



La Vista City Council Meeting Agenda
July 21, 2026
6:00 PM
Harold "Andy" Anderson Council Chamber
La Vista City Hall, 8116 Park View Blvd
La Vista, Nebraska

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Appointment**
 - A. Planning Commission - Approve Appointment of Jordan Mann as an alternate**

- **Consent Agenda**

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.

- B. Consent Agenda Items**

- 1. Approval of the Agenda as Presented
 - 2. Approval of the Minutes of the July 7, 2026 City Council Meeting
 - 3. Approval of the Minutes of the June 17, 2026 Parks and Recreation Advisory Committee
 - 4. Monthly Financial Reports - June 2026
 - 5. Approval of Claims

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

- **Council Business**

- C. Citizen Advisory Review Committee - EDP Report**

- 1. Public Hearing

- D. Conditional Use Permit - Manufacturing of Food and Kindred Products - McKay's Global Meats**

- 1. Public Hearing
 - 2. Resolution

- E. Ordinance - Create street improvement districts within the corporate limits to provide for improvements in said districts**

- F. Ordinance - Bond Issuance - General Obligation Bond**

- G. Resolution - Professional Services Agreement - Addendum No. 1 - ABM Industry Groups**

- H. Resolution - Amend City Personnel Policy and Procedures Manual**

- I. Resolution - Update Planning Commission Rules and Operating Procedures**

J. Resolution - Update Authorization to Invest City Funds with Nebraska Federal Investment Trust (NFIT)

K. Position Description Updates

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

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



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MINUTE RECORD

No. 729 -- REDFIELD DIRECT E210619SKV

LA VISTA CITY COUNCIL MEETING July 7, 2026

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 July 7, 2026. Present were Councilmembers: Ronan, Sheehan, Thomas, Quick, Sell and Hale. Also in attendance were City Attorney McKeon, City Administrator Mastera, Assistant City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokorny, Finance Director Harris, Chief of Police Schofield, Community Development Director Fountain, Recreation Director Buller, Library Director Barcal, Human Resources Director Lowery and Parks Superintendent Allen.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on June 24, 2026. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

A. PROCLAMATION: NATIONAL PARK AND RECREATION MONTH

Mayor Kindig proclaimed July as National Park and Recreation Month and presented the proclamation to Recreation Director Buller and Park Superintendent Allen.

B. PROCLAMATION: PARK AND RECREATION PROFESSIONALS DAY

Mayor Kindig proclaimed July 16, 2026 as Park and Recreation Professionals Day and presented the proclamation to Park and Recreation staff.

C. SERVICE AWARD: DAVID KARLSON – 30 YEARS

Mayor Kindig recognized David Karlson for 30 years of service to the City.

D. CONSENT AGENDA

1. **APPROVAL OF THE AGENDA AS PRESENTED**
2. **APPROVAL OF THE MINUTES OF THE JUNE 16, 2026 CITY COUNCIL MEETING**
3. **MONTHLY FINANCIAL REPORTS – MAY 2026**
4. **APPROVAL OF CLAIMS**

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

ABM, services	75,889.03
ACTION BATTERIES, supplies	355.11
ADP, payroll & taxes	972,097.13
AKRS EQUIP, maint	250.62
ALKAR BILLIARDS, equip	480.00
ALLO COMM, internet	558.40
AM CONSTRUCT, maint	129.99
AMAZON, supplies	4,000.45
AM LEGAL PUB, services	3,869.64
AM HERITAGE LIFE INS, benefits	269.94
ARNOLD MTR, maint	3,210.28
AT&T MOBILITY/CC, data	154.60
AT&T MOBILITY, phones	1,556.28
BAUER BUILT, maint	165.00
BISHOP BUS EQUIP, services	98.11
BLACK HILLS ENERGY, utilities	1,275.33
BOBCAT, equip	6,836.30
B RICHT, deposit refund	100.00
B BURKE, parade award	100.00

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CENTURY LINK/LUMEN, phones	455.49
CINTAS, services	670.74
CITY OF OMAHA, sewer	269,905.68
CITY OF PAPILLION, services	22,865.55
CITY OF PAPILLION/MFO, services	262,773.00
COLONIAL LIFE INS, benefits	2,134.04
COX, phones	897.03
CROUCH REC, park project	154,218.00
CULLIGAN, services	29.00
D & K PROD, project	11,339.50
DATABASEUSA, services	933.00
DEARBORN NAT'L LIFE INS, benefits	8,763.48
DELL, equip	4,556.00
DEMCO, supplies	261.86
DEXTER PUMP SRVC, maint	551.25
DOG WASTE DEPOT, supplies	831.92
DULTMEIER, maint	758.40
EMBRIS GRP, project	5,560.00
ENTERPRISES, maint	39.95
FARONICS TECH, maint	189.00
FASTENAL, maint	70.42
FERGUSON US, maint	237.49
FIKES COMM HYGIENE, supplies	210.00
FIRST RES OUTFITTERS, apparel	1,411.48
FLAGSHOOTER, supplies	112.73
FLEETPRIDE, maint	97.66
FOP, dues	4,130.00
FUN SERVICES, events	985.00
GALE, books	266.51
GI CLEANERS, services	578.00
GRAINGER, bldg & grnds	281.47
GREAT PLAINS COMM, phones	1,088.29
GREAT PLAINS UNIFORMS, apparel	75.00
GREATAMERICA FIN, services	2,098.00
GREGG YOUNG CHEVY, maint	304.02
HARM'S CONCRETE, supplies	183.49
HEARTLAND TIRES, maint	1,513.52
HEARTLAND NAT GAS, utilities	620.47
HONEYMAN RENT-ALL, events	931.90
HOTSY EQUIP, maint	25.20
INDUST'L SALES, maint	41.07
INGRAM LIBRARY, books	2,558.67
INTERN'L ASSOC/CRIME ANAL, membshp	25.00
INTERN'L CODE COUNCIL, membshp	170.00
J & J SMALL ENG, maint	473.15
JEBRO, supplies	82.50
J QUINN, events	250.00
J RUFFNER, deposit refund	100.00
JOHNSTONE SPLY, bldg & grnds	270.29
J WOODROW, deposit refund	100.00
KEYMASTERS, services	65.00
LARSEN, supplies	473.15
LAS CHILENAS, refund/over paymt	25.00
LERNER, books	41.99
LIBRARY IDEAS, books	7.50
LIVE WELL GO FISH, events	300.00
LOWE'S, supplies	68.94
LYMAN-RICHEY, project	1,440.46
MARCO, services	223.01
MATHESON, services	820.78

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MAX I WALKER, services	15.15
METLIFE, benefits	10,982.52
METRO COMM COLLEGE, bldg & grnds	51,961.63
MICHAEL TODD CO, project	7,423.90
MIDWEST RIGHT OF WAY, project	5,125.00
MIDWEST FENCE/GUARDRAIL, project	4,798.80
MISSIONSQUARE RETIREMENT, benefits	157,227.80
MONTPELIER GLOVE/SAFETY, supplies	141.99
MOTOROLA SOL, phones	2,963.84
MSC INDUST'L, supplies	184.24
MULHALL'S, events	187.65
MUNICIPAL PIPE TOOL, maint	498.26
N EMSICK, events	200.00
NMC GRP, maint	698.75
OFFICE DEPOT, supplies	553.46
OMNI ENG, project	1,763.07
O'REILLY, supplies	617.74
P MASTERA, reimburse	790.15
PAPILLION AUTO, equip	1,464.23
PAPILLION SANI, services	2,459.88
PITNEY BOWES, postage	1,325.00
POINT C HEALTH, benefits	6,662.97
POLICE/FIREMEN'S INS, benefits	554.54
POMP'S TIRE, maint	1,533.08
PORT-A-JOHNS, services	450.00
QUALITY FENCE, project	1,802.38
RAKA RENTALS, events	1,082.00
RDG, project	7,500.00
READY MIX, maint	785.21
REGAL AWARDS, supplies	15.00
SAPP BROS, services	1,327.65
SARPY CO CHAMBER, trning	3,345.00
SARPY CO COURTHOUSE, services	4,520.00
S BILS, rental refund	204.00
SITE ONE LANDSCAPE, supplies	2,358.08
SLOSBURG REALTY, sewer fee refund	1,364.12
STATE INDUST'L PROD, supplies	427.79
STRAIGHT-LINE STRIPING, project	24,930.50
SUBURBAN NEWS, notices	194.71
SWANK MOTION PIC, events	795.00
TED'S MOWER, maint	170.91
THREE RIVERS LIB, supplies	480.00
TK ELEVATOR, bldg & grnds	360.00
TRUCK CENTER, maint	14.36
TURFWERKS, maint	831.38
ULEMAN ENT, services	1,569.10
UMR, benefits	217,602.25
UNMC, services	813.05
US BANK NAT'L ASSOC, supplies	59,638.16
USI ED/GOV, equip	1,650.00
VERIZON, phones	18.02
VERMEER, supplies	794.95
VEST VISUALS, events	1,000.00
VIERREGGER ELEC, project	600.00
WELDON PARTS, maint	9.23
WESTLAKE, supplies	310.35

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WHITE CAP, supplies	163.68
WINSUPPLY, bldg & grnds	785.46
WASTE MGMT, services	1,528.56
WOODHOUSE, maint	148.74
YARD MARKET, supplies	7,217.75

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Mastera reported that he is meeting with City Council and getting to know everyone.

Finance Director Harris reported that Budget Workbooks are available; the budget workshop will be held on July 20, 2026.

Library Director Barcal reported that an American Conversation Project is scheduled; distributed ROI document from state; there were GED graduates and over 90 in attendance at the graduation.

Recreation Director Buller reported on the pool and provided numbers on Central Park Club House rentals.

Layne Lohmeier with Labato Construction gave an update on 84th Street progress and answered Council questions.

E. ZONING MAP AMENDMENT – LOTS 1 & 2 HARRISON HILLS REPLAT 7 – STRECK, LLC

1. PUBLIC HEARING

At 6:24 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Zoning Map Amendment – Lots 1 & 2 Harrison Hills Replat 7 – Streck, LLC.

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

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1583 entitled: AN ORDINANCE TO APPROVE REZONING AND AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1583. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

F. PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT – LOTS 1 & 2 HARRISON HILLS REPLAT 7 – STRECK, LLC

1. PUBLIC HEARING

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At 6:26 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Planned Unit Development Site Plan Amendment – Lots 1 & 2 Harrison Hills Replat 7 – Streck, LLC.

At 6:26 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 26-065 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN AMENDMENT FOR LOTS 1 AND 2, HARRISON HILLS REPLAT 7, A SUBDIVISION LOCATED IN THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Streck Inc., of the above-described piece of property has made an application for approval of a PUD site plan amendment for Lots 1 and 2, Harrison Hills Replat 7; and

WHEREAS, the Deputy Community Development Director and the City Engineer have reviewed the PUD site plan; and

WHEREAS, on April 16, 2026, the La Vista Planning Commission held a public hearing and reviewed the amendment to the PUD site plan and recommended approval as the PUD Site Plan Amendment is consistent with the Comprehensive Plan and Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD Site Plan for Lots 1 and 2, Harrison Hills Replat 8, a subdivision located in the Northwest ¼ of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of 118th Street and Emiline Street, be, and hereby is, approved.

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

G. HARRISON HILLS REPLAT EIGHT – REPLAT & SUBDIVISION AGREEMENT – STRECK, LLC

1. RESOLUTION – FINAL PLAT

Councilmember Quick introduced and moved for the adoption of Resolution No. 26-066 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 HARRISON HILLS REPLAT 7 LOCATED IN THE NW1/4 17-14-12 IN SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 THROUGH 7 AND OUTLOT A HARRISON HILLS REPLAT 8, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owner of the above-described property applied for approval of a replat for Lot 2 Harrison Hills Replat 7 in the NW1/4 17-14-12 to be replatted as Lots 1-7 and Outlot A Harrison Hills Replat 8; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on April 16, 2026, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

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NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 2 Harrison Hills Replat 7 in the NW1/4 17-14-12 to be replatted as Lots 1-7 and Outlot A Harrison Hills Replat 8, a subdivision located in the northwest quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of the intersection of S. 118th Street and Emiline Street be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement.

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

2. RESOLUTION - SUBDIVISION AGREEMENT

Councilmember Hale introduced and moved for the adoption of Resolution No. 26-067 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THROUGH 7 AND OUTLOT A, HARRISON HILLS REPLAT 8.

WHEREAS, the City Council did on July 7, 2026, approve the Final Plat for Lots 1 through 7 and Outlot A, Harrison Hills Replat 8, subject to certain conditions; and

WHEREAS, Streck LLC., a Delaware limited liability company, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the July 7, 2026 City Council meeting for Lots 1 through 7 and Outlot A, Harrison Hills Replat 8, be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council Final Plat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

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

H. CONDITIONAL USE PERMIT - STOVEPIPE ENGRAVING, LLC

1. PUBLIC HEARING

At 6:29 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit - StovePipe Engraving, LLC. Brandon Krecklow was present to answer Council questions.

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

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 26-068 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR STOVEPIPE ENGRAVING, LLC FOR A HOME OCCUPATION ON LOT 110 GRANVILLE EAST.

WHEREAS, StovePipe Engraving, LLC has applied for approval of a Conditional Use Permit for a home occupation for custom engraving and gunsmithing on Lot 110 Granville East, located at 7708 Meadow Lane; and

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WHEREAS, the La Vista Planning Commission reviewed the application on June 4, 2026 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of the conditional use permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for StovePipe Engraving, LLC to allow for a home occupation offering custom engraving and gunsmithing on Lot 110 Granville East.

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

I. ORDINANCE – AMEND NONEXCLUSIVE FRANCHISE AGREEMENT

Councilmember Thomas introduced Ordinance No. 1584 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE NONEXCLUSIVE CABLE FRANCHISE AGREEMENT BETWEEN THE CITY AND COX COMMUNICATIONS OMAHA, L.L.C., AND CORRESPONDING CERTIFICATE OF FRANCHISE; AND TO REPEAL CONFLICTING ORDINANCES, PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1584. Councilmember Thomas seconded the motion. John Wyvill and Doug Olson from Cox were present to answer Council questions. Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Quick, Sell, and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

J. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Hale introduced Ordinance No. 1585 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1580, 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 Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

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Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1585. Councilmember Hale seconded the motion. Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

K. RESOLUTION – TRAIL EASEMENT – LOT 2 CIMARRON WODS REPLAT THREE

Councilmember Thomas introduced and moved for the adoption of Resolution No. 26-069 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RELEASE OF THE TRAIL EASEMENT DEPICTED ON THE ADMINISTRATIVE PLAT RECORDED AS INSTRUMENT NO. 2011-22565 AND AUTHORIZING THE EXECUTION AND RECORDING OF AN EASEMENT IN CONNECTION WITH A TRAIL CONSTRUCTED ON LOT 2 CIMARRON WOODS REPLAT THREE.

WHEREAS, The Administrative Plat for Cimarron Woods Replat Three recorded as Instrument No. 2011-22565 included a trail easement for a planned trail connection for public access; and

WHEREAS, When the trail was constructed, it was not constructed fully within the existing and dedicated trail easement; and

WHEREAS, The property owner, Pedcore Investments, and Sanitary Improvement District No. 237 desire to release the existing trail easement recorded with the plat and dedicate a new public access trail easement that accurately reflects the placement of the trail; and

WHEREAS, The City Engineer and Senior City Planner have reviewed and are amenable to the request to release the existing trail easement and dedicate the new trail easement; and

WHEREAS, a proposed Easement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the release of the trail easement depicted on the Administrative Plat recorded as Instrument No. 2011-22565; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the execution and recording of the new trail easement for Lot 2 Cimarron Woods Replat Three as presented; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Easement and to take all other actions as he determines necessary or appropriate to carry out this Resolution or the Easement.

Seconded by Councilmember Hale. Senior Planner Broderson let Council know that there was an update to Exhibit A. Councilmembers voting aye to include changes in Exhibit A: Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

L. RESOLUTION – AUTHORIZE WAIVER OF PARKING FEES FOR UPCOMING EVENT

Councilmember Hale introduced and moved for the adoption of Resolution No. 26-070 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE WAIVER OF PARKING FEES FOR GARAGE #2 AND THE SURFACE PARKING LOT ON AUGUST 10, 2026.

MINUTE RECORD

July 7, 2026

No. 729 -- REDFIELD DIRECT E2105195KV

WHEREAS, on August 10, 2026 Papillion La Vista Community Schools is hosting its Welcome Back event for all district staff; and

WHEREAS, the Mayor and City Council have established fees for use of the parking garage and surface parking lot; and;

WHEREAS, it is the desire of the Mayor and City Council to waive the established parking fees for this event.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that parking fees for Garage #2 and the surface parking lot will be waived on August 10, 2026 for the Papillion La Vista Community Schools event being held at the Astro Theater.

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

M. RESOLUTION – AUTHORIZE REQUEST FOR PROPOSALS – PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF THE LA VISTA SPORTS COMPLEX BASEBALL FIELD

Item M was tabled without objection.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM THE MAYOR AND COUNCIL

There was a Council comment regarding costs for 84th Street Project.

Mayor Kindig commented on meeting with Senators and legislative agenda.

At 6:46 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell and Hale. Nays: None. Abstain: None. Absent: Frederick and Wetuski. Motion carried.

