDER FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM AVAILABILITY OF THE SERVICES, USE OF THE SERVICES OR FROM ANY LOSS OR CORRUPTION OF CLIENT MATERIALS SOFTWARE, OR HARDWARE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.3. OTHER WARRANTY DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES ON THE SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR OF ANY RESULTS TO BE ACHIEVED. UNLESS NOTED EXPLICITLY OTHERWISE HEREIN, ALL SERVICES ARE PROVIDED AS-IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, ANY SERVICES THAT ARE CONTINGENT ON OR PROVIDED BY A THIRD-PARTY SOFTWARE PROVIDER CARRY NO WARRANTY OF ANY KIND BY SERVICE PROVIDER. CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH THIRD-PARTY SOFTWARE PROVIDER FOR ANY AND ALL LIABILITY. THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

7. Limitation of Liability and Indemnification.

7.1. LIMITATION ON DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE MAXIMUM AGGREGATE AMOUNT THAT CLIENT CAN COLLECT FROM SERVICE PROVIDER OR ITS AFFILIATES FOR ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE UNDER THE LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID FOR THE SPECIFIC SERVICE AT ISSUE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT OVER THE PAST TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE.

7.2. WAIVER OF CERTAIN DAMAGES. UNLESS SPECIFIED EXPLICITLY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER ARISING IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS PARAGRAPH IS ENTITLED TO LIMIT OR WAIVE THE AMOUNTS DUE FROM CLIENT TO SERVICE PROVIDER.

7.3. MUTUAL INDEMNIFICATION. Each Party ("Indemnifying Party") will defend, indemnify, and hold harmless the other Party and its Affiliates, and any of their Representatives ("Indemnified Party"), from and against any and all losses, claims, actions, proceedings, and suits, and all related liabilities, damages, judgements, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other actual litigation related expenses) (collectively "Losses") incurred by the Indemnified Party, arising out of or relating to: (1) any breach or alleged breach of the Indemnifying Party's representations and warranties; (2) any damage or loss caused by negligence, fraud, dishonesty, or willful misconduct by the Indemnifying Party or any of its Representatives; (3) unauthorized disclosure of confidential information by the Indemnifying Party; (4) claims against the indemnified party by a third party for infringement upon Intellectual Property Rights; and (5) any other violation of this Agreement by the Indemnifying Party. Notwithstanding anything to the contrary contained in this Agreement, in no event will the Indemnifying Party be liable for any amount attributable to the Indemnified Party's gross negligence, willful misconduct, or breach of this Agreement.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

8. Miscellaneous.

8.1. Non-solicitation of Employees. During the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason, Client shall not, directly or indirectly, hire, offer to hire, entice away, solicit, or in any other way persuade or attempt to persuade any Representative to discontinue their relationship with Service Provider. If Client violates this provision, Client shall pay Service Provider an amount equal to the Representatives total annualized compensation, including wages, bonuses and the cost of all benefits, if any, that Service Provider paid or was payable to the Representative during the one (1) year period prior to Client soliciting the Representative as well as the forecasted or actual total annualized compensation that Client will pay or did pay to Representative after the solicitation occurred.

8.2. Notification. All notices, requests, demands and other communications which are required or may be given under the Agreement will be in writing and will be deemed to have been duly given, or otherwise properly received: (1) when actually received if personally delivered; (2) when transmitted by confirmed facsimile, electronic or digital transmission method; (3) the day after it is sent, if sent for next day delivery to a domestic United States address by recognized overnight delivery service (e.g., Federal Express); and (4) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent pursuant to the addresses and notice information for each Party set forth in the Engagement Letter, provided, however, that any Party may change such Party's notice information by written notice to the other Party in the manner set forth above.

8.3. Force Majeure. Except for any payment obligations, which shall remain due and payable in accordance with the provisions of this Agreement, either Party shall be excused from delays in performing, or from its failure to perform, its obligations pursuant to this Agreement if such delays or failures result from a Force Majeure Event. In order to be excused from delay or failure to perform due to a Force Majeure Event, a Party must provide prompt written notice to the other Party reasonably identifying the Force Majeure Event and use commercially reasonable efforts to resume performance to the extent possible. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement. Notwithstanding any term to the contrary herein this Agreement, Client's sole and exclusive remedy for any such termination shall be a refund of the pro-rata portion of any pre-paid Service fees.