PASSED AND APPROVED THIS 21ST DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



City of La Vista
Park & Recreation Advisory Committee Minutes
June 17, 2026

A meeting of the Park and Recreation Advisory Committee for the City of La Vista convened in open and public session at 6:00 p.m. on Wednesday, June 17, 2026.

Notice of the meeting was given in advance thereof by publication in the Papillion Times on June 10, 2026. Simultaneously given to the members of the Park and Recreation Advisory Committee, and a copy of their acknowledgment of receipt is attached to the minutes. The availability of the agenda was communicated in advance notice to the members. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all subjects discussed in the meeting were contained in the agenda, which was available for inspection within ten working days prior to the meeting.

1. CALL TO ORDER

Director Heather Buller called the meeting to order.

- a. Director Heather Buller announced the location of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

2. ROLL CALL

Present was Vice-Chair Pat Lodes, Members Samantha Gentry, Josephine Pohl. City Staff present was Recreation Director Heather Buller, Parks Superintendent Jason Allen, and Administrative Specialist Kimmy Ludwick.

Absent were members Shaina Owen, and Sarah Lara-Toney

3. CONSENT AGENDA

- a. Motion made by Vice-Chair Lodes for approval, seconded by member Gentry. All aye. Motion approved.

5. DISCUSSION AND ACTION ITEMS

- a. Discussion on Camenzind Park Playground Project. Staff reported that an application was submitted for the Land and Water Conservation Fund Grant to support upgrades at Camenzind Park and Ardmore Park for a total of \$300,000. Discussion was held on process for the design of Camenzind Park upgrades. Consensus was to plan similar to the City Park project to include a community survey, committee tour of the park, and receiving different design options to choose from.
- b. Discussion on Pool Design Updates. Buller shared that the pool project is currently in the design development phase. Staff has selected the proposed amenities and reviewed preliminary blueprints. The project team is now working through the finer design details.
- c. Discussion and action on Bee City USA Certification. Parks Superintendent Jason Allen reported no concerns with pursuing Bee City USA Certification. Vice Chair Lodes made a motion to continue pursuing Bee City USA Certification, seconded by Member Gentry. All aye. Motion approved.
- d. Discussion on Hollis Park Landscaping project. Member Pohl combined ideas generated during the May 20 meeting into a single conceptual design plan and presented it to the Board. The next step is to research plant selections and develop a project budget.

6. STAFF REPORTS

- a. Buller gave updates for the Recreation Operations Report
- b. Allen gave updates for Parks Operations Report

7. ITEMS FOR FUTURE AGENDA

8. NEXT MEETING DATE

Next meeting date will be July 15, at 6 p.m.

9. COMMENTS FROM THE FLOOR

None.

10. COMMENTS FROM PARK & RECREATION ADVISORY COMMITTEE

11. ADJOURNMENT

Member Pohl made a motion for adjournment, seconded by Member Gentry. All aye. Motion carried. Adjourned at 6:52 p.m.

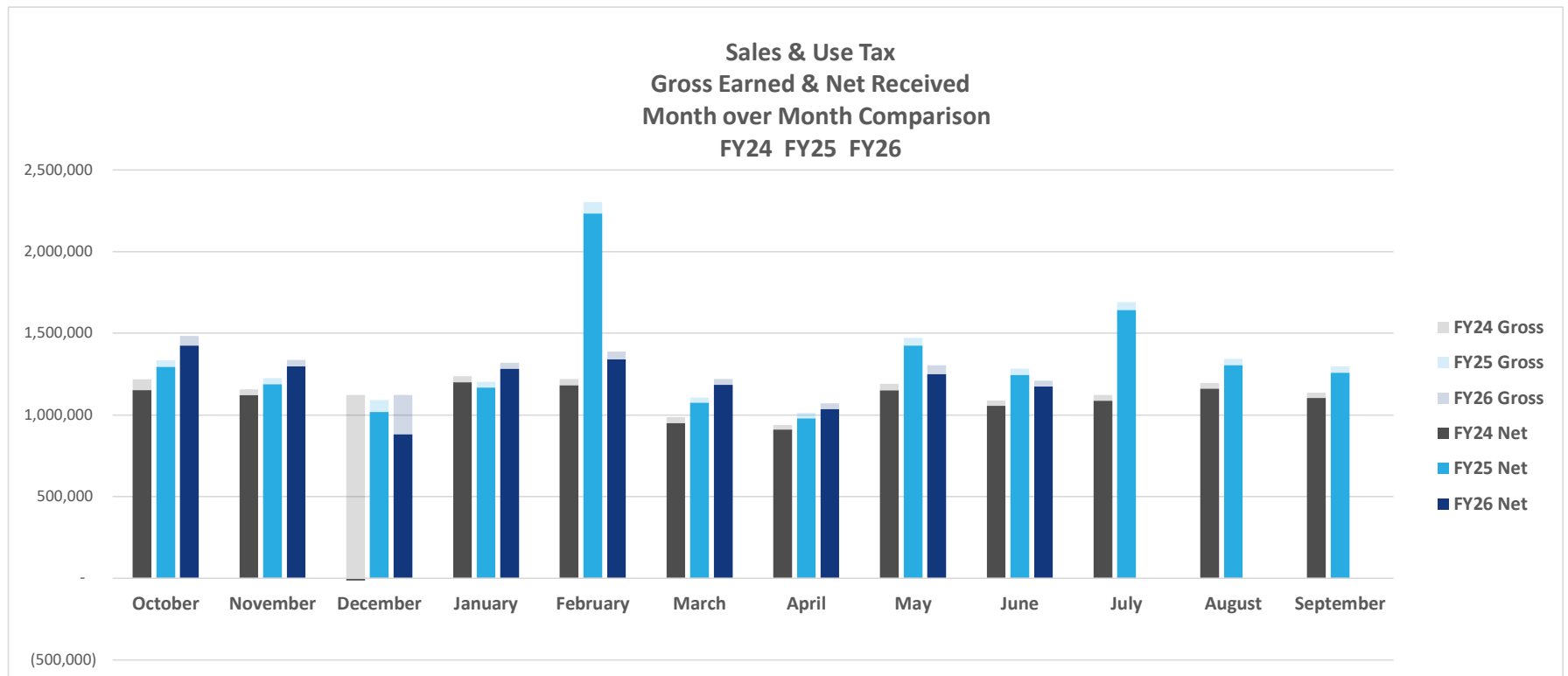


City of La Vista NE
Monthly Treasurer Report
June FY26

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,712,877	3.2%	\$ 4,568	\$ 41,524	10/17/2026
	Total CD's	\$ 1,712,877				
Money Market	Access Bank	\$ 3,194,720	2.0%	\$ 6,815		
	Dayspring Bank	\$ 6,229,671	3.6%	\$ 18,272		
	NPAIT	\$ 34,865,771	3.6%	\$ 102,124		
	Nebraska Class	\$ -		\$ -		
	NFIT	\$ -				
	Total Money Market	\$ 44,290,162				
Checking	Access Bank	\$ 1,755,647	1.0%	\$ 716		
Checking	Dayspring Bank-FSA	\$ 9,446	3.6%	\$ 27		
Savings	Access Bank	\$ 487,645	1.0%	\$ 629		\$ 36,956.15
Checking	Access Bank-Health Ins	\$ 220,944	1.0%	\$ 131		
	Total Portfolio	\$ 48,476,723		\$ 133,282	\$ 41,524	

Key Trends

- Unrestricted cash of \$15.8M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- Interest Rates are starting to decline as the Fed lowers rates



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

		Gross Sales & Use Tax			Net Sales & Use Tax		
Business Month	Receipt Month	FY24 Gross	FY25 Gross	FY26 Gross	FY24 Net	FY25 Net	FY26 Net
August	October	1,219,327	1,333,594	1,483,658	1,150,506	1,293,323	1,424,767
September	November	1,156,387	1,225,484	1,337,380	1,119,894	1,188,719	1,297,243
October	December	1,123,464	1,091,092	1,121,187	(13,627)	1,016,967	880,099
November	January	1,237,079	1,203,358	1,320,610	1,199,959	1,167,226	1,280,992
December	February	1,220,426	2,303,111	1,388,819	1,180,130	2,233,912	1,339,194
January	March	986,988	1,107,266	1,220,686	948,815	1,073,978	1,183,968
February	April	937,872	1,011,425	1,071,283	909,599	978,972	1,035,927
March	May	1,190,808	1,471,055	1,304,590	1,149,334	1,424,575	1,249,443
April	June	1,088,179	1,283,943	1,209,772	1,055,305	1,243,865	1,172,763
May	July	1,121,424	1,692,010		1,087,465	1,641,040	
June	August	1,197,098	1,343,405		1,160,289	1,303,103	
July	September	1,137,341	1,297,721		1,103,167	1,257,455	
FY Total		13,616,393	16,363,464	11,457,985	12,050,836	15,823,135	10,864,396
		Budget			Budget		
		15,324,520			13,409,783		

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

Monthly Statement of Revenue and Expenditure

June

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	177,610	14,186	-	-	-	-	191,796	-	-
Sales and use taxes	586,382	293,191	-	-	293,191	-	1,172,763	-	-
Other Taxes ²	222,294	-	-	-	18,770	-	241,064	-	-
Licenses and Permits	72,650	-	-	-	-	-	72,650	-	-
Intergovernmental Revenues ³	178,045	-	-	-	-	-	178,045	-	-
Charges for Services	19,387	-	-	-	-	-	19,387	-	-
Grant income	14,500	-	-	-	-	-	14,500	-	-
Lottery Proceeds	-	-	-	75,761	-	-	75,761	-	-
Interest Income	90,749	7,791	6,251	16,377	25,030	5,997	152,195	17,912	17,912
Sewer Fees	-	-	-	-	-	-	-	95,903	95,903
Other Revenues ⁴	70,380	32,681	-	-	-	20,913	123,974	1	1
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	1,431,995	347,848	6,251	92,138	336,991	26,910	2,242,133	113,816	113,816
Expenditures									
CIP/Capital Outlay	2,964	-	166,843	-	63,730	-	233,537	-	-
Debt Service: Principal Expense	-	-	-	-	-	-	-	-	-
Debt Service: Interest Expense	-	104,775	-	-	-	-	104,775	-	-
Debt Service: Bond Issue Expense	-	850	-	-	-	-	850	-	-
General Government Expenses	305,334	13,473	-	135	-	752,227	1,071,170	6,554	6,554
Public Works	247,413	-	-	-	-	-	247,413	-	-
Public Safety	884,267	-	-	-	-	26,008	910,276	-	-
Culture and Recreation	227,598	-	-	-	-	-	227,598	-	-
Public Library	83,910	-	-	-	-	-	83,910	-	-
Community Betterment	-	-	-	58,970	-	-	58,970	-	-
Community Development	72,886	-	-	-	-	-	72,886	-	-
Sewer	-	-	-	-	-	-	-	337,480	337,480
Total Expenditures	1,824,373	119,098	166,843	59,105	63,730	778,235	3,011,385	344,033	344,033
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Change in Net Position	(392,378)	228,750	(160,592)	33,033	273,261	(751,325)	(769,251)	(230,218)	(230,218)

Key Trends

Revenue

\$95K received in sewer hookups

Expenditures

\$752K in General Gov't Expense in non major funds are the TIF payments going out to the banks. The revenue was received in May.

¹Nonmajor Funds (EDF, PAF,QSF,TIF)

²Other tax - OCC, Hotel, Rest

³Intergovernmental Rev - rev for state, county, other municipality

⁴Other rev - parking, library, other misc.

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
49	07/09/2026	POINT C HEALTH	3397.06	N
50	07/21/2026	POINT C HEALTH	25.99	N
53	07/21/2026	UMR INC	75881.85	N
54	07/21/2026	UMR INC	29218.09	N
64	07/21/2026	O'REILLY AUTO PARTS	.00	N
147711	07/10/2026	PAPILLION SANITATION	721.16	N
147712	07/10/2026	STRADA OCCUPATIONAL HEALTH	575.00	N
147713	07/21/2026	1000 BULBS	508.19	N
147714	07/21/2026	4IMPRINT	504.83	N
147715	07/21/2026	ABE'S TRASH SERVICE	10.80	N
147716	07/21/2026	AMAZON CAPITAL SERVICES, INC.	5632.12	N
147718	07/21/2026	ARNOLD MOTOR SUPPLY	1210.94	N
147719	07/21/2026	AT&T MOBILITY - CC	173.35	N
147720	07/21/2026	AT&T MOBILITY LLC	1523.65	N
147721	07/21/2026	BABER, BRAD	400.00	N
147722	07/21/2026	BAIRD HOLM LLP	204.00	N
147723	07/21/2026	BGNE	590.79	N
147724	07/21/2026	BRANDT, GERALYN M.	1700.00	N
147725	07/21/2026	BRIAN SMILES	800.00	N
147726	07/21/2026	BRODART COMPANY	51.79	N
147727	07/21/2026	CENTER POINT, INC.	246.90	N
147728	07/21/2026	CINTAS CORPORATION NO. 2	364.36	N
147729	07/21/2026	CITY OF PAPILLION	21924.52	N
147730	07/21/2026	CIVICPLUS	8492.76	N
147731	07/21/2026	COLONIAL RESEARCH CHEMICAL CO	182.95	N
147732	07/21/2026	COLUMN SOFTWARE PBC	259.61	N
147733	07/21/2026	CONRECO INCORPORATED	100.00	N
147734	07/21/2026	CUMMINS SALES AND SERVICE	24510.06	N
147735	07/21/2026	D & K PRODUCTS	2051.90	N
147736	07/21/2026	DANNER, DENELL	100.00	N
147737	07/21/2026	DATA DOCUMENTS LLC	112.00	N
147738	07/21/2026	DATASHIELD CORPORATION	60.00	N
147739	07/21/2026	DELL MARKETING L.P.	4727.00	N
147740	07/21/2026	DOUGLAS COUNTY SHERIFF'S OFC	900.00	N
147741	07/21/2026	EDGEWEAR SCREEN PRINTING	673.00	N
147742	07/21/2026	FIRST RESPONDER OUTFITTERS, INC	27.02	N
147743	07/21/2026	FITZGERALD SCHORR BARMETTLER	17782.10	N
147744	07/21/2026	FLEMING, VIRGINIA	350.00	N
147745	07/21/2026	FONROCHE LIGHTING AMERICA INC	5760.00	N
147746	07/21/2026	GALE	53.25	N
147747	07/21/2026	GREAT PLAINS UNIFORMS	189.50	N
147748	07/21/2026	GREGG YOUNG CHEVROLET INC	466.85	N
147749	07/21/2026	HAPPY MANGO BAKERY	75.00	N
147750	07/21/2026	INDUSTRIAL SALES COMPANY INC	59.91	N
147751	07/21/2026	INFOUSA MARKETING, INC	1250.00	N
147752	07/21/2026	INGRAM LIBRARY SERVICES LLC	2197.30	N
147753	07/21/2026	JAMS GOAT YOGA INC	895.00	N
147754	07/21/2026	JOHNSTONE SUPPLY CO	73.43	N
147755	07/21/2026	KANOPY, INC.	195.30	N
147756	07/21/2026	LA VISTA COMMUNITY FOUNDATION	390.00	N
147757	07/21/2026	LOGO LOGIX EMBROIDERY & SCREEN	414.00	N
147758	07/21/2026	MARTIN ASPHALT - MONARCH OIL	336.00	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
147759	07/21/2026	MAX I WALKER UNIFORM & APPAREL	15.15	N
147760	07/21/2026	MCANANY CONSTRUCTION	656987.50	N
147761	07/21/2026	METRO AREA TRANSIT	1882.00	N
147762	07/21/2026	MICHAEL TODD AND COMPANY INC	1411.40	N
147763	07/21/2026	MICROFILM IMAGING SYSTEMS, INC.	4490.00	N
147764	07/21/2026	MIDWEST PETROLEUM EQUIPMENT	200.00	N
147765	07/21/2026	MSC INDUSTRIAL SUPPLY CO	230.45	N
147766	07/21/2026	NORTH AMERICAN RESCUE	77.80	N
147768	07/21/2026	OCLC INC	2546.24	N
147769	07/21/2026	OFFICE DEPOT INC	151.57	N
147770	07/21/2026	OMNI ENGINEERING	195.37	N
147771	07/21/2026	PAPILLION SANITATION	2173.77	N
147772	07/21/2026	POMP'S TIRE SERVICE, INC	757.61	N
147773	07/21/2026	PORT-A-JOHNS	1020.00	N
147774	07/21/2026	PRIME COMMUNICATIONS, DBA PRIME SECUR	1160.00	N
147775	07/21/2026	PRINTCO GRAPHICS INC	1940.23	N
147776	07/21/2026	READY MIX CONCRETE COMPANY	3266.74	N
147777	07/21/2026	SAFE RESTRAINTS INC	1657.12	N
147778	07/21/2026	SARAH HATFIELD	100.00	N
147779	07/21/2026	SARPY COUNTY TREASURER	2434.46	N
147780	07/21/2026	SHERWIN-WILLIAMS	1543.12	N
147781	07/21/2026	SIGN IT	6500.50	N
147782	07/21/2026	SITE ONE LANDSCAPE SUPPLY LLC	472.40	N
147783	07/21/2026	SPENCER MANAGEMENT	238044.75	N
147784	07/21/2026	SPRINGFIELD ELECTRIC SUPPLY COMPANY LLC	156.42	N
147785	07/21/2026	STRADA OCCUPATIONAL HEALTH	1317.00	N
147786	07/21/2026	SUBURBAN NEWSPAPERS INC	224.16	N
147787	07/21/2026	SUN VALLEY LANDSCAPING	178.80	N
147788	07/21/2026	SWANK MOTION PICTURES INC	795.00	N
147789	07/21/2026	Syncquip LLC	1354.59	N
147790	07/21/2026	TED'S MOWER SALES & SERVICE INC	32.50	N
147791	07/21/2026	THE ASTRO THEATER	520.00	N
147792	07/21/2026	THE COLONIAL PRESS, INC	199.89	N
147793	07/21/2026	THE WALDINGER CORPORATION	665.00	N
147794	07/21/2026	TORNADO WASH LLC	1134.00	N
147795	07/21/2026	TRANS UNION RISK AND ALT. DATA SOL.	100.00	N
147796	07/21/2026	TRAVELERS	264.00	N
147797	07/21/2026	TRUCK CENTER COMPANIES	2815.80	N
147798	07/21/2026	TURFWERKS	1226.17	N
147799	07/21/2026	TY'S OUTDOOR POWER & SERVICE	386.14	N
147800	07/21/2026	ULINE, INC.	155.51	N
147801	07/21/2026	UNITE PRIVATE NETWORKS/SEGRA	4976.00	N
147802	07/21/2026	UNITED STATES TREASURY	698.88	N
147803	07/21/2026	VERIZON WIRELESS	18.02	N
147804	07/21/2026	WESTLAKE HARDWARE INC NE-022	1200.36	N
147807	07/21/2026	WINSUPPLY OF OMAHA	86.32	N
147808	07/21/2026	VERIZON WIRELESS	580.08	N
1263062	07/10/2026	US BANK NATIONAL ASSOCIATION	42506.84	N
1263075	07/21/2026	ADP INC	478569.38	N
1263076	07/21/2026	BOK FINANCIAL	909960.03	N
1263077	07/21/2026	CENTURY LINK/LUMEN	726.27	N
1263078	07/21/2026	CENTURY LINK/LUMEN	87.03	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
1263079	07/21/2026	COX COMMUNICATIONS, INC.	467.15	N
1263080	07/21/2026	ESSENTIAL SCREENS	104.20	N
1263081	07/21/2026	MISSIONSQUARE RETIREMENT	77402.29	N
1263082	07/21/2026	NE DEPT OF REV-MOTOR FUEL TAX	804.00	N
1263083	07/21/2026	NE DEPT OF REVENUE-SALES TAX	60.58	N
1263084	07/21/2026	OMAHA PUBLIC POWER DISTRICT	60066.29	N
1263085	07/21/2026	UNITED PARCEL SERVICE	74.62	N
1263086	07/21/2026	ABM INDUSTRIES, INC	29614.81	N
1263087	07/21/2026	FRATERNAL ORDER OF POLICE	2065.00	N
1263088	07/21/2026	LARSEN SUPPLY COMPANY	1822.80	N
1263089	07/21/2026	MIDWEST TURF & IRRIGATION	36735.00	N
1263090	07/21/2026	NATIONAL SIGN CO, LLC	92.00	N
1263091	07/21/2026	POLICE & FIREMEN'S INSURANCE	277.27	N
1263092	07/21/2026	VIERREGGER ELECTRIC COMPANY	12014.00	N
TOTAL: \$2,820,141.71				

APPROVED BY COUNCIL MEMBERS ON:

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: C

Subject:	Type:	Submitted By:
Citizen Advisory Review Committee - EDP Report	Presentation	Bruce Fountain, Community Development Director

Synopsis

Mike Narak, Chairman of the La Vista Citizens Advisory Review (CAR) Committee, will discuss the Economic Development Program Review covering activity to date for FY26 (the period from October 1, 2025 to September 30, 2026).

Fiscal Impact

N/A

Recommendation

Background

The Citizens Advisory Review (CAR) Committee is required to report to the City Council at least once every six months regarding the City's Economic Development Program (EDP). These reports are shared with the City Council following the Committee's June and December meetings. The reports summarize projects assisted by the EDP as well as information on the City's assessed property valuations, sales and use tax revenues and building permit valuations.

Attachments

1. CAR Committee Report

LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

To: Mayor and City Council

Date: June 11, 2026

From: City Advisory Review Committee

Re: Economic Development Program Review

The Citizen Advisory Review committee is required to report to the Mayor and City Council at least once every six months regarding the Economic Development Program. These reports are shared with the Council following the June and December meetings. The following is provided for the Council and the Committee's information and generally covers activity for FY26 (the period from October 1, 2025 to September 30, 2026).

The Economic Development Program has received and approved four applications for assistance to date. The first application was from John Q. Hammons to construct a full-service Embassy Suites Hotel and conference center facility. This project was closed out in 2018.

The second application was for a \$3 million grant to City Ventures to help with the construction of a state-of-the-art music venue in City Centre, located in the redevelopment area along 84th Street. This application was approved in February of 2020. In May of 2021 City Ventures submitted a supplement to their original application asking for an additional \$2.5 million for the music venue project in the form of a loan that will be paid back with interest. This supplement was also approved, resulting in a total of \$5.5 million in grants/loans for the project. The entire \$5.5 million has been distributed to City Ventures. They are currently paying interest on the loan, which comes due in total in September of 2029. The music venue is completed and operational.

In October of 2021 an application from the Omaha Multi-Sport Complex, Inc. for a \$3 million grant for the development, construction and operation of Phase 1 of a premier multisport complex comprised of twelve synthetic multisport playing fields and related amenities was approved. This facility is currently operational, and the grant funds have been distributed.

1. The City's assessed valuation for FY25 was \$2,404,341,954, and the new assessed valuation for FY26 is \$2,511,621,618. This is an increase of 4.47%. From FY2018 through FY2021, the growth in the City's valuation averaged approximately 4.5% annually. In FY22 and FY23 we saw unusually large increases in valuation which were attributed in part to extreme increases in the personal property tax portion of the valuation. It was determined these increases had to do with large companies in the City that qualify for state incentives purchasing equipment and the timing of their refund requests to the State. The valuation for FY24 saw a leveling off of these personal property tax increases resulting in a smaller overall increase. The average growth over the last eight years is 6.7%.

FY2019 Valuation - \$1,542,141,658 (up 3.02%)
FY2020 Valuation - \$1,651,417,826 (up 7.08%)
FY2021 Valuation - \$1,755,107,309 (up 6.27%)
FY2022 Valuation - \$1,998,058,005 (up 13.8%)
FY2023 Valuation - \$2,220,556,943 (up 11.14%)
FY2024 Valuation - \$2,284,893,092 (up 2.89%)
FY2025 Valuation - \$2,404,341,954 (up 5.22%)
FY2026 Valuation - \$2,511,621,618 (up 4.47%)

2. Earned sales and use tax revenue has traditionally increased from year to year, and growth has remained strong since FY22 following a slight downturn due to the pandemic. A reminder that we look at what the City has "earned" in sales tax prior to any state incentive refunds being deducted to calculate growth and in order to determine what businesses are actually generating. The City has built a sales and use

tax reserve for potential future rebates. The City has received its annual letter from the State of Nebraska indicating what the rebate to SON will be in December of 2026 (which will show up in FY27 numbers). The rebate amounts have been decreasing significantly in the last couple of years.

FY2021 Sales and Use Tax - \$10,062,860 (actually received + \$1.35 million in rebates to SON); earned total up 19.8% over FY20)

FY2022 Sales and Use Tax - \$10,705,035 (actually received + \$1.78 million in rebates to SON; earned total up 9.39% over FY21)

FY2023 Sales and Use Tax - \$11,380,214 (actually received + \$1.93 million in rebates to SON; earned total up 6.63% over FY22)

FY2024 Sales and Use Tax - \$12,064,461 (actually received + \$1.16 million in rebates to SON; earned total up just under 1% over FY23, however received total was up 6.01% due to smaller rebate amount in FY24)

FY2025 Sales and Use Tax - \$15,823,177 (actually received + \$51,000 in rebates to SON; earned total up 20% over FY24)

FY2026 Sales and Use Tax - \$9,691,635 (actually received through May)

3. Building permit valuations are reported in calendar year, not fiscal year. The past several years have remained fairly consistent. 2020 was the highest year we have seen since 2007.

2018 - \$45,980,935

2019 - \$36,332,465

2020 - \$64,354,002

2021 - \$48,919,416

2022 - \$55,881,441

2023 - \$36,276,973

2024 - \$58,491,911

2025 - \$25,628,853

2026 - \$ 6,995,630 (through May)

Total building permit valuations since 1997 are over \$1.5 billion



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: D

Subject:	Type:	Submitted By:
Conditional Use Permit - Manufacturing of Food and Kindred Products - McKay's Global Meats	Resolution	Christopher Solberg, Deputy Director of Community Development

Synopsis

A public hearing has been scheduled and a resolution prepared for Council to consider an application by McKay's Global Meats for a Conditional Use Permit to allow for the manufacturing of food and kindred products on Lot 3 Oakdale Park.

Fiscal Impact

N/A

Recommendation

Motion to approve a Conditional Use Permit to allow the manufacture of food and kindred products on Lot 3 of Oakdale Park.

Background

McKay's Global Meats has applied for a Conditional Use Permit to allow the manufacture of food and kindred products on Lot 3 of Oakdale Park.

The intended use is a combination of the activities below. All will be done within the existing building.

1. Receive frozen and chilled packaged meat cuts and store them in chilled/frozen storage areas.
2. Further prepare packaged meat cuts by cutting/slicing/grinding and packaging.
3. Distribute the above goods from the facility to restaurants and food service channels.
4. Sales to the public (including drive-through service with phase 2)

The applicant will not be slaughtering on-site. Instead, they will bring meat into the facility for final cutting to specification and repackaging. This will require USDA approval/certification, which will be a standalone process.

The Planning Commission held a public hearing on June 18, 2026, and voted 5-0 to recommend approval of the Conditional Use Permit to allow the manufacture of food and kindred products on Lot 3 of Oakdale Park, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

Attachments

1. Resolution - CUP - McKay's Global Meats
2. Packet Item - McKays Global Meats

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR MCKAY'S GLOBAL MEATS FOR THE MANUFACTURING OF FOOD AND KINDRED PRODUCTS ON LOT 3 OAKDALE PARK.

WHEREAS, McKay's Global Meats has applied for approval of a Conditional Use Permit for the manufacturing of food and kindred products on Lot 3 Oakdale Park, generally located northeast of S. 108th Street and Olive Street; and

WHEREAS, the La Vista Planning Commission reviewed the application on June 18, 2026 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of the conditional use permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for McKay's Global Meats to allow for the manufacturing of food and kindred products on Lot 3 Oakdale Park.

PASSED AND APPROVED THIS 21ST DAY OF JULY 2026.

CITY OF LA VISTA

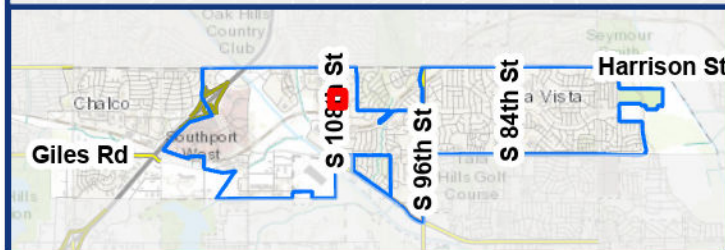
ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk



McKay's Global Meats CUP



Legend

 Property Lines



City of La Vista

Conditional Use Permit

Conditional Use Permit for Manufacturing of Food and Kindred Products

This Conditional Use Permit issued this ____ day of _____, 2026, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, McKay’s Global Meats (“Owner” or “owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner submitted an application for a conditional use permit for the purpose of Manufacturing of Food and Kindred Products at 7069 S. 108th Street on the following property owned by GPI Manufacturing, Inc. within the City of La Vista’s zoning jurisdiction in Sarpy County, Nebraska:

LOT 3 EX CO ROW OAKDALE PARK; and

WHEREAS, the property owner, GPI Manufacturing, Inc., has consented to the issuance of a conditional use permit for such purposes; and

WHEREAS, the Mayor and City Council of the City of La Vista by this instrument are agreeable to issuing the conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the premises and areas designated on Exhibit “A” hereto for a cabinetry millwork operation, said use hereinafter being referred to as “permitted use” or “use”.

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. Any deviation from or breach of any terms hereof shall automatically cause the permit to expire and terminate without any further action required of the City.
2. In respect to the proposed Use:
 - a. A site layout plan showing the boundaries of the premises, proposed structure and orientation, parking, access points, and drives is approved by the City and attached to the permit as “Exhibit A”. A conceptual future site layout plan depicting potential future expansions is attached to the permit as “Exhibit C”. Any future expansions will need to meet the site requirements of the Zoning Ordinance and obtain a building permit from the Community Development Department.
 - b. Operations on the Property will be limited to and be carried out in accordance with the Operational Statement attached as Exhibit “B” incorporated into this permit by reference. Any modifications must be submitted to the Community Development Director for such approvals as the Director determines necessary or appropriate.
 - c. Any exterior dumpsters must be screened with a dumpster enclosure that is constructed of materials that match the building. The design shall be approved prior to construction, and the enclosure must be constructed prior to issuance of a certificate of occupancy.
 - d. There shall not be any outside storage of materials.
 - e. Owner shall abide by all aspects of City of La Vista Zoning Ordinance Section 7.16 – *Performance Standards for Industrial Uses*.
 - f. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional

- requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- g. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local laws, rules, or regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 - h. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, or any agents, employees, assigns, suppliers or invitees of the owner, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
 - i. Recitals on the first page above and exhibits referenced in this Agreement are incorporated herein by this reference.
 3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
 4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the use.
 - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
 - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
 5. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
 6. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: McKay's Global Meats
Attn: David McKay
E-mail: david@mckaysglobalmeats.com
7069 S. 108th Street
La Vista, NE 68128

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

By _____
Douglas Kindig, Mayor

Rachel Carl
City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

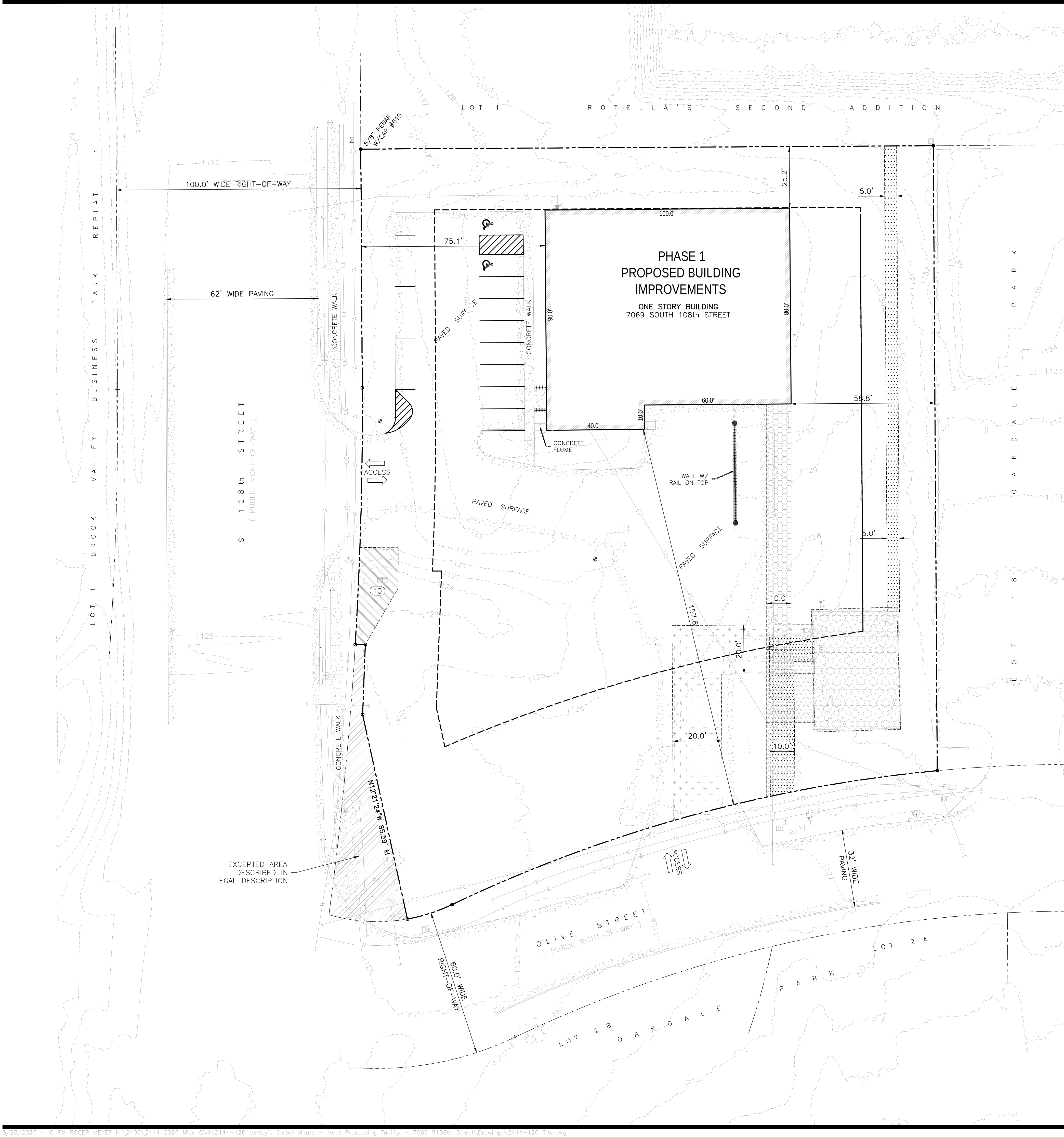
Notary Public

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Notary Public



LEGAL DESCRIPTION

LOT 3, IN OAKDALE PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA EXCEPT THAT PORTION CONVEYED TO SARPY COUNTY, NEBRASKA IN WARRANTY DEED RECORDED APRIL 11, 2002 IN INSTRUMENT NO. 2002-13342 AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA; THENCE S00°31'20"E (ASSUMED BEARING), ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 607.522 METERS (1993.18 FEET); THENCE N89°28'40"E, A DISTANCE OF 14.156 METERS (46.44 FEET) TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 108TH STREET, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 3, OAKDALE PARK, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S90°00'00"E, A DISTANCE OF 1.250 METERS (4.10 FEET); THENCE S02°15'29"W, A DISTANCE OF 8.724 METERS (28.62 FEET); THENCE S12°32'52"E, A DISTANCE OF 26.113 METERS (85.67 FEET) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 3, OAKDALE PARK; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF OLIVE STREET, SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 3, OAKDALE PARK, ON A CURVE TO THE RIGHT WITH A RADIUS OF 21.336 METERS (70.00 FEET), A DISTANCE OF 9.871 METERS (32.39 FEET), SAID CURVE HAVING A LONG CHORD WHICH BEARS N86°47'24"W, A DISTANCE OF 9.783 METERS (32.10 FEET) TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF OLIVE STREET AND SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3, OAKDALE PARK, THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET, SAID LINE ALSO BEING THE WEST LINE OF LOT 3, OAKDALE PARK, ON A CURVE TO THE LEFT WITH A RADIUS OF 472.441 METERS (1550.00 FEET), A DISTANCE OF 33.819 METERS (110.95 FEET), SAID CURVE HAVING A LONG CHORD WHICH BEARS N05°24'39"E, A DISTANCE OF 33.810 METERS (110.92) FEET TO THE POINT OF BEGINNING.