8.4. No Agency. Service Provider is acting solely as an independent contractor in rendering Services under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect. Service Provider is neither the employer nor an employee of Client.

8.5. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

8.6. Waiver. No waiver or breach of any provision of this Agreement shall be effective unless made in writing nor shall such waiver or breach operate as, or be construed to be, a continuing waiver of such provision or breach.

8.7. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of law provisions. Subject to the alternative dispute resolution process described in section 8.8, any disputes between the Parties in connection with this Agreement shall be exclusively brought only in a court of competent jurisdiction located in either: (1) the county in which the Service Provider's office sits that is providing the majority of the Services to the Client under this Agreement; or (2) if subsection (1) is inapplicable for any reason, then in Johnson County, in the State of Kansas. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT.

8.8. Alternative Dispute Resolution – Mediation & Arbitration. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt to settle the dispute by mediation that will be administered by a neutral party, using mediation procedures, both of which have been agreed upon by both Parties before resorting to arbitration. Where mediation fails to produce a binding resolution between the Parties, any continued dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual final and binding arbitration in the proper location determined by section 8.7 of these Terms. Except as otherwise provided in this section or mutually agreed upon by the Parties, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. All aspects of the mediation and arbitration, including any final and binding award issued by the arbitrator, shall be strictly confidential. Judgment on the final and binding award issued by the arbitrator may be entered in a court described in section 8.7. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

8.9. Time Period for Claims. The Parties acknowledge that the nature of the Services makes it inherently difficult, with the passage of time, to present evidence in an arbitration that fully and fairly establishes the facts underlying any

PROFESSIONAL SERVICES TERMS AND CONDITIONS

dispute that may arise between us. The Parties agree that notwithstanding any applicable statute of limitation that might otherwise apply to a claim or dispute between the Parties, including one arising out of this Agreement or the Services, any arbitration permitted under the Agreement (except related to the collection of sums due from Client) must be commenced within twelve (12) months after the date of delivery of any Report arising from the Services or if no Reports are delivered in connection with the Services, within twelve (12) months after the date of delivery of the Services. This twelve (12) month period applies and begins to run on the date of each report delivered by Service Provider, even if Service Provider continues to perform Services after such date, and even if neither Party has become aware of the existence of a claim or the basis for a possible claim. In the event a dispute within the last sixty (60) days of the twelve (12) month period, the period of limitation to commence a lawsuit shall be extended by up to sixty (60) days, to allow the Parties to conduct nonbinding mediation pursuant to Section 8.8.

8.10. Attorneys' Fees. The Party who substantially prevails in enforcing this Agreement shall be entitled to all of its reasonable attorneys' fees, expert witness fees, investigation costs, and court and appeal costs regardless of if a formal lawsuit is commenced. This provision shall remain in force for costs associated with section 8.8 unless the parties agree to allocate costs subject to a separate agreement.

8.11. Fees for Client Disputes with Third Parties. Except for disputes arising between the Parties, in the event Service Provider or any of its Affiliates are called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing, investigation, trial, appeal, or proceeding regarding information or communications that Client has provided to Service Provider, any documents and materials prepared by Service Provider in accordance with the terms of this Agreement, or any knowledge the Service Provider has related to Client, Client shall pay any and all expenses, including fees and costs for Service Provider's time, at Service Provider's rates then in effect, as well as any legal or other fees that Service Provider incurs as a result of such appearance or production of documents.

8.12. Subpoenas and Legal Proceedings. If Service Provider receives a subpoena related to Client, the Services Service Provider performed for Client, or if Service Provider otherwise must engage in any legal proceeding relating to Client or its acts or omissions, Client agrees to reimburse Service Provider for its costs associated with the same (including reasonable attorneys' fees), along with the value of the time its staff incurs in responding to the subpoena and participating in the legal proceeding calculated at the respective staff members' standard billable rate. Client shall pay all such amounts within ten (10) days of written demand.