SITE SUMMARY - (ZONED I-2)		
SITE DATA	REQUIRED	PROVIDED
TOTAL SITE SIZE	10,000 S.F.	65,340 S.F.
FRONT YARD SETBACK	60'	SEE PLAN
REAR YARD SETBACK	25'	SEE PLAN
SIDE YARD SETBACK	30'	SEE PLAN
MAX. LOT COVERAGE COVERAGE	75% MAX.	40%
BUILDING HEIGHT	45' MAX.	1 STORY

PHASE 1 - BUILDING / PARKING SUMMARY	
BUILDING S.F. / PARKING REQUIREMENTS	STALLS REQUIRED
OFFICE / 400 S.F.	2
FOOD SALES (LIMITED) / 1800 S.F.	6
WAREHOUSING / PROCESSING / 6200 S.F.	2
TOTAL S.F. = 8400 / TOTAL STALLS REQUIRED	10
TOTAL STALLS PROVIDED	12

EASEMENT LEGEND

- RIGHT-OF-WAY EASEMENT TO OMAHA PUBLIC POWER DISTRICT
- ACCESS EASEMENTS TO SPRINT SPECTRUM L.P.
- UTILITY EASEMENTS TO SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, OMAHA PUBLIC POWER DISTRICT, U.S. WEST COMMUNICATION, TELEPORT COMMUNICATIONS GROUP, AND ANY OTHER PUBLIC UTILITY COMPANY
- EASEMENT TO SARPY COUNTY, NEBRASKA A PERMANENT EASEMENT FOR THE PURPOSE OF STORM SEWER INLET AND THE SUBSEQUENT MAINTENANCE
- GRANT OF EASEMENT AND ASSIGNMENT OF LEASE BETWEEN RONALD L. BOWERS AND JANE H. BOWERS AND GLOBAL SIGNAL ACQUISITIONS IV LLC, A DELAWARE LIMITED LIABILITY COMPANY

LEGEND

- PROPERTY CORNER FOUND (3/4" CTP UNLESS NOTED)
- PROPERTY CORNER SET (5/8" REBAR W/CAP #693)
- TEMPORARY POINT
- RECORD DISTANCE
- MEASURED DISTANCE
- CRIMPED TOP PIPE
- LIGHT POLE
- UTILITY PEDESTAL
- TELEPHONE PEDESTAL
- ELECTRICAL PEDESTAL
- FIBER OPTIC PEDESTAL
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- FIBER OPTIC VAULT
- ELECTRICAL PANEL
- ELECTRIC METER
- GAS METER
- SEWER MANHOLE
- UTILITY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- CURB INLET
- GRATE INLET
- UTILITY MARKER POST
- WATER LINE
- GAS LINE
- UNDERGROUND ELECTRICAL LINE
- FIBER OPTIC LINE
- CHAIN LINK FENCE
- GATE
- TITLE COMMITMENT EXCEPTION



thompson, dreessen & dörner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com
dba: TD2 Engineering & Surveying
NE CA-0199

Project Name

McKay's Global
Meats Facility

Project Location

7069 S 108th St .
La Vista NE 68128

Client Name

McKay's Global
Meats

Exhibit A

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
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Drawn By:RTM Reviewed By: DSD
Job No.: 2444-126 Date: 05/28/2026

Sheet Title

Phase 1 Site Plan

Sheet Number

Site 7069 S 108th St. La Vista, NE 68128
McKay's Global Meats

Exhibit B

Description of Operations:

The intended use is a combination of the activities below. All will be done within the existing building.

1. Receive frozen and chilled packaged meat cuts and store them in chilled / frozen storage areas.
2. Further prepare packaged meat cuts by cutting / slicing / grinding and packaging.
3. Distribute the above goods from the facility to restaurants and food service channels.
4. Sales to the public (including drive through service with phase 2)

Note we aren't slaughtering or anything like that but more so bringing meat into the facility and cutting to specification and repackaging. This will require USDA approval / certification which will be a standalone process.

Number of Employees:

Six (6) employees are expected to staff the facility during Phase 1 increasing to twenty-two (22) employees when Phase 3 is completed. Shifts may be staggered during the workday.

Hours of Operation:

Monday to Saturday 6:00 a.m. to 12:00 a.m.

Access and Parking

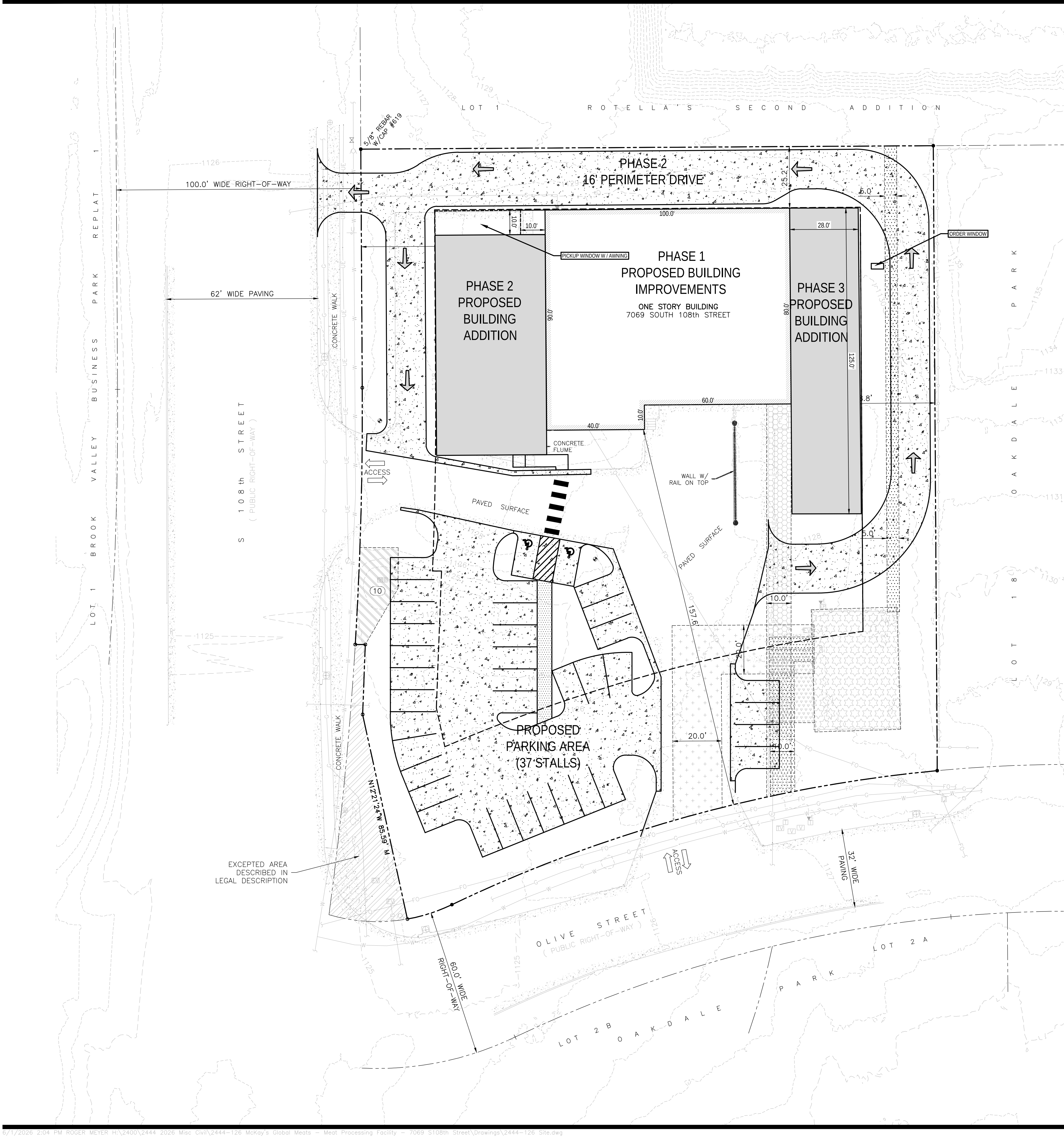
There is parking provided at 1 of 2 entrances. Access to the property is from 108th Street and Olive Street.

Environmental and Nuisance Controls

The property owner will comply with city code on waste removal and zoning regulations.

Safety and Utilities

All licenses and inspections required by the USDA and any other regulated activity will be obtained and always maintained on-site. USDA will have dedicated office on-site.



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REAR YARD SETBACK	25'	SEE PLAN
SIDE YARD SETBACK	30'	SEE PLAN
MAX. LOT COVERAGE COVERAGE	75% MAX.	73%
BUILDING HEIGHT	45' MAX.	1 STORY

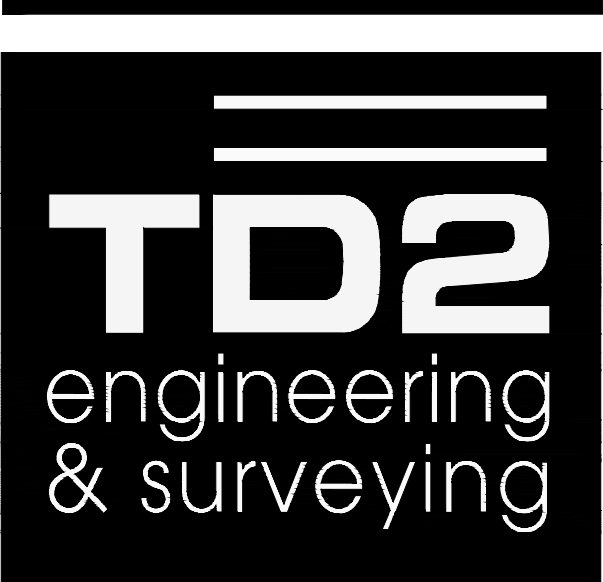
PHASE 2 & 3 - BUILDING / PARKING SUMMARY	
BUILDING S.F. / PARKING REQUIREMENTS	STALLS REQUIRED
OFFICE / 400 S.F.	2
FOOD SALES (LIMITED) / 3600 S.F.	6
WAREHOUSING / PROCESSING / 12,100 S.F.	2
TOTAL S.F. = 16,100 / TOTAL STALLS REQUIRED	19
TOTAL STALLS PROVIDED	37

EASEMENT LEGEND

- RIGHT-OF-WAY EASEMENT TO OMAHA PUBLIC POWER DISTRICT
- ACCESS EASEMENTS TO SPRINT SPECTRUM L.P.
- UTILITY EASEMENTS TO SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, OMAHA PUBLIC POWER DISTRICT, U.S. WEST COMMUNICATION, TELEPORT COMMUNICATIONS GROUP, AND ANY OTHER PUBLIC UTILITY COMPANY
- EASEMENT TO SARPY COUNTY, NEBRASKA A PERMANENT EASEMENT FOR THE PURPOSE OF STORM SEWER INLET AND THE SUBSEQUENT MAINTENANCE
- GRANT OF EASEMENT AND ASSIGNMENT OF LEASE BETWEEN RONALD L. BOWERS AND JANE H. BOWERS AND GLOBAL SIGNAL ACQUISITIONS IV LLC, A DELAWARE LIMITED LIABILITY COMPANY

LEGEND

- PROPERTY CORNER FOUND (3/4" CTP UNLESS NOTED)
- PROPERTY CORNER SET (5/8" REBAR W/CAP #693)
- TEMPORARY POINT
- RECORD DISTANCE
- MEASURED DISTANCE
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- FIBER OPTIC VAULT
- ELECTRICAL PANEL
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10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com
dba: TD2 Engineering & Surveying
NE CA-0199

McKay's Global Meats Facility

Project Location
7069 S 108th St .
La Vista NE 68128

McKay's Global Meats

Exhibit C

No.	Description	MM-DD-YY
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Drawn By:RTM Reviewed By: DSD
Job No.: 2444-126 Date: 05/28/2026

Phase 2 & 3 Site Layout



Sent
6/29/26

Notice of Public Hearing

City of La Vista

NOTICE IS HEREBY GIVEN, that the City Council of the City of La Vista, Nebraska, will hold a public hearing during the scheduled meeting on **July 21, 2026** beginning at 6:00 p.m. at the La Vista City Hall, 8116 Park View Blvd. for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for:

1. Conditional Use Permit: Manufacturing of Food and Kindred Products – 7069 S 108th Street, La Vista, NE 68128 – McKay's Global Meats

The agenda and all associated documents for this meeting can be found online at www.cityoflavista.org starting the Monday before the scheduled date. If you have any questions or would like further information, please contact the City of La Vista's Department of Community Development at (402) 593-6400.

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

108TH STREET LLC
4115 S 133RD ST
OMAHA, NE 68137

NEBRASKA BEEF LTD
4501 S 36TH ST
OMAHA, NE 68107

OLIVE STREET LLC
2204 ANNABELLE DR
BELLEVUE, NE 68123

REDZ LLC
2800 S 110TH CT #1
OMAHA, NE 68144

VCS LA VISTA PROPERTY I LLC
1511 BALTIMORE AVE STE 300
KANSAS CITY, MO 64108

MILLARD REAL ESTATE
10602 OLIVE ST
LA VISTA, NE 68128

GPI MANUFACTURING INC
2808 N 108TH ST
OMAHA, NE 68164

LJR 6949 LLC
6949 S 108TH ST
LA VISTA, NE 68128



State of Florida, County of Orange, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in the Counties of Sarpy, Bellevue, Cass, Papillion, Gretna, La Vista and Springfield, state of Nebraska and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Jul. 8, 2026

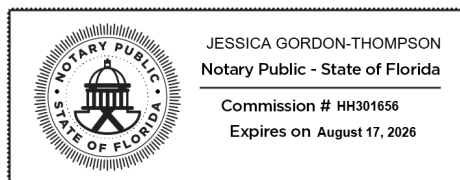
And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: **07/08/2026**

J. R.

Notary Public _____

Notarized remotely online using communication technology via Proof.

Printers Fee: **\$11.45**
Customer Number: 1013655
Order Number: COL-NE-904402

Notice of Public Hearing
City of La Vista

NOTICE IS HEREBY GIVEN, that the City Council of the City of La Vista, Nebraska, will hold a public hearing during the regularly scheduled City Council meeting on July 21, 2026, beginning at 6:00 p.m. at La Vista City Hall, 8116 Park View Blvd, La Vista, NE, for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for: Conditional Use Permit: Manufacturing of Food and Kindred Products – 7069 S 108th Street, La Vista, NE 68128 – McKay's Global Meats. The public is encouraged to attend.

Rachel Carl, CMC
City Clerk, City of La Vista
COL-NE-904402 7/8 ZNEZ



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: E

Subject:	Type:	Submitted By:
Ordinance - Create street improvement districts within the corporate limits to provide for improvements in said districts	Ordinance	Meg Harris, Finance Director

Synopsis

The City is requesting to create street improvement districts that align with the recommended FY26-FY28 Street Capital Improvement projects. The creation of these districts will allow the city to issue a general obligation bond to cover the cost of these improvements.

Fiscal Impact

N/A.

Recommendation

Motion to approve street improvement districts to provide for improvements in said improvement district.

Background

The FY26 budget and the FY27-FY31 Capital Improvement Plan include several street improvement projects that the City plans on using General Obligation Bonds to fund the projects. In order to issue the general obligation bond, the city is required to create street improvement districts for each of these areas. These districts will not levy any special assessments. In these districts, all projects will be paid through the general obligation bond.

Attachments

1. Ordinance - La Vista Improvement Districts

ORDINANCE NO. _____

AN ORDINANCE TO CREATE IMPROVEMENT DISTRICT NOS. 26-1, 26-2, 26-3, 26-4, 26-5, 26-6, 26-7, 26-8, 26-9, 26-10, 26-11, 26-12, 26-13, 26-14, 26-15, 26-16, AND 26-17 WITHIN THE CORPORATE LIMITS OF THE CITY OF LA VISTA, NEBRASKA; TO PROVIDE FOR IMPROVEMENTS IN SAID IMPROVEMENT DISTRICTS; TO PROVIDE FOR AN EFFECTIVE DATE; AND RELATED MATTERS.

BE IT ORDAINED by the Mayor and City Council of the City of La Vista, Nebraska, (the “City”) as follows:

Section 1: The Mayor and City Council hereby find and determine that it is advisable and necessary for certain improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to be made in the City as provided and described in this ordinance, and that it is necessary and appropriate to create an improvement district for such improvements pursuant to Section 16-617, R.R.S. Neb., as amended.

Section 2: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-1 (“District 26-1”)**, the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-1

- i. The improvements to be made in District 26-1 shall include but shall not be limited to the following (the “**District 26-1 Improvements**”):

Widening and paving improvements to Giles Road from and including the intersection of 120th Street on the east, then northwest to Interstate 80 interchange, which may include reconstruction of existing concrete, subgrade and shoulder improvements, drainage improvements, and all other improvements for such widening project.

- ii. The outer boundaries of District 26-1 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-1 Improvements.
- iii. The costs of the District 26-1 Improvements in District 26-1 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-1 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-1.

Section 3: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-2 (“District 26-2”)**, the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-2

- i. The improvements to be made in District 26-2 shall include but shall not be limited to the following (the “**District 26-2 Improvements**”):

Demolition, removal, and disposal of existing pedestrian trail and walkway structures and appurtenant sidewalk and paving in Kelly McMahon Park east of Kelly McMahon Field and running toward The Link adjacent to Central Park Plaza; grading and construction and installation of new underpass under 84th Street, sidewalk, paving, signage, electrical controllers, lighting, stairwells, ramps, and other crosswalk or pedestrian structures, appurtenances, ADA facilities, and other permanent facilities used in connection therewith.

- ii. The outer boundaries of District 26-2 are and shall be a line which traces the outer boundaries of the lots and lands which include Kelly McMahon Park, Central Park Plaza, and the parcels which adjoin Kelly McMahon Park and Central Park Plaza and which abut the District 26-2 Improvements.
- iii. The costs of the District 26-2 Improvements in District 26-2 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-2 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-2.

Section 4: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-3** (“**District 26-3**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-3

- i. The improvements to be made in District 26-3 shall include but shall not be limited to the following (the “**District 26-3 Improvements**”):

Rehabilitation of the following streets, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: Granville Parkway from and including the intersection of Elm Drive, then east and southeast to and including the intersection of Brentwood Drive; Mulberry Court from and including the intersection of Elm Drive, then west to the terminal point of Mulberry Court at the cul-de-sac; Honey Locust Drive from and including the intersection of Chinawood Avenue, then west across Elm Drive to the terminal point of Honey Locust Drive at the cul-de-sac; Bayberry Road from and including the intersection of Granville Parkway, then west across Elm Drive to the terminal point of Bayberry Road at the cul-de-sac; Brentwood Drive from and including the intersection of Elm Drive, then east to and including the intersection of 84th Street; Laurel Court from and including the intersection of Bayberry Road, then north to the terminal point of Laurel Court at the cul-de-sac; Hickory Court from and including the intersection of Bayberry Road, then south to the terminal point of Hickory Court at the cul-de-sac; Chinawood Avenue from and including the intersection of Brentwood Drive, then north across the intersection with Honey Locust Drive to the terminal point of Chinawood Avenue at the cul-de-sac; and South 87th Street from and including the intersection of Giles Road, then north to and including the intersection of Brentwood Drive.

- ii. The outer boundaries of District 26-3 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-3 Improvements.
- iii. The costs of the District 26-3 Improvements in District 26-3 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-3 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-3.

Section 5: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-4** (“**District 26-4**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-4

- i. The improvements to be made in District 26-4 shall include but shall not be limited to the following (the “**District 26-4 Improvements**”):

Rehabilitation of the following street, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: Valley Road from and including the intersection of Parkview Boulevard, then southeast to the terminal point of Valley Road at the cul-de-sac.
- ii. The outer boundaries of District 26-4 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-4 Improvements.
- iii. The costs of the District 26-4 Improvements in District 26-4 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-4 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-4.

Section 6: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-5** (“**District 26-5**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-5

- i. The improvements to be made in District 26-5 shall include but shall not be limited to the following (the “**District 26-5 Improvements**”):

Rehabilitation of the following streets, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: Gertrude Street

from and including the intersection of South 81st Street, then east to and including the intersection of South 80th Street; Emiline Street from and including the intersection of South 80th Street, then east to and including the intersection of South 78th Street; South 81st Street from and including the intersection of Gertrude Street, then south to and including the intersection of Parkview Boulevard; South 80th Street from and including the intersection of Harrison Street, then south past the intersection of Gertrude Street to the terminal point of South 80th Street at the cul-de-sac; and South 79th Street from and including the intersection of Emiline Street, then south to and including the intersection of South 78th Street.

- ii. The outer boundaries of District 26-5 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-5 Improvements.
- iii. The costs of the District 26-5 Improvements in District 26-5 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-5 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-5.

Section 7: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-6** (“**District 26-6**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-6

- i. The improvements to be made in District 26-6 shall include but shall not be limited to the following (the “**District 26-6 Improvements**”):

Rehabilitation of the following streets, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: Joseph Avenue from and including the intersection of Terry Drive, then east to and including the intersection of South 72nd Street; 74th Street from and including the intersection of Josephine Street, then south to and including the intersection of Joseph Avenue; James Avenue from and including the intersection of Joseph Avenue, then southeast to and including the intersection of South 72nd Street; Frederick Avenue from and including the intersection of James Avenue, then east to and including the intersection of South 72nd Avenue; Ira Court from and including the intersection of James Avenue, then east to and including the terminal point of Ira Court at the cul-de-sac; 73rd Avenue from and including the intersection of Frederick Avenue, then south to and including the intersection of James Avenue; and 72nd Avenue from and including the intersection of Frederick Avenue, then south to and including the intersection of James Avenue.

- ii. The outer boundaries of District 26-6 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-6 Improvements.

- iii. The costs of the District 26-6 Improvements in District 26-6 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-6 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-6.

Section 8: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-7** ("**District 26-7**"), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-7

- i. The improvements to be made in District 26-7 shall include but shall not be limited to the following (the "**District 26-7 Improvements**"):

Rehabilitation of the following streets, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: Cottonwood Avenue from and including the intersection with Edgewood Boulevard, then southeast to and including the intersection with Greenleaf Drive; Edgewood Boulevard from and including the intersection with Cottonwood Avenue, then southwest to and including the intersection with Marisu Lane Court; Marisu Lane Court from and including the intersection with Edgewood Boulevard, then southeast to the terminal point of Marisu Lane Court at the cul-de-sac; South 76th Avenue from and including the intersection of Valley Road, then south to and including the intersection with Cottonwood Avenue; Valley Road from and including the intersection with South 76th Avenue, then east to and including the intersection of Braun Avenue; Braun Avenue from and including the intersection with Valley Road, then south and east to and including the intersection of Greenleaf Drive; Meadow Lane from and including the intersection of Braun Avenue, then south to and including the intersection of Greenleaf Drive; Magnolia Court from and including the intersection with Cottonwood Avenue, then southwest to the terminal point of Magnolia Court at the cul-de-sac; Briar Court from and including the intersection with Cottonwood Avenue, then southwest to the terminal point of Briar Court at the cul-de-sac; Rosewood Lane Court from and including the intersection with Cottonwood Avenue, then southwest to the terminal point of Rosewood Lane Court at the cul-de-sac; and Birch Court from and including the intersection with Cottonwood Avenue, then southwest to the terminal point of Birch Court at the cul-de-sac.

- ii. The outer boundaries of District 26-7 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-7 Improvements.
- iii. The costs of the District 26-7 Improvements in District 26-7 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-7 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-7.

Section 9: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-8** (“**District 26-8**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-8

- i. The improvements to be made in District 26-8 shall include but shall not be limited to the following (the “**District 26-8 Improvements**”):

Rehabilitation of the following street, which may include removal and replacement of certain segments of concrete panels and associated or related improvements: Giles Road from and including the intersection of 108th Street, then east to and including the intersection of 72nd Street.

- ii. The outer boundaries of District 26-8 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-8 Improvements.
- iii. The costs of the District 26-8 Improvements in District 26-8 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-8 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-8.

Section 10: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-9** (“**District 26-9**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-9

- i. The improvements to be made in District 26-9 shall include but shall not be limited to the following (the “**District 26-9 Improvements**”):

Rehabilitation of the following street, which may include removal and replacement of certain segments of concrete panels and associated or related improvements: Harrison Street from and including the intersection with South 115th Street, then east to and including the intersection with 107th Street.

- ii. The outer boundaries of District 26-9 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-9 Improvements.
- iii. The costs of the District 26-9 Improvements in District 26-9 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.

- iv. The costs of the District 26-9 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-9.

Section 11: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-10** (“**District 26-10**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-10

- i. The improvements to be made in District 26-10 shall include but shall not be limited to the following (the “**District 26-10 Improvements**”):

Rehabilitation of the following street, which may include removal and replacement of certain segments of concrete panels and associated or related improvements: Harrison Street from and including the intersection with South 96th Street, then east to the city limits of the City east of South 70th Street.

- ii. The outer boundaries of District 26-10 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-10 Improvements.
- iii. The costs of the District 26-10 Improvements in District 26-10 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-10 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-10.

Section 12: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-11** (“**District 26-11**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-11

- i. The improvements to be made in District 26-11 shall include but shall not be limited to the following (the “**District 26-11 Improvements**”):

Rehabilitation of the following streets, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: South 110th Street from and including the intersection of Harrison Street, then south and southeast to and including the intersection of Skinner Drive; Emiline Street from and including the intersection of South 110th Street, then east to and including the intersection with South 108th Street; South 109th Street from and including the intersection of Harrison Street, then south to and including the intersection of Skinner Drive; Skinner Drive from and including the intersection of South 110th Street, then east to and including the intersection of 108th Street; South 109th Avenue from and including the intersection of Skinner Drive, then south to and including the intersection of Olive Street; Olive Street from and including the intersection of South 109th Avenue, then east across the

intersection with South 107th Street to its terminal point; South 107th Street from and including the intersection of Harrison Street, then south to and including the intersection of Olive Street; Gertrude Street from and including the intersection of 108th Street, then east across South 107th Street to the terminal point of Gertrude Street at the cul-de-sac; 108th Street from and including the intersection of Olive Street, then south to and including the intersection of Chandler Road; and Chandler Road from and including the intersection of South 108th Street, then east and north to the City limits.

- ii. The outer boundaries of District 26-11 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which about the District 26-11 Improvements.
- iii. The costs of the District 26-11 Improvements in District 26-11 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-11 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-11.

Section 13: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-12** (“**District 26-12**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-12

- i. The improvements to be made in District 26-12 shall include but shall not be limited to the following (the “**District 26-12 Improvements**”):

Rehabilitation of the following streets, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: Valley Road from and including the intersection with 72nd Street extending east to its terminal point east of South 70th Street; Balsam Court from and including the intersection with Valley Road, extending south to the terminal point of Balsam Court at the cul-de-sac; South 70th Street Circle from and including the intersection with Valley Road, extending north to the terminal point of South 70th Street Circle at the cul-de-sac; South 71st Avenue from and including the intersection of Valley Road, then south to and including the intersection of La Vista Drive; Primrose Court from and including the intersection with South 71st Avenue, extending southwest to the terminal point of Primrose Court at the cul-de-sac; Michelle Avenue from and including the intersection with South 72nd Street, then east to and including the intersection of South 66th Street; South 67th Court from and including the intersection with Michelle Avenue, then south to the terminal point of South 67th Court at the cul-de-sac; South 71st Street from and including the intersection of Heartwood Road, then south to and including the intersection of Michelle Avenue; Crabapple Court from and including the intersection with South 71st Street, then east to the terminal point of Crabapple Court at the cul-de-sac; Wildwood Court from and including the intersection with South 71st Street, then east to the terminal point of Wildwood Court at the cul-de-sac; La Vista Drive from and including the intersection of Heartwood Road, then southwest to and including the intersection of Michelle Avenue; La Vista Drive from and including the intersection of Michelle

Avenue south to its terminal end point at Giles Road; Hillcrest Lane Court from and including the intersection with La Vista Drive, then northwest to the terminal point of Hillcrest Lane Court at the cul-de-sac; South 70th Street from and including the intersection of Valley Road, then south to and including the intersection of Michelle Avenue; Aspen Court from and including the intersection of South 70th Street, then west to the terminal point of Aspen Court at the cul-de-sac; Hill Crest Lane from and including the intersection of La Vista Drive, then east to and including the intersection of South 66th Avenue; South 68th Court from and including the intersection with Hill Crest Lane, then north to the terminal point of South 68th Court at the cul-de-sac; Heartwood Road from and including the intersection of South 69th Street, then east to and including the intersection of South 66th Street, together with South 68th Avenue Circle, South 68th Street and South 67th Street Circle cul-de-sacs extending south from Heartwood Road to their terminal points; Crabapple Street from and including the intersection of South 69th Street, then east to and including the intersection of South 66th Avenue, together with South 68th Avenue Court cul-de-sac extending north to its terminal point; Aspen Street from and including the intersection of South 68th Street, then east to and including the intersection of South 66th Avenue; South 69th Street from and including the intersection of Heartwood Road, then south to and including the intersection of Giles Road; South 68th Street from and including the intersection of Aspen Street, then south to and including the intersection of Michelle Avenue; South 66th Avenue from and including the intersection of Hill Crest Lane, then north to and including the intersection of Heartwood Road; and South 66th Avenue Court from and including the intersection of South 66th Avenue, extending south to the terminal point at the cul-de-sac.

- ii. The outer boundaries of District 26-12 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-12 Improvements.
- iii. The costs of the District 26-12 Improvements in District 26-12 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-12 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-12.

Section 14: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-13** (“**District 26-13**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-13

- i. The improvements to be made in District 26-13 shall include but shall not be limited to the following (the “**District 26-13 Improvements**”):

Rehabilitation of the following street, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: 84th Street from

and including the intersection of Harrison Street, then south to and including the intersection of Giles Road.

- ii. The outer boundaries of District 26-13 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-13 Improvements.
- iii. The costs of the District 26-13 Improvements in District 26-13 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-13 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-13.

Section 15: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-14 (“District 26-14”)**, the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-14

- i. The improvements to be made in District 26-14 shall include but shall not be limited to the following (the “**District 26-14 Improvements**”):

Rehabilitation of the following streets, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: Brentwood Drive from and including the intersection with 108th Street, then east to and including the intersection of South 96th Street; Brentwood Court from and including the intersection with Brentwood Drive, then southeast to the terminal point of Brentwood Court at the cul-de-sac; South 97th Circle from and including the intersection with Brentwood Drive, then northeast to the terminal point of South 97th Circle at the cul-de-sac; South 107th Street from and including the intersection of Brentwood Drive, then south to and including the intersection of Giles Road; South 106th Street from and including the intersection of Brentwood Drive, then south to and including the intersection of Hillcrest Drive; South 105th Street from and including the intersection of Brentwood Drive, then south to and including the intersection of Hillcrest Drive; South 104th Street from and including the intersection of Brentwood Drive, then south to and including the intersection of Hillcrest Drive; South 103rd Street from and including the intersection of Brentwood Drive, then south to and including the intersection of Giles Road; South 103rd Circle from and including the intersection with South 103rd Street, then southeast to the terminal point of South 103rd Circle at the cul-de-sac; Hillcrest Drive from and including the intersection of South 107th Street, then east to and including the intersection of South 103rd Street; South 101st Street from and including Brentwood Drive intersection, then south to and including the intersection of Giles Road; Gary Circle from and including the intersection with South 101st Street, then west to the terminal point of Gary Circle at the cul-de-sac; Idora Street from and including the intersection of South 101st Street, then east to and including the intersection of Brentwood Drive; Henry Circle from and including the intersection with Idora Street, then northwest to the terminal point of

Henry Circle at the cul-de-sac; Floyd Street from and including the intersection of South 101st Street, then east and southeast to and including the intersection of Hillcrest Plaza; 99th Street from and including the intersection of Hillcrest Plaza, then south to and including the intersection of Giles Road; Durkop Street from and including the intersection of South 101st Street, then southeast to and including the intersection of Gary Street; Gary Street from and including the intersection of South 101st Street, then east to and including the intersection of Floyd Street; South 100th Circle from and including the intersection with Gary Street, then southeast to the terminal point of South 100th Circle at the cul-de-sac; South 99th Street from and including the intersection of Brentwood Drive, then north to and including the intersection of Melissa Street; South Wendy Circle from and including the intersection with South 99th Street, then east to the terminal point of South Wendy Circle at the cul-de-sac; Melissa Circle from and including the intersection with South 99th Street, then northwest to the terminal point of Melissa Circle at the cul-de-sac; Melissa Street from and including the intersection of South 99th Street, then east to and including the intersection of South 96th Street; South 98th Street from and including the intersection of Melissa Street, then south to and including the intersection of Brentwood Drive; Val Verde Drive from and including the intersection of Giles Road, then south and southeast to and including the intersection of South 97th Street; South 97th Circle from and including the intersection with Val Verde Drive, then northeast to the terminal point of South 97th Circle at the cul-de-sac; South 100th Street from and including the intersection of Val Verde Drive, then west and south to and including the intersection of South 99th Street; South 99th Circle from and including the intersection of South 100th Street, then east and south to the terminal point of South 99th Circle at the cul-de-sac; South 99th Street from and including the intersection of West Centennial Road, then south to and including the intersection of South 100th Street; South 98th Circle from and including the intersection of Val Verde Drive, then south to the terminal point of South 98th Circle at the cul-de-sac; South 98th Street from and including the intersection of Val Verde Drive, then south to and including the intersection of West Centennial Road; South 97th Avenue from and including the intersection of Val Verde Drive, then south to and including the intersection of West Centennial Road; South 97th Street from and including the intersection of Val Verde Drive, then south to and including the intersection of West Centennial Road; Bailey Road from and including the intersection of South 97th Street, then east to and including the intersection of South 96th Street; and West Centennial Road from a point at the city limits west of 100th Street, then east and southeast to and including the intersection of 96th Street.