8.13. Reproductions of Materials. Any publication or other reproduction of any Report prepared by Service Provider as part of the Services shall reference Service Provider's name and logo as original prepared and provided to Client. Client agrees to provide Service Provider with printers' proofs or master of such publication or reproduction of a Report for Service Provider's review and approval before it is printed and before it is distributed.

8.14. Electronic Signatures; Electronic Disclosures. The Parties agree that this Agreement and any other documents delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same legal validity and enforceability as handwritten signatures to the fullest extent permitted by applicable law. Client hereby authorizes Service Provider and Third-Party Software Providers to deliver to Client electronically formatted data and information, including financial statements, drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from Service Providers files.

8.15. Counterparts. This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

8.16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties in relation to the Services provided hereunder and supersedes all prior written or oral communications and representations only with respect to the Services provided hereunder in this Agreement.

8.17. Severability. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

8.18. Equitable Relief. Each Party acknowledges that its breach of Section 5 (**Confidentiality, Certain Restrictive Covenants, and Intellectual Property**) or Section 8.1 (**Non-solicitation of Employees**) will cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, in addition to any other rights and remedies available to such Party, a Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of the terms of Section 5 or Section 8.1 by the other Party.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 3, 2025 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDERS NO. 1 AND NO. 2 – CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to approve Change Orders No.1 and No. 2 to the contract with Valley Corporation, Valley, Nebraska to provide for additional items of work in relation to the installation of road and pedestrian lighting within Central Park resulting in an increased amount of \$5,721.65 and a total contract amount not to exceed \$612,715.90.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

A contract with Valley Construction was approved on May 21, 2024 for the installation of road and pedestrian lighting within Central Park. During construction, it was determined that additional protection was needed for light poles in the Central Park Clubhouse parking lot. Change Order No. 1 provides funding for raised concrete bases to protect the poles.

Change Order No. 1 increases the contract amount by \$1,587.10 for a revised total contract amount of \$608,581.35.

The second change order is related to the impact of damage done to the pole bases by thieves during the construction project.

Change Order No. 2 increases the contract amount by \$4,134.55 for a revised total contract amount of \$612,715.90.

The following Agenda Item is for the Final Pay Application for the project, which is contingent upon the approval of the change orders.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH VALLEY CONSTRUCTION FOR THE CENTRAL PARK PHASE 3: CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING PROJECT FOR ADDITIONAL ITEMS OF WORK RESULTING IN AN INCREASED AMOUNT OF \$1,587.10, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$608,581.35.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska, have determined that the Central Park Phase 3: Central Park Road and Pedestrian Lighting project is necessary; and

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

WHEREAS, the contract amount will increase by \$1,587.10 for a contract total of \$608,581.35 with change order number 1;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Change Order No.1 to the contract with Valley Construction Inc for the Central Park Phase 3: Central Park Road and Pedestrian Lighting project to provide for additional items of work resulting in an increased amount of \$1,587.10, for a total contract amount not to exceed \$608,581.35.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH VALLEY CONSTRUCTION FOR THE CENTRAL PARK PHASE 3: CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING PROJECT FOR ADDITIONAL ITEMS OF WORK RESULTING IN AN INCREASED AMOUNT OF \$4,134.55, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$612,715.90.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska, have determined that the Central Park Phase 3: Central Park Road and Pedestrian Lighting project is necessary; and

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

WHEREAS, the contract amount will increase by \$4,134.55 for a contract total of \$612,715.90 with change order number 2;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Change Order No. 2 to the contract with Valley Construction Inc for the Central Park Phase 3: Central Park Road and Pedestrian Lighting project to provide for additional items of work resulting in an increased amount of \$4,134.55, for a total contract amount not to exceed \$612,715.90.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6501-005