- ii. The outer boundaries of District 26-14 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-14 Improvements.
- iii. The costs of the District 26-14 Improvements in District 26-14 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-14 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-14.

Section 16: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-15** (“**District 26-15**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-15

- i. The improvements to be made in District 26-15 shall include but shall not be limited to the following (the “**District 26-15 Improvements**”):

Rehabilitation of the following streets, which may include surface milling, removal and replacement of certain segments of concrete base or concrete panels, curbing, guttering, asphalt overlay, and associated or related improvements: Braun Street from and including the intersection of South 75th Avenue, then east to and including the intersection of South 72nd Avenue; 72nd Avenue from and including the intersection with Braun Street, then south to and including the intersection of Michelle Avenue; Michelle Avenue from and including the intersection with Greenleaf Drive, then east to and including the intersection of South 72nd Street; Peters Street from and including the intersection of South 75th Avenue, then east to and including the intersection of South 72nd Avenue Circle; Meadow Lane from and including the intersection of South 75th Avenue, then east to and including the intersection of South 74th Street; South 75th Avenue from and including the intersection of Braun Street, then south to and including the intersection with Giles Road; South 74th Street from and including the intersection of Peters Street, then south to and including the intersection of Giles Road; South 74th Avenue Circle from and including the intersection of Meadow Lane, then south to the terminal point of South 74th Avenue Circle at the cul-de-sac; South 73rd Avenue Circle from and including the intersection of Peters Street, then south to the terminal point of South 73rd Avenue Circle at the cul-de-sac; and South 72nd Avenue Circle from and including the intersection of Michelle Avenue, then south to the terminal point of South 72nd Avenue Circle at the cul-de-sac.

- ii. The outer boundaries of District 26-15 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-15 Improvements.
- iii. The costs of the District 26-15 Improvements in District 26-15 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-15 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-15.

Section 17: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-16** (“**District 26-16**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-16

- i. The improvements to be made in District 26-16 shall include but shall not be limited to the following (the “**District 26-16 Improvements**”):

Rehabilitation of the following street, which may include repair and replacement of bridge structures, bridge deck improvements, surface milling, and associated or related improvements: Olive Street from and including the intersection of South 118th Street, then northeast to and including the intersection of Skinner Drive.

- ii. The outer boundaries of District 26-16 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-16 Improvements.
- iii. The costs of the District 26-16 Improvements in District 26-16 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-16 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-16.

Section 18: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City **Improvement District No. 26-17 (“District 26-17”)**, the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-17

- i. The improvements to be made in District 26-17 shall include but shall not be limited to the following (the “**District 26-17 Improvements**”):

Rehabilitation of the following street, which may include repair and replacement of bridge structures, bridge deck improvements, surface milling, and associated or related improvements: Harrison Street from and including the intersection of South 124th Circle, then east to and including the intersection of South 118th Street.

- ii. The outer boundaries of District 26-17 are and shall be a line which traces the outer boundaries of the entirety of the lots, lands, and parcels of real property which abut the District 26-17 Improvements.
- iii. The costs of the District 26-17 Improvements in District 26-17 are intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended.
- iv. The costs of the District 26-17 Improvements are hereby determined to be of general benefit to the City and therefore no special assessments shall be levied upon the property in District 26-17.

Section 19: That the contract for services, material, and labor for such improvements shall be or has been advertised for bids as required by law.

Section 20: This Ordinance shall be in full force and effect after its publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ____ day of _____, 2026.

CITY OF LA VISTA

Mayor

Attest:

City Clerk



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: F

Subject:	Type:	Submitted By:
Ordinance - Bond Issuance - General Obligation Bond	Ordinance	Meg Harris, Finance Director

Synopsis

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

Fiscal Impact

It is anticipated that the City will act as the dispersing agent for the bond issue, which will not exceed \$14.5 million. The FY26 budget had a \$12M bond in it, after reviewing projects the decision was made to do one General Obligation bond for projects starting in FY26 and running through FY28, increasing the bond issuance to \$14.5M.

Recommendation

Motion to approve the issuance of a \$14.5M General Obligation Bond.

Background

The City has reviewed the FY26 Capital Improvement Budget and the FY27-FY31 Capital Improvement Plan and determined that in order to accomplish the street/road improvement projects through FY28 we would need to issue a \$14.5M General Obligation Bond. These projects are located in the new street improvement districts and align with the City's Strategic Plan and include:

Central Park Boardwalk Ramp
Giles Road Widening
Bridge Deck Maintenance
Hell Creek Rehab at Olive St.
UBAS Projects
Asphalt Overlay Projects
Concrete Panel Replacement Projects
West Papio Southport Connector

Attachments

1. Ordinance - 2026 La Vista GO Bonds (Streets)

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$14,500,000 TO PROVIDE FINANCING FOR THE COSTS OF IMPROVEMENTS IN CERTAIN IMPROVEMENT DISTRICTS IN AND FOR THE CITY; PRESCRIBING CERTAIN TERMS AND FORM OF SUCH BONDS AND PROVIDING FOR THE SETTING OF CERTAIN TERMS AND FORM OF SUCH BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS

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

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

(a) The City has plans for the construction of certain improvements to streets, alleys, sidewalks, public ways, or other public spaces as described in Section 16-617, R.R.S. Neb., as amended, which improvements may include, but not be limited to, paving, repaving, graveling, grading, curbing, guttering, and the construction and replacement of pedestrian walks, plazas, malls, landscaping, lighting systems, and permanent facilities with a total estimated cost of \$14,500,000.

(b) The Council has created Improvement District Nos. 26-1, 26-2, 26-3, 26-4, 26-5, 26-6, 26-7, 26-8, 26-9, 26-10, 26-11, 26-12, 26-13, 26-14, 26-15, 26-16, 26-17, and may create additional improvement districts, (the **“Districts”**) all by one or more separate ordinances (the **“District Ordinance”**) pursuant to Section 16-617, R.R.S. Neb., as amended, for all or a portion of the improvements referenced in subparagraph (a) above in such Districts (such portion of the improvements herein referred to as the **“Projects”**), and the Projects in the Districts shall be funded at public cost with no levy of special assessments against the properties included in each such District.

(c) The costs of the Projects in the Districts are hereby determined and confirmed to be of general benefit to the City, as provided in the District Ordinance, and such costs, together with legal, fiscal, financing and miscellaneous expenses, shall be funded in whole or in part through the issuance of improvement bonds pursuant to Section 16-623, R.R.S. Neb., as amended.

(d) All conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation bonds of the City in the amount of not to exceed \$14,500,000 pursuant to Section 16-623, R.R.S. Neb., as amended, for the purpose of paying the costs of the Projects and related expenses heretofore described, and have been done in due form and time as required by law.

Section 2. (a) To provide funds for the purpose of paying the costs or reimbursing the City for the costs of the Projects as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the general obligation bonds of the City in one or more series, in the aggregate stated principal amount of not to exceed \$14,500,000 (the **“Bonds”**); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount, and in no event shall the Bonds be issued in an amount which exceeds the expected costs of the Projects to be funded from proceeds of the Bonds. The Bonds may be issued in one or more series, may be issued from time to time, and each series shall consist of fully registered bonds without coupons, numbered from **R-1** upward, in denominations of **\$5,000** or any integral

multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Section 5**. The Bonds shall be dated the date of delivery thereof (the “**Date of Original Issue**”), shall be due and payable serially on the dates and in the amounts, and shall bear interest at the rates per annum all as provided in the Designation (described herein).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co. as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator, Assistant City Administrator, Director of Administrative Services, and Finance Director (each, an “**Authorized Officer**”) are each hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”) the following matters for each series of Bonds: (i) the aggregate purchase price of the Bonds, and the underwriting discount or fee which shall not exceed 0.75% of the aggregate stated principal amount of the Bonds; (ii) the form and contents of any bond purchase agreement in connection with such sale; (iii) the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), and the final maturity date, which shall not be later than the twentieth (20th) anniversary of the date of original issue of each series of Bonds; (iv) the principal amounts maturing in each year; (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of each series of the Bonds shall not exceed 5.25%; (vi) the principal payment dates and interest payment dates of the Bonds; (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption; (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds; (ix) the designation of the Registrar and the form and content of any agreement between the City and such entity; (x) whether a Bond Insurance Policy will be obtained for a series of Bonds, the identity of the Bond Insurer, and the terms required for any such Bond Insurance Policy pursuant to Section 17 of this Ordinance; and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof at any time on or after the fifth anniversary of the Date of Original Issue (or on such other date as determined in the Designation), as a whole, or in part from time to time in such principal amount and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and in the event that less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot, at a redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

The Bonds shall be redeemed in whole multiples of \$5,000 and if any Bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Ordinance.

Notice of redemption of Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption to the registered owners at their most recent addresses appearing upon the books of registry, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the holder of any Bond, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated

redemption date. The City shall give written notice to the Registrar of its election to redeem Bonds at least forty-five days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the City with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as provided on or before the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption, and shall continue to be protected by this Ordinance and entitled to the benefits and security hereof.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually as determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

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

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

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

Section 5. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF LA VISTA
GENERAL OBLIGATION BOND, SERIES 2026

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2026	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ **DOLLARS**

The **CITY OF LA VISTA, NEBRASKA** (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding the date on which interest on this bond is payable (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose becomes available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then

unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of _____ Thousand Dollars (\$ _____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing financing for improvements in the City's Improvement District Nos. 26-1, 26-2, 26-3, 26-4, 26-5, 26-6, 26-7, 26-8, 26-9, 26-10, 26-11, 26-12, 26-13, 26-14, 26-15, 26-16, and 26-17, pursuant to Section 16-623, Reissue Revised Statutes of Nebraska, as amended, and paying the costs of issuance of the series of bonds of which this bond is one. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance Nos. _____, _____, and _____ of the City (together, the "**Ordinance**") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the City, including this bond, does not exceed any statutory limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest on said bonds as the same becomes due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF LA VISTA, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

_____, Bond
Registrar and Paying Agent

By: _____

[The remainder of this page intentionally left blank]

ASSIGNMENT

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the books kept by the Registrar for the
registration thereof, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR 240.17
Ad-15))

By: _____
Title: _____

Section 6. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

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

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

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

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

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

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

(i) any successor securities depository or its nominee;

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

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

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. An Authorized Officer, or one or more of them, shall designate the Bond Registrar and Paying Agent (the "**Registrar**") for the Bonds in the Designation. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon

any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer Bonds for a period of 16 days next preceding any interest or principal payment date or to transfer any Bonds for a period of 30 days next preceding any date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved.

Section 9. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 10. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to Underwriter.

Section 11. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby

authorizes the Authorized Officers to covenant and agree to take all actions necessary under the Code to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 12. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the “Continuing Disclosure Undertaking”) in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 13. The proceeds of the Bonds shall be deposited with the City and applied to pay the costs of the improvements in the Districts as described in Section 1 hereof, and issuance expenses for the Bonds. Pending such application the City Treasurer may hold such proceeds.

Section 14. The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 15. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs each Authorized Officer, the City Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including, without limitation, and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs each Authorized Officer the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to

effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 16. The Mayor and Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 17. The Authorized Officers are authorized to obtain an insurance policy (the “**Bond Insurance Policy**”) issued by a provider of bond insurance determined appropriate by an Authorized Officer (the “**Bond Insurer**”) guaranteeing the scheduled payment of the principal of and interest on the Bonds covered by the Bond Insurance Policy, and take any and all actions necessary or appropriate in connection with obtaining such Bond Insurance Policy. Notwithstanding any other provision of this Ordinance to the contrary, the provisions agreed to by an Authorized Officer with respect to the Bond Insurance Policy with the Bond Insurer shall govern with respect to the applicable Bonds.

Section 18. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 19. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 20. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 21. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED: _____, 2026.

CITY OF LA VISTA, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: G

Subject:	Type:	Submitted By:
Resolution - Professional Services Agreement - Addendum No. 1 - ABM Industry Groups	Resolution	Rita Ramirez, Assistant City Administrator

Synopsis

A resolution has been prepared to authorize the approval of Addendum No. 1 to the professional services agreement with ABM Industry Groups, LLC, Ralston, NE for public parking management services.

Fiscal Impact

The FY25/FY26 Biennial Budget provides funding for this contract. The original contract amount was a not-to-exceed amount of \$216,218 for all operating expenses outlined in the contract plus nonrecurring fees such as snow removal and repairs. An annual increase of 3% or the Midwest Consumer Price Index, whichever is less, is permitted in the contract as well.

Recommendation

A motion to approve the resolution authorizing a one-year extension to the contract with ABM Industry Groups, LLC

Background

After soliciting proposals through an RFP process, in August of 2019, the City Council approved an initial three-year agreement with ABM Industry Group, LLC to provide parking management services for Parking Structure No. 1, as well as the public on-street parking areas in City Centre. In 2020 the contract was extended for a period of one year in anticipation of the opening of Parking Structure No. 2.

A new three-year agreement with ABM was executed in 2023 with the addition of Parking Structure No. 2. This agreement included a clause allowing for two, one-year extensions. ABM is a national firm with a reputation for effective management of parking facilities. The firm maintains a local office in Ralston from which they service multiple other contracts within the Omaha Metro area. Their knowledge and experience have been invaluable as the City navigated through its first experience with operating paid public parking. Their management services include all of the fee collection and remittance from both ticketed and permit parking, parking equipment (gate) management, parking assistance for all events at the Astro, and daily monitoring and maintenance of the parking structures. Starting later this summer, they will be assisting with on-street parking enforcement issues as well due to legislation passed this year.

Due to the extensive knowledge ABM has regarding our parking systems and the exceptional service they have provided, it is recommended that Council approve Addendum No. 1 to the existing professional services agreement that would extend the term of the agreement to July 31, 2027 and add the City's surface parking lot, which was constructed after the original agreement was approved.

Attachments

1. Resolution - Approve Addendum One to ABM Agreement for Parking Management Services
2. Agreement-ABM 08.01.2023
3. Amended Map

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPROVAL OF ADDENDUM ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH ABM INDUSTRY GROUPS, LLC, RALSTON, NEBRASKA, FOR PUBLIC PARKING MANAGEMENT SERVICES.

WHEREAS, the City Council of the City of La Vista has determined that public parking services are necessary for Parking Structure No.1, Parking Structure No. 2, City Centre Surface Parking Lot and on-street public parking areas in the City Centre development; and

WHEREAS, an agreement was executed in July of 2023 with ABM Industry Groups, LLC to provide public parking management services for a period of three years; and

WHEREAS, Article 1 of the above-referenced agreement allows for two, one-year extensions of the Agreement; and

WHEREAS, ABM has provided valuable expertise and exceptional service in the setup and management of our public parking facilities, and

WHEREAS, it is the desire of the City Council to continue the City's relationship with ABM Industry Groups, LLC and ;

WHEREAS, the Off-Street Parking budget includes funding for these services.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, to approve Addendum One to the professional services agreement with ABM Industry Groups, LLC, Ralston, Nebraska, for public parking services.

PASSED AND APPROVED THIS 21ST DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel Carl, CMC
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 1st day of August, 2023 ("effective date") by and between the City of La Vista, Nebraska a municipal corporation, (hereinafter "the City") and ABM Industry Groups, LLC (a Delaware limited liability company authorized to transact business in Nebraska and subsidiary of ABM Industries Inc., a Delaware corporation authorized to transact business in Nebraska, hereinafter "Contractor").

WITNESSETH:

WHEREAS, The City is the owner of certain on-street public parking facilities located within the right-of-way along Main Street, Barmettler Drive and City Centre Drive in La Vista, Nebraska as described or depicted in Exhibit A; and

WHEREAS, The City is the owner of two public off-street parking structures; Structure No. 1 is located at 8121 City Centre Drive, and Structure No. 2 is located at 7875 So. 84th Street in La Vista, Nebraska as described or depicted in Exhibit A (together the on-street public parking facilities and public off-street parking structures are referred to herein as "Parking Facilities"); and

WHEREAS, Contractor has agreed to operate and maintain said facilities and structures in accordance with the terms and provisions of this AGREEMENT.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 – TERM

Initial Term:

The AGREEMENT shall commence on the effective date above and will be in effect until July 31, 2026.