APPLICATION DATE: 05/06/25

PERIOD TO: 3/1 - 4/31

PROJECT NO: 6501

ITEM NO.	DESCRIPTION OF WORK	C	D	E	F	G	H	I	J	K	L	M	N	O
		Contracted Values			Previous Application		Current Application		Completed to Date		Stored Materials	Remaining		Retained
		UOM	Est. Quantity	Unit Price	Contract Value	Quantity	Extended Value	Quantity	Extended Value	Quantity	Extended Value	Quantity	Extended Value	10%
1	Selective Demolition, direct-bury wire (UG conduit)	LF	900	\$ 5.24	\$ 4,716.00	100	\$ 524.00		\$ -	100	\$ 524.00	800	\$ 4,102.00	\$ 52.40
2	Selective Demolition, wood pole, 25' high	EACH	2	\$ 1,179.42	\$ 2,358.84	2	\$ 2,358.84		\$ -	2	\$ 2,358.84	0	\$ -	\$ 235.88
3	Selective Demolition	CLF	1	\$ 1,179.42	\$ 1,179.42	1	\$ 1,179.42		\$ -	1	\$ 1,179.42	0	\$ -	\$ 117.94
4	Lighting Circuits - Wire, Copper, Stranded, 600 Volt, #10, Type THWN, Normal Installation Conditions in Conduit	CLF	207	\$ 105.38	\$ 21,813.66	207	\$ 21,813.66		\$ -	207	\$ 21,813.66	0	\$ -	\$ 2,191.37
5	Lighting Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	CLF	110	\$ 135.52	\$ 14,907.20	110	\$ 14,907.20		\$ -	110	\$ 14,907.20	0	\$ -	\$ 1,490.72
6	Receptacle Circuits - Wire, copper, stranded, 600 volt, #12, type THWN, normal installation conditions in conduit	CLF	18	\$ 92.28	\$ 1,661.04	18	\$ 1,661.04		\$ -	18	\$ 1,661.04	0	\$ -	\$ 166.10
7	Receptacle Circuits - Wire, Copper, Stranded, 600 Volt, #10, Type THWN, Normal Installation Conditions in Conduit	CLF	70	\$ 105.38	\$ 7,376.60	70	\$ 7,376.60		\$ -	70	\$ 7,376.60	0	\$ -	\$ 737.66
8	Receptacle Circuits - Wire, copper, stranded, 600 volt, #8, type THWN, normal installation conditions in conduit	CLF	88	\$ 135.52	\$ 11,925.76	88	\$ 11,925.76		\$ -	88	\$ 11,925.76	0	\$ -	\$ 1,192.56
9	Receptacle Circuits - Wire, Copper, Stranded, 600 Volt, #8, Type THWN, Normal Installation Conditions in Conduit	CLF	98	\$ 168.29	\$ 16,492.42	98	\$ 16,492.42		\$ -	98	\$ 16,492.42	0	\$ -	\$ 1,649.24
10	Lighting Circuits - PVC conduit, Sch. 40, 1/2" diameter including terminations, fittings	CLF	157	\$ 56.09	\$ 8,912.03	157	\$ 8,912.03		\$ -	157	\$ 8,912.03	0	\$ -	\$ 812.03
11	Receptacle Circuits - PVC conduit, Sch. 40, 1/2" diameter including terminations, fittings	CLF	137	\$ 86.56	\$ 12,132.72	137	\$ 12,132.72		\$ -	137	\$ 12,132.72	0	\$ -	\$ 1,213.27