Option Term(s):

The City shall have the option to extend the initial term of the agreement in one (1) year increments for a period not to exceed two (2) additional years. The City shall notify the Contractor of its intention to exercise the option to extend at least ninety (90) days prior to the end of each term.

ARTICLE 2 – SITES

The Contractor shall operate and maintain the Parking Facilities. This AGREEMENT may be expanded to include other sites as agreed upon in writing by both parties.

ARTICLE 3 – DUTY TO OPERATE

The City shall at all times retain authority to elect to exercise control over the Parking Facilities covered by this document, and the operations conducted therein. Contractor shall perform the duties described herein in a manner that is subordinate to the City and is consistent with policies and directives of the City. Subject to such policies and directives, Contractor shall determine the means and methods of carrying out its duties under this Agreement. The contractor's duties shall include, but are not limited to, the following:

A. General

1. Manage and supervise the operation of the Parking Facilities subject to, governed by, conditioned upon, and in accordance with all the terms and provisions of this Agreement.
2. Keep the Parking Facilities open for public parking during such days and hours as may be specified in writing by the City Administrator or her/his designee (the "Parking Manager"), who shall be the designated point of contact for City under this Agreement.
3. Provide and maintain established standards of public health and cleanliness established by the Parking Manager.
4. Contractor shall use its best efforts to keep all areas of the Parking Facilities in good order and repair and in good and safe condition.
5. Regulate and supervise the parking of motor vehicles in the Parking Facilities in such manner as will facilitate the orderly, efficient, fast and safe parking of such vehicles and prevent obstruction of traffic on adjoining streets.
6. Treat all members of the general public with courtesy.
7. Charge and collect, on behalf of City, all daily fees, as City may from time to time prescribe, for the parking of motor vehicles in the Parking Facilities by any person whatsoever, including officers and employees of the City, Sarpy County, State of Nebraska, the United States Government, any public agency or district, and any private firm or corporation.
8. Pay and account to the Parking Manager, for all daily fees collected for parking and parking validations in strict accordance with the provisions of this Agreement and generally accepted accounting principles.
9. Keep and maintain adequate internal controls to assure that all daily fees to which City is entitled by operation of the Parking Facilities are received, accounted for and paid to City.
10. Keep and maintain all books, records and accounts hereinafter specified, and present to City all records and reports as specified in this Agreement. Any reports and other material prepared by or on behalf of Contractor under this Agreement (collectively, the "Documents") shall be and remain the property of Contractor. City may request copies of such Documents, and Contractor agrees to provide copies of such documents, which may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Contractor. Contractor shall maintain in accordance with recognized accounting practices, throughout the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement, all records pertaining to Revenues and Operating Expenses (including without limitation the Base Management Fee) for the term hereof. Upon reasonable notice to Contractor, Parking Manager or its designated agent may examine any of Contractor's records relating to the management and operation of the Parking Facilities and shall have the right to audit the same at any time during the term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement. The cost of any such audit shall be borne by City unless such audit discloses an error

or inaccuracy in favor of Contractor in excess of five percent (5%) of stated income or expense, in which case Contractor shall pay for the cost of such audit. Additionally, interest (at 8%) on the amount disclosed in the audit shall be applied. Any adjustment in amounts due or owing by either Parking Manager or Contractor shall be paid within thirty (30) days following receipt of the audit report. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

11. Do all other things reasonably necessary for the safe and efficient operation of the Parking Facilities.

12. Operate and provide routine custodial maintenance of the Parking Facilities in accordance with the provisions of an operations manual to be approved by Parking Manager.

13. Maintain a good working, business relationship with the City as the client and owner of the Parking Facilities and keep the Parking Manager current and fully advised on all requests, complaints, or problems with any business entities, customers, or other individuals or agencies and the status of the parking operations in general.

14. Obtain prior approval from the Parking Manager for any special request for parking or parking fees, parking fee discounts, parking validations, or any other arrangements or Agreements for additional services or augmentations to the terms of this Agreement.

15. Upon request by the Parking Manager, representative(s) of Contractor responsible for supporting and overseeing operations shall meet with Parking Manager and participate in an inspection of the Parking Facilities and confer on the status of operations and possible improvements.

B. Quality of Services Rendered.

1. Contractor shall reasonably ensure that customers receive consistently high levels of service and that they experience no undue delays in entering or leaving the Parking Facilities.

2. Contractor shall gather information necessary to identify service demands and shall assign sufficient staff to operate the Parking Facilities in such a way that service demands are met. Contractor shall also verify the readiness of equipment needed such that it is in good working order and available as needed.

3. Contractor shall reasonably ensure all employees maintain professional grooming standards and are in full uniform, including City branded equipment upon request by the City Administrator or designee, while on duty.

4. Contractor shall reasonably ensure that all parking equipment is clean and in good working order at all times.

5. Contractor shall reasonably ensure that the restrooms, storage areas, equipment rooms, and the Contractor's work space are clean and maintained in a professional manner at all times.

C. Hours of Operation

1. The Off-Street Parking Facilities shall be opened and operational for public parking 365 days per year.

Scott – I think we want to leave this in based on a follow-up conversation I had with the City Administrator. At some point I think she is going to want you to start monitoring and putting warning tags on vehicles, much to the chagrin of our PD. As things start to build out this will be a means of at least starting some type of "enforcement" effort. I believe we will be pursuing legislation to let us transfer ticket writing authority to you as well, so it is probably prudent to leave that in there. If it changes the budget number let me know. 2. The hours of operation of the Parking Facilities may be revised from time to time by the La Vista City Council. Written notification of any approved changes will be provided to the Operator by the Parking Manager.

D. Enforcement

1. The contractor shall monitor compliance with the City's time-limits for on-street parking and report any violations to the Uniform Patrol Bureau of the La Vista Police Department.
2. All violations should be logged by the contractor, noting the license plate number, make, and model of the violating vehicle.

E. Parking Fees

1. Subject to change from time to time by the La Vista City Council, the parking fees and charges that are to be collected by Contractor for each automobile or other vehicle parked in the Parking Facilities are attached hereto as Exhibit B, which is incorporated herein by reference,
2. Notification of changes to the parking fees and charges will be provided to the Contractor in writing.
3. Contractor shall not collect any other parking rate or charges and shall not charge for any service not set forth in this Agreement unless authorized by written notification from the Parking Manager.

F. Use of Parking Access Revenue Control (PARCS) Equipment

Contractor shall operate the Parking Facilities consistent with the City's Parking Access Revenue Control System, hereinafter referred to as the "PARCS system", and according to the procedures required by the Parking Manager. The PARCS System, including any Software, will not be copied, modified, sold, or made available, for any reason, to a third party. Contractor shall defend, indemnify and hold harmless the City pursuant to the Indemnification provisions of this Agreement with respect to any claims that arise from any such copying, modification, sale or other distribution of the PARCS system software. As specified by the Parking Manager, certain report forms and procedures shall be used in conjunction with the PARCS system. Any modifications of said reports and procedures shall be subject to prior approval and authorization from the Parking Manager.

G. Deposits of Cash Receipts

Any and all monies charged or collected by Contractor for parking fees shall be deposited by Contractor directly into a bank account (hereinafter "Account") controlled by Contractor. Deposits will be made into the Account by Contractor the next business day following each day's activities, before 3:00 P.M., except for Saturdays, Sundays, and Holidays, for which deposit shall be made on the next business day. All bank deposit slips shall be made out in multiple copies and retained. One copy of any bank deposit slip shall be forwarded for same day delivery to the attention of the Parking Manager. Contractor shall file daily reports on said deposits with the Parking Manager in such form and manner and at such times as may be specified by the Parking Manager. Except in the case of a Force Majeure situation, failure to prepare the required bank deposit and place said deposit into the Account on a daily basis shall constitute a material breach, for which the City shall be entitled to immediately terminate all of Contractor's rights hereunder, unless the Parking Manager determines that it is in the interests of the City to continue this

Agreement and the required amount is deposited within such period of time, up to three (3) business days, as specified by the Parking Manager.

H. Permit Parking

The Contractor shall administer all aspects of the Permit (long-term) parking system established by the City in connection with the Parking Facilities. This shall include but not be limited to billing, collection and issuance of access cards; collection of and reimbursement to customers of card deposits made therefore; and assessment and collection of any penalties associated with use of same.

I. Short-term Parking

1. All parking other than on a permit basis shall be on an hourly or short-term rate basis and shall be considered short-term parking.
2. Any and all monies charged or collected by Contractor for short-term parking, shall be deposited by Contractor into the Account in the manner established pursuant to Section 3(G) of this Agreement. Contractor shall file daily reports on said deposits with the Parking Manager in such form and manner and at such times as may be specified by the Parking Manager.
3. The PARCS requires that customers pay as they leave the Parking Facility. The Contractor will educate and assist customers with the processes to pay and leave the Parking Facility.
4. Contractor shall maintain control of the supply of tickets in a secure location and monitor the PARCS system to be sure adequate supplies are available for disbursement. A ticket log shall be maintained showing the beginning and ending serial numbers of tickets in supply and number sequences in each ticket dispenser.
5. All tickets collected by the PARCS system, including all voided tickets, shall be collected by Contractor on a daily basis and shall be stored and retained by Contractor for transmittal to City. Contractor shall bundle and box all tickets as directed by the Parking Manager. City shall store tickets for a six (6) month period before they may be destroyed.
6. Contractor shall submit to City, on the day after issuance or, if that day is a Saturday, Sunday or Holiday, then on the next business day, all parking tickets issued each day and returned to Contractor by customers. Before submitting tickets to City, Contractor shall separate them as follows:
 - a. Tickets that have been validated shall be separated by categories from those which have not.
 - b. Of the validated tickets, tickets related to cash or credit card transactions shall be separated from tickets related to no charge transactions.
 - c. Tickets shall also be separated in such other manner as the Parking Manager may require.
7. Contractor shall file with the Parking Manager monthly reports, in such form and manner and at such times as may be specified by the Parking Manager, setting forth the total amount of monies collected by Contractor at the Parking Facility for tickets issued; an itemization detailing

the amounts collected under each applicable rate; and such other information as the Parking Manager may specify.

8. Contractor shall submit a monthly unaccounted- for ticket report for the prior month by the 20th day of each month. The unaccounted- for ticket report shall be submitted to the City in an automated spreadsheet report and shall be calculated according to the format, procedures, and with software, prescribed by the Parking Manager.

9. All of the functions and procedures for short-term parkers shall be performed by utilization of the PARCS system. Relayed daily reports from the PARCS system shall be generated on a daily basis as required by the Parking Manager.

J. Discrepancies in Fees Collected for Tickets

All discrepancies in fees collected for tickets shall be reported monthly to the Parking Manager. With the exception noted in Subsection 1 below, all discrepancies are the responsibility of the Contractor and shall be paid to City as follows:

1. If Contractor can justify the discrepancy in writing to the satisfaction of the Parking Manager, the amount undercharged or not collected is not owed by Contractor.
2. If Contractor cannot justify the discrepancy in writing to the satisfaction of the Parking Manager, the amount undercharged or not collected shall be deducted from the reimbursable Operating Expenses (as defined below) owed to Contractor in the next month.
3. All amounts overcharged by Contractor and all cash overages (amounts received by Contractor in excess of amounts reported) shall be paid to City. Overcharges or overages may be used to offset Contractor liability for any amounts undercharged or shortages, except for undercharges or shortages that Contractor fails to justify to the satisfaction of the Parking Manager.

K. Vehicle Inventory

On a daily basis, during a time period to be determined by the Parking Manager, Contractor shall make a list of all vehicles parked in the Parking Facilities by license number and shall obtain such other information concerning said vehicles as directed by the Parking Manager.

L. Parking Validations

1. Contractor shall be responsible for the collection and accounting of all parking validations, in a manner prescribed by the Parking Manager and in accordance with City revenue control and reporting procedures.
2. In respect to Contractor's responsibility to collect and account for parking validations, Contractor shall incorporate the goal of assuring that the utilization of parking validations in the Garage shall be for the purpose of validating customer parking only. Contractor will cooperate with City employees enforcing policies relating to the use of parking validations.

3. Contractor shall make every reasonable effort to monitor the fraudulent utilization of validations and to identify all people who attempt to fraudulently evade parking fees that are due and payable to the City.
4. City shall have the right to schedule times to meet and talk to employees of Contractor in regard to identification and observation of vehicles utilizing parking validations.
5. City shall have the right to independently monitor, survey, and investigate utilization of parking validations in the Parking Facilities with City employees.

SECTION 4. OPERATING EQUIPMENT

A. Operating Equipment

City shall furnish operating equipment to Contractor for use in operation of the Parking Facilities. Operating equipment shall include, but is not limited to, gate arms, automated payment stations, safe(s), fee computer software, and card readers, as provided or installed by the City.

B. Inventory

1. Within five (5) days of commencing performance under this Agreement, Contractor shall execute an inventory receipt for the operating equipment furnished by City. Contractor shall take prudent and reasonable care to safeguard and properly use all such equipment. Contractor shall return the equipment to City in the same condition as when received, with the exception of ordinary wear and tear. Replacement of said equipment that needs to be replaced due to ordinary wear and tear shall be replaced by the City at its cost, subject to prior authorization of the Parking Manager.
2. Except for supplies and other property that are normally used up and consumed in the operation of parking garages, Contractor shall not dispose of any City property without the written consent of the Parking Manager.

SECTION 5. CONTRACTOR'S DUTY TO MAINTAIN

A. Maintenance and Repairs

Contractor shall be responsible for all routine maintenance with respect to the garage, storage areas, restrooms, lobby, entry/exit traffic lanes and the exterior appearance of revenue control equipment. Routine maintenance is defined as all ordinary housekeeping maintenance of the Parking Facilities and equipment and replacement of supplies that are normally performed on a day-to-day basis in order to keep the Facilities operating in an efficient, clean, safe, and good condition and is considered a reimbursable expense. Routine maintenance includes, but is not limited to:

1. Replacing tickets in ticket issuing machines; journal and receipt tape; replacing arms on traffic entry and exit gates; cleaning revenue control equipment; and cleaning signs.
2. Replacing ordinary light bulbs as needed.

3. Regular cleaning of garage, restroom(s), storage spaces, entry/exit lanes, stairwells, and general parking areas, regular washing of windows in elevator cabs; walls, ceiling, and glass; regular removal of interior and exterior graffiti; regular emptying of trash receptacles and ash trays.

4. Cleaning of the elevator shall be included as part of the Contractor's custodial responsibilities.

5. Contractor shall provide City with written copies of Contractor's policies and procedures related to parking lot maintenance and repair and with any updates or revisions of same. Contractor shall provide City, by the 20th day of each month, complete copies of maintenance and repair records related to the Parking Facilities for the previous month.

6. Contractor shall provide, through qualified subcontractor, prompt prevention, abatement, and removal of frozen precipitation including ice, snow, sleet, and hail in accordance with the methods prescribed in Exhibit D of this document.

B. Contractor's Duty to Coordinate with City Public Works Services Department

1. Contractor shall not be responsible for landscape maintenance at the Parking Facilities. The Parking Manager may, however, direct Contractor to perform landscape maintenance through a Sub- Contractor. If this occurs, Contractor will have services performed in a manner consistent with standards as specified, in writing, by the Parking Manager. City shall reimburse Contractor for the reasonable cost of the subcontractor's services. Should City choose to direct Contractor to subcontract for landscape maintenance services, such costs will be reflected in an amendment to the annual budget.

C. Signs and Movement of Vehicles. Contractor shall erect and maintain within the sites such signs as Contractor deems reasonably necessary, or as the Parking Manager may request, to facilitate the efficient and safe operation of the Parking Facilities and the movement, control, circulation, and parking of vehicles therein. City shall provide, replace, and install all stationary signs necessary to facilitate the efficient and safe operation of the Parking Facilities and the movement, control, circulation, and parking of vehicles therein, or prohibiting parking in designated areas. In respect to all signing, Contractor shall review, recommend, or request modifications in writing to the Parking Manager. City shall reimburse Contractor for cost of signs provided by Contractor under this paragraph.

D. Dangerous or Defective Conditions —Emergency Plan and Warnings

1. Contractor shall work with the Police Chief and Parking Manager to complete a detailed emergency plan. Contractor shall instruct all persons employed by Contractor in the plan and the employee's responsibilities relating to the plan. Copies of the plan shall be posted in a prominent location in office areas occupied by Contractor.

2. In the event of any major emergency or condition (i.e. power outage, flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operation of the Parking Facilities or imperil customers or staff) that may reasonably result in a threat to persons or property, Contractor shall immediately contact the Parking Manager by telephone and Contractor's Site Manager or Assistant Site Manager shall report to the Facility and remain until the emergency has been resolved

unless it is unsafe to remain at the Facility. If the Parking Manager cannot be reached, Contractor shall make continued efforts to reach other City staff persons as designated by the Parking Manager until a City representative has been notified.

3. Contractor shall immediately erect and maintain such temporary signs, barricades, lights and other devices as may be necessary to warn people of any dangerous or defective conditions and shall take such actions as may be necessary to reasonably protect people from injury, loss or damage which might result because of any such condition.

4. Any time a dangerous or defective condition may reasonably be known by Contractor to exist in any of the sites, Contractor shall immediately take reasonable necessary protective action by calling the City Engineer and immediately notifying the Parking Manager by telephone and in writing of such condition and protective action.

5. City shall reimburse Contractor for all such reasonable emergency expenses, provided, however that such expenses shall not exceed \$5,000 without prior approval of the Parking Manager.