12	Pull Boxes, Composite, Weatherproof, Type NEMA 3R	EACH	70	\$ 1,313.83	\$ 91,968.10	70	\$ 91,968.10		\$ -	70	\$ 91,968.10	0	\$ -	\$ 9,196.81
13	Lighting Circuits - Ground wire, copper, bare, solid, #8	CLF	158.5	\$ 126.80	\$ 20,097.80	158.5	\$ 20,097.80		\$ -	158.5	\$ 20,097.80	0	\$ -	\$ 2,009.78
14	Receptacle Circuits - Ground wire, copper, bare, solid, #8	CLF	137	\$ 126.80	\$ 17,371.60	137	\$ 17,371.60		\$ -	137	\$ 17,371.60	0	\$ -	\$ 1,737.16
15	Lighting Ground Rod - Ground wire, copper, bare, solid, #8	CLF	3	\$ 167.08	\$ 501.24	3	\$ 501.24		\$ -	3	\$ 501.24	0	\$ -	\$ 50.12
16	Grounding rod, copper clad, 8' long, 1/2" diameter	EACH	59	\$ 88.54	\$ 5,223.86	59	\$ 5,223.86		\$ -	59	\$ 5,223.86	0	\$ -	\$ 522.39
17	Grounding clamp, bronze, 1/2" diameter	EACH	59	\$ 23.44	\$ 1,382.96	59	\$ 1,382.96		\$ -	59	\$ 1,382.96	0	\$ -	\$ 138.30
18	Trenching, Backfill	LF	6970	\$ 13.85	\$ 96,534.50	6370	\$ 88,224.50		\$ -	6370	\$ 88,224.50	600	\$ 8,310.00	\$ 8,822.45
20	Direct-bore underneath existing paved surfaces	LF	100	\$ 21.72	\$ 2,172.00	700	\$ 15,204.00		\$ -	700	\$ 15,204.00	-600	\$ (13,032.00)	\$ 1,520.40
21	Receptacle, duplex GFCI 20A with box, weatherproof white-in-use cover, 3/4" PVC and wire	EACH	59	\$ 72.03	\$ 4,249.77	28	\$ 2,016.84	59	\$ 4,249.77	87	\$ 6,286.51	-28	\$ (2,016.84)	\$ 626.60
22	Type SPC, 14ft pole, concrete base	EACH	28	\$ 1,252.37	\$ 91,066.36	28	\$ 91,066.36		\$ -	28	\$ 91,066.36	0	\$ -	\$ 9,106.64
23	Type SPD, 20ft pole, concrete base	EACH	9	\$ 3,197.45	\$ 28,777.05	2	\$ 6,394.90	7	\$ 22,382.15	9	\$ 28,777.05	0	\$ (0.00)	\$ 2,877.71
24	Type SPE, 20ft pole, concrete base	EACH	22	\$ 3,189.50	\$ 70,169.00	2	\$ 6,379.00	20	\$ 63,790.00	22	\$ 70,169.00	0	\$ -	\$ 7,016.00
25	Surveying and Staking	LS	1	\$ 6,355.48	\$ 6,355.48	1	\$ 6,355.48		\$ -	1	\$ 6,355.48	0	\$ -	\$ 635.48
26	Lighting Control, material	LS	1	\$ 31,757.18	\$ 31,757.18	0.75	\$ 23,817.89	0.25	\$ 7,939.30	1	\$ 31,757.19	0	\$ (0.01)	\$ 3,175.72
27	Lighting Control, installation and commissioning	LS	1	\$ 33,683.56	\$ 33,683.56	0.75	\$ 25,262.67	0.25	\$ 8,420.49	1	\$ 33,683.56	0	\$ -	\$ 3,368.36
28	CO's - Site Grounds & Foundation Change	LS	1	\$ 5,721.65	\$ 5,721.65	0	\$ -	1	\$ 5,721.65	1	\$ 5,721.65	0	\$ -	\$ 572.17
	Grand Total				\$ 612,716.90		\$ 502,758.99		\$ 112,503.76		\$ 615,262.75		\$ [2,546.85]	\$ 61,526.29

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of La Vista	PROJECT: Central Park Pedestrian Lighting	APPLICATION NO: 6501-005
FROM CONTRACTOR: Valley Corporation 28001 Ida Circle, PO Box 589 Valley, NE 68064		APPLICATION DATE: 05/06/25
		PERIOD TO: 3/1 - 4/31
		PROJECT NO: 6501
		CONTRACT DATE: 05/22/24

CONTRACT FOR: Street lighting/Pedestrian Lighting

OWNER: City of La Vista

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$606,994.25
2. Net change by Change Orders	\$5,721.65
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$612,715.90
4. TOTAL COMPLETED & STORED TO DATE (Column K and L on G703)	\$615,262.75
5. RETAINAGE:	
a. 10% of Completed Work (Column K on G703)	\$61,526.28
b. 10% of Stored Material (Column L on G703)	\$0.00
TOTAL RETAINAGE	\$61,526.28
(Lines 5a + 5b or Total in Column O of G703)	
6. TOTAL EARNED LESS RETAINAGE	\$553,736.48
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$452,483.09
8. CURRENT PAYMENT DUE	\$101,253.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$58,979.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$5,721.65	\$0.00
Total approved this Month	\$0.00	\$0.00
NET CHANGES by Change Order:	\$5,721.65	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Valley Corporation

By: David Beam

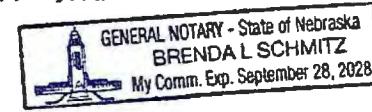
Date: 5/16/25

State of: Nebraska County of: Douglas

Subscribed and sworn to before me this 6 day of May 2025

Notary Public:

Brenda L. Smith



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$101,253.39

(Attach explanation if amount certified differs from amount applied for. Insert all figures on the Application and on the Continuation Sheet that changed in conformance with the amount certified.)

ENGINEER: Ed S. Sjolund

Date: 05/12/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance of payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA
THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE, N.W. WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting of the license a completed AIA Document D401- Certification of Document's Authenticity

Approved to Pay
CAS 5/27/25
16.71.0917.000PARK17006

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 3, 2025 AGENDA**

Subject:	Type:	Submitted By:
DECLARATION AS TO USE – 84 TH STREET TRAIL GILES TO HARRISON	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of a Declaration as to Use for portions of Tax Lot 12 in the City of La Vista, otherwise known as Central Park, to be used for construction, operation, and maintenance of a Multi-Use Recreational Trail, known currently as the 84th Street Trail, Giles to Harrison project, Local Federal Aid Project DPS-77(67), Control Number 22885.

FISCAL IMPACT

None. The FY25/FY26 Biennial Budget provides funding for the construction of the 84th Street Trail Project.

RECOMMENDATION

Approval.

BACKGROUND

The 84th Street Trail project must comply with Federal Highway Administration 23 CFR 1.23(a), “Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project.” The City has to pass a resolution to declare the designated portion of Central Park for the construction, operation and maintenance of the 84th Street Trail, Giles to Harrison project. The attached exhibit shows the extents of the Declaration, including a legal description.

The project is anticipated to bid later this summer and construction is anticipated to begin later in 2025 or early 2026.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A DECLARATION AS TO USE FOR PORTIONS OF TAX LOT 12 LOCATED IN THE CITY OF LA VISTA, OTHERWISE KNOWN AS CENTRAL PARK, TO BE USED FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A MULTI- USE RECREATIONAL TRAIL.

WHEREAS, The City of LaVista is the owner of a portion of Tax Lot 12 in the City of LaVista located in the West Half of the Northwest Quarter of Section 14, Township 14 North, Range 12 East of the Sixth Principal Meridian, Sarpy County, Nebraska, and

WHEREAS, Said portion of Tax Lot 12 is now being occupied by the La Vista Central Park, and

WHEREAS, The City of La Vista hereby wishes to construct, operate, and maintain a Multi-Use Recreation Trail, and associated appurtenances thereto, across a portion of said property, and

WHEREAS, The Multi-Use Recreation Trail, and associated appurtenances thereto, is to be constructed as part of Nebraska Department of Transportation Local Federal Aid Project DPS-77(67), Control Number 22885, and identified as 84th Street Trail, Giles to Harrison, and

WHEREAS, To comply with Federal Highway Administration 23 CFR 1.23(a) – “Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project”; It is necessary for the City of La Vista to declare that a portion of said property shall be used for the construction, operation, and maintenance of a Multi-Use Recreation Trail and associated appurtenances thereto.

NOW THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista, Nebraska, hereby approves the use of a portion of said land owned by the City of La Vista for the construction, operation, and maintenance of a Multi-Use Recreation Trail, and associated appurtenances thereto, as described and shown on attached Exhibit “A”, and as aligned in project plans and specifications for Nebraska Department of Transportation Local Federal Aid Project DPS-77(67), Control Number 22885, and identified as 84th Street Trail, Giles to Harrison.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC

City Clerk

K:\APPSCity Hall\25 FINAL RESOLUTIONS\25_Authorize Declaration As To Use - 84th Street Trail Project 06.03.2025.Docx

Exhibit "A" - Page 1 of 2

Project: DPS-77(67), 84th St Trail, Giles-Harrison, La Vista, C.N. 22885

City Of La Vista, Nebraska

Tract 42

A TRACT OF LAND LOCATED IN PART OF TAX LOT 12 IN THE CITY OF LA VISTA, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF LOT 1354 IN THE CITY OF LA VISTA, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 14, THE SOUTH LINE OF SAID LOT 1354 RUNNING EASTERLY FROM SAID SOUTHWEST CORNER OF SAID LOT 1354 HAVING AN ASSUMED BEARING OF N 88° 30' 47" E, AND ALL BEARINGS CONTAINED HEREIN ARE RELATIVE THERETO; SAID SOUTHWEST CORNER OF SAID LOT 1354 ALSO BEING A NORTHWEST CORNER OF SAID TAX LOT 12; THENCE SOUTHERLY ON THE WEST LINE OF SAID TAX LOT 12, SAID LINE ALSO BEING THE EASTERLY EXISTING RIGHT OF WAY LINE OF S. 84TH STREET, ON A BEARING OF S 1° 29' 14" E, A DISTANCE OF 200.97 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 12; THENCE WESTERLY ON THE WEST LINE OF SAID TAX LOT 12, SAID LINE ALSO BEING THE EASTERLY EXISTING RIGHT OF WAY LINE OF S. 84TH STREET, ON A BEARING OF S 87° 30' 36" W, A DISTANCE OF 8.00 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 12; THENCE SOUTHERLY ON THE WEST LINE OF SAID TAX LOT 12, SAID LINE ALSO BEING THE EASTERLY EXISTING RIGHT OF WAY LINE OF S. 84TH STREET, ON A BEARING OF S 2° 35' 15" E, A DISTANCE OF 1.23 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 12, TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON A BEARING OF S 8° 49' 49" E, A DISTANCE OF 108.14 FEET; THENCE SOUTHWESTERLY ON A BEARING OF S 3° 33' 16" W, A DISTANCE OF 109.90 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 12, SAID LINE ALSO BEING THE EASTERLY EXISTING RIGHT OF WAY LINE OF S. 84TH STREET; THENCE NORtherly ON THE WEST LINE OF SAID TAX LOT 12, SAID LINE ALSO BEING THE EASTERLY EXISTING RIGHT OF WAY LINE OF S. 84TH STREET, ON A BEARING OF N 2° 35' 15" W, A DISTANCE OF 216.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 1271 SQUARE FEET, MORE OR LESS.

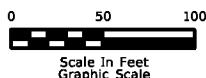
INDIVIDUAL TRACT MAP

PROJECT NO. DPS-77(67)
CONTROL NO. 22885
TRACT NO. 42
OWNERSHIP CITY OF LA VISTA
LEGAL DESCRIPTION PART TAX LOT 12 SEC. 14-T14N-R12E

EXISTING ROW LINE
PROPERTY LINE
LOT LINE
DECLARATION AS TO USE



Exhibit "A" - Page 2 Of 2



SECTION 15-T14N-R12E

16A3A

16A3B

PARK VIEW HEIGHTS

16A2

16A1

16B1

16B2

16B3

BIRCH DRIVE

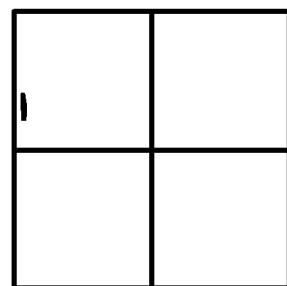
PARK VIEW BLVD

LOT 1354

S. 84TH STREET
SECTION LINE

SECTION 14-T14N-R12E

TAX LOT 12



SECTION 14-T14N-R12E
CITY OF LAVISTA
SARPY COUNTY, NEBRASKA