E. Repairs of Dangerous or Defective Conditions

1. Contractor shall, without delay, coordinate with the Parking Manager to make such repairs and do all other things as may be reasonably necessary to eliminate any dangerous or defective conditions in the Parking Facilities that may at any time be reasonably known by Contractor to exist.

2. Under emergency conditions (i.e., power outage(s), flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operations of the Parking Facilities or imperil customers or staff) should the Contractor be unable to make such repairs, Contractor shall, without delay, notify the City Engineer, if possible, and commence the necessary work. The Parking Manager shall be advised in writing of such condition and any remedial action taken by the Contractor.

F. All Things Necessary

Contractor shall do all things reasonably necessary to keep the Parking Manager notified of maintenance needs of the Parking Facilities, except that all custodial maintenance shall be the responsibility of the Contractor.

G. Security of the Parking Facilities

The security of the Parking Facilities shall be the responsibility of City. Contractor shall not be responsible for providing security or patrol services on the sites, Contractor shall, however, be responsible for monitoring of the security intercom systems in the Parking Facilities and coordinating with the security services for the garage in respect to all security intercom system calls and any other customer complaints pertaining to security.

H. Custodial Services

Whenever it appears to Contractor that the cost per item of general services, supplies and equipment necessary to perform the duties specified in Section 5. A of this Agreement may exceed the budgeted

amount, Contractor shall give the Parking Manager prior written notification of the estimated costs. At the City's discretion, the City may:

- a. Execute an Amendment to this Agreement with Contractor to increase the budgeted amount pursuant to Section 10. D below;
- b. Undertake to have City personnel do the work or furnish the supplies and equipment and so inform the Contractor in writing; or
- c. Award a contract to others for the general services supplies or equipment and so inform Contractor in writing.

I. Ownership of Supplies and Equipment

Any supplies and equipment acquired for the performance of the duties specified in Section 5.A of this Agreement, whether acquired by Contractor or furnished by City, shall at all times be and remain the property of City, and Contractor shall acquire no ownership or title thereto as long as City has reimbursed Contractor for the total cost of said supplies and equipment and excepting any equipment provided through an approved subcontractor in the performance of these duties.

J. Alterations and Improvements

1. No improvements or alterations shall be made in, to, or upon the Parking Facilities, or any appurtenances thereto, by Contractor without the prior written consent of the Parking Manager.
2. No signs, directional, guiding and other stripes, lines, direction and markings shall be installed or painted in or upon the Parking Facilities or removed by Contractor without the prior written consent of Parking Manager.

SECTION 6. ADDITIONAL REPORTS

In addition to the reports required by other provisions of this Agreement, Contractor shall, upon request in writing by the Parking Manager, submit and file with the Parking Manager, in such form as specified by the Parking Manager, reports and information relating to costs and expenses of operation and maintenance of the Parking Facilities; charging, collection of and amount of parking fees collected by Contractor; procedures followed by Contractor; and other matters relating to the operation and custodial maintenance of the Parking Facilities and Contractor's performance under this Agreement. The additional reports shall include, but not be limited to, quarterly reports on inventory, rates, utilization, and other operating data as determined by the Parking Manager.

SECTION 7. CONSULTATION WITH CITY

Contractor, when requested by the Parking Manager, shall consult with and advise City regarding rules and regulations for the operation and maintenance of the Garage, fees for parking, collection procedures, budgets and other matters relating to the operation and maintenance of the Garage.

SECTION 8. RULES AND REGULATIONS

The Parking Manager shall have the right to establish, and the Contractor shall adhere to, any reasonable rules, regulations, or instructions relating to the operation and maintenance of the Parking Facilities, the charging and collection of fees, procedures for payment of monies to City, reports and the contents thereof to be prepared and submitted by Contractor to City, and other matters related to the Parking Facilities and their operation and maintenance.

SECTION 9. CONTRACTOR'S PERSONNEL

A. General

1. For the performance of the duties required by this Agreement, Contractor shall directly employ persons who are competent, efficient, qualified and of honest reputation. All personnel performing the obligations of Contractor under this agreement shall be employees of Contractor, shall be on Contractor's payroll and shall be under the sole control and direction of Contractor, who shall be reasonably responsible for the employment, supervision, payment and discharge of all such personnel. Under no circumstances shall any such personnel be considered employees or contractors of City. Contractor shall maintain close supervision over all personnel to insure their integrity and maintenance of an honest and high standard of service to the public, as well as to reasonably insure that said persons discharge their duties in a courteous and efficient manner. Contractor shall not employ any persons who are not reasonably necessary for performing the obligations of Contractor under this Agreement. Contractor and Contractor's agents, employees and Sub-contractors shall avoid conflicts of interest and the appearance of conflicts of interest. Contractor shall make commercially reasonable efforts to respond to City feedback and requests about staffing levels at each facility.

2. Contractor shall assign only reasonably competent personnel to perform services pursuant to this Agreement. City reserves the right to object to any individual employee of Contractor staffing the Parking Facilities. If City does object to any individual employee staffing the Parking Facilities, Contractor will immediately stop using such employee to staff the Parking Facilities.

3. The Contractor will conduct a criminal background check on every employee working at the Parking Facilities, and, at the Parking Manager's request, shall provide evidence to the City that such background checks have been performed.

B. Compliance with Wage and Hour Provision, and Labor Standards

Contractor shall comply with all applicable federal, state and local laws and regulations governing minimum hourly rates, maximum hours, nondiscrimination, payroll records, apprentices, workers' compensation, prevailing wages and other labor standards, including but not limited to those set forth in the Fair Labor Standards Act (FLSA) and the Nebraska State Code, to the extent applicable.

C. Personnel

1. For the performance of the duties required under this Agreement, Contractor shall employ at least one person at the management level whose full-time responsibilities will include management and control of operations and custodial maintenance including but not limited to, the supervision, employment, and training of all personnel of the Parking Facilities. The

Contractor's manager shall maintain direct contact with City representatives on a continuing basis.

2. Contractor shall employ other staff as necessary to operate the Parking Facilities, provided, however, that City shall not pay for staffing in excess of the maximum staffing amounts set forth in Exhibit C ("Annual Operating Budget").

SECTION 10. COMPENSATION AND REIMBURSABLE EXPENSES

A. Compensation. During the term of the Contract, City shall reimburse Contractor for expenses as incurred up to an amount not to exceed Two Hundred and Sixteen Thousand, Two Hundred and Eighteen per annum ending June 30, for completion of all duties defined herein, inclusive of Base Management Fees, Payroll, and all other operating expenses set forth in Annual Operating Budget Exhibit C of this document.

B. Fees for non-recurring expenses, including but not limited to striping and snow removal, may be subcontracted by the Contractor and paid by the City with prior approval of the City Administrator.

1. Reports of subcontracted work shall include detailed summaries of labor hours and materials consumed.

C. Management and Staffing Fees

1. The City as part of the Operating Expenses described in Section 10A above shall pay Contractor a monthly Base Management Fee as provided in the Annual Operating Budget, and for staffing equal to the product of the number of hours worked and the applicable hourly parking attendant rate, not to exceed one twelfth (1/12) of the "Total Payroll" line item in the Annual Operating Budget. Any increase to "Total Payroll" is subject to approval by the City Administrator.

D. All costs, expenses, obligations and liabilities incurred by Contractor in the performance of this Agreement shall be paid by Contractor, provided, however, that Contractor may be reimbursed for the Operating Expenses set forth below.

1. Annual Increase. The sum of all Operating Expenses, including the Base Management Fee, for each year of this Agreement beginning after July 31, 2024 may exceed the sum of all Operating Expenses in the immediately prior year's Annual Operating Budget by an amount equal to the lesser of (a) a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Midwest Consumer Price Index that occurred during the previous one year period for the Omaha Metropolitan Statistical Area as measured in January of such year or (b) 3%.

E. Reimbursable expenses.

In addition to paying the Base Management Fee, City shall reimburse Contractor for the following Operating Expenses (the "Operating Expenses"), to the extent that said expenses are specified in the Annual Operating Budget (as such budget may be amended from time- to- time pursuant to Section 10

above) and that those same expenses are actually paid or incurred by Contractor in the performance of its obligations under this Agreement, subject to the overall dollar limit described in Section 10A:

1. Repairs & Maintenance

City agrees to reimburse Contractor for general maintenance supplies purchased in accordance with this Agreement

2. Supplies and Materials

3. Tickets

4. PLPD Insurance

5. Snow Removal

6. Miscellaneous

Contractor shall not incur any costs or expenses for which City is required to reimburse under this Agreement unless such expenditures are within the limits of the Annual Operating Budget (Exhibit "C ") and necessary circumstances, and reasonable for the performance by Contractor of its duties and obligations under this Agreement.

F. Non-Reimbursable Expenses

Reimbursable Operating Expenses shall not include any payments to affiliates of Operator exceeding amounts that would have been paid to a third party in an arms' length transaction, nor shall reimbursable Operating Expenses include any of Operator's general overhead expense, including but not limited to:

- a. Administrative, supervisory or related costs and expenses incurred in the general management or operation of the affairs of the Parking Facilities and/ or Operator's other operations;
- b. Costs of maintaining the general books and records of Operator, or the cost of any audit payable by Operator;
- c. Postal and travel expenses, except for travel expenses as identified in the budget (Exhibit "C") and postage costs associated with the mailing of invoices to the Parking Facilities' validation customers; or
- d. The cost of any off-site managers, supervisors or other managerial or administrative personnel of Contractor who are not directly employed at the Parking Facilities.

G. Monthly Payment

- 1. Contractor shall keep complete accounts of parking revenues, receipts, expenses, copies of daily sales reports, deposit slips and disbursements, and shall furnish City on or before the 20th day of each month a statement of such revenues and expenses for the preceding month.

2. Contractor shall pay to City on or before the 20th day of each month during the term of this Agreement all parking revenues, if any, for the preceding month, less the sum of all reimbursable Operating Expenses and Base Management Fees as defined above in Section 10(A).

3. In the event that Parking Facility revenues for any month are less than the above amounts to which Contractor is entitled, and no dispute has been communicated in writing as justification for withholding full payment, City shall pay to Contractor the amount of the deficiency within thirty (30) days of City's receipt of the above accounting for the month. City will pay any undisputed amounts consistent with this provision within 30 days.

4. It is the City's intent to pay Contractor on a timely basis. In the event that the City does not reimburse Contractor any undisputed amounts within the time required herein and Contractor gives notice to City of outstanding undisputed amounts due, City shall pay interest on such amounts at a 6% annual rate.

SECTION 11. FEES AND TAXES

A. Contractor shall pay when due all applicable fees, taxes, or charges of whatever nature lawfully levied on the right of Contractor to operate and manage the Parking Facilities.

B. Contractor shall maintain all documents and records in Paragraph A of this section, and any other information which demonstrates performance under this Agreement, for a minimum period of three (3) years from the date of the final payment under the Agreement to Contractor, or for any longer period required by law.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available at a designated location within the City for reasonable inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, Finance Director, Parking Manager, or a designated representative of any of these officers.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, abandonment or termination of Contractor's business, City may, by written request of any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall or designated City facility. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in interest.

E. Contractor shall have proprietary rights to all software provided by Contractor in performing the requirements under the terms of this Agreement.

SECTION 12. STATUS OF CONTRACTOR

A. It is understood and agreed that Contractor's relationship to City in the performance of this Agreement is that of an independent Contractor, and not that of an employee or agent of City. As an

independent Contractor, (i) Contractor shall be solely liable for any acts or omissions of Contractor or of any employees, directors, officers, owners, agents, or subcontractors of Contractor, and (ii) neither Contractor, nor any employee, director, officer, owner, agent or subcontractor of Contractor, shall obtain any right to any compensation or retirement benefits or to any other rights or benefits, which accrue, to employees of City. Contractor hereby expressly waives any claims it may have to such rights, on behalf of itself and any employee, director, officer, owner, agent or subcontractor.

B. Contractor will not subcontract any portion of the Services without prior written approval of City Administrator or her/his designee. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

C. Notwithstanding anything in this Agreement to the contrary: Except as City may separately agree in writing apart from this Agreement, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent to bind City to any obligation whatsoever.

SECTION 13. TERMINATION

A. City's Right to Terminate

1. City shall have the right to terminate this Agreement for any reason at any time by giving Contractor not less than thirty (30) days written notice of termination.
2. In addition, if City's property interest in the Parking Facilities is being terminated, or if and when City should decide to construct any building, structure or other improvement on or within any part of any of the sites, City shall have the right to terminate this Agreement insofar as it applies to the site or sites affected by giving Contractor not less than 30 days prior written notice of termination. The notice shall specify the site or sites with respect to which this Agreement is terminated.
3. Upon termination, Contractor shall be paid all amounts due under the Agreement to the date of termination, all rights, powers, privileges and authority granted to Contractor under this Agreement shall cease, and Contractor agrees to immediately provide all required documents and information and return all City property to City, and vacate any Parking Facilities for which the Agreement has been terminated.
4. City's right to terminate this Agreement under this Section is not its exclusive remedy but is in addition to all other remedies provided to it by law, in equity, or under the provisions of this Agreement.

B. Contractor's Right to Terminate

1. Contractor shall have the right to terminate this Agreement for any reason at any time by giving City not less than thirty (30) days written notice of termination.

2. If and when the City should decide to construct any building, structure or other improvement on any of the sites and the construction work is such that it will or does materially interfere with the continued operation or maintenance of the sites as they were operated or maintained prior to the commencement of such work, Contractor shall have the right to terminate this Agreement insofar as it applies to the site or sites affected by giving City not less than 30 days prior written notice of termination. The notice shall state the reason for the termination. The date of termination in such event shall not be more than 30 days prior to the date on which the contract awarded by the City for such work or improvement requires such work or improvement to begin. The City shall, upon request of Contractor, specify the date on or about which any such work or improvement will commence.

C. Reports and Documents; Payment In the event of termination, Contractor shall deliver to City copies of all reports, documents and other work performed by Contractor under this agreement and upon receipt thereof, Contractor shall be paid for duties performed and reimbursable expenses incurred to the date of termination.

SECTION 14. DAMAGE OR DESTRUCTION

A. Partial Destruction

In the event of partial destruction of the Parking Facility, City may elect to repair such damage. If City elects not to repair such damage, City may terminate this agreement as it applies to the site by giving written notice to Contractor within 30 days of the partial destruction, in which event this Agreement shall be deemed terminated as of the date of the partial destruction. If City elects to repair such damage, this Agreement shall continue in full force and effect. Should portions of the affected Parking Facility continue to operate, Contractor shall be paid and reimbursed for expenses proportionally to services provided.

B. Total Destruction

If a Parking Facility is totally destroyed from any cause, whether or not covered by the insurance required hereunder, City may terminate this Agreement as it applies to the site immediately upon notice to Contractor.

C. Damage Near End of Term

If a Parking Facility is partially destroyed during the last 12 months of the term of this Agreement from any cause, whether or not covered by the insurance required hereunder, City may, at its option, terminate this Agreement by giving written notice to Contractor within 30 days after the date of the partial destruction, of City's intention to terminate, in which event this Agreement shall terminate as of the date of the partial destruction.

SECTION 15. SUCCESSORS AND ASSIGNS

Each and all of the conditions and covenants of this Agreement shall extend to and bind to the benefit of City and Contractor, and their respective legal representatives, successors and assigns.

SECTION 16. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Agreement and City shall not honor the performance of any of Contractor's obligations hereunder by any purported assignee without the prior written consent of City. Any attempt by Contractor to assign this Agreement or any rights, duties or obligations arising hereunder shall be void.

SECTION 17. WAIVER

Both parties agree that waiver by a party of any breach or violation of any term or condition of this Agreement shall not constitute or be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by a party of the performance of any work or duties by the other party shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes and regulations.

SECTION 19. GOVERNING LAW

The law of the State of Nebraska shall govern and control this Agreement. Any action at law or in equity brought by either City or Contractor for the purpose of enforcing a right or rights provided for by this Agreement will be filed and tried in the District Court of Sarpy County, State of Nebraska, and the parties agree that jurisdiction and venue of such court is proper and waive all (i) right to challenge jurisdiction or venue and (ii) provisions of law providing for a change of jurisdiction or venue in these proceedings to any other court or jurisdiction.

SECTION 20. EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Nondiscrimination

Contractor, with regard to the work performed by it pursuant to this Agreement, shall not discriminate directly or indirectly on the ground of race, color, religion, sex, national origin, age, marital status, or

physical handicap in employment procedures and policies, or the selection and retention of Sub Contractors, including procurement of materials and leases of equipment.

B. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Agreement and the laws and regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, or physical handicap.

C. Information and Reports:

Contractor shall provide all information and reports required by any State, Federal or Local laws, regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be required to comply with such laws, regulations, or orders and instructions. Where any information required is in the exclusive possession of another that fails or refuses to furnish this information, Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

D. Incorporation of Provisions

Contractor shall include the provisions of Paragraphs A through C of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by law, order, or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance.

SECTION 21. INDEMNIFICATION

Contractor will defend, indemnify, release and hold harmless City and its officers, officials, contractors, agents, employees and volunteers from and against all liabilities, claims, damages, losses, costs and expenses including without limitation reasonable attorney fees and court costs arising out of or resulting from this Agreement, the performance of the Services or to the extent caused by the willful misconduct or any negligent act or omission of the Contractor, any officer, director, owner, subcontractor, agent, or affiliate of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In addition to, and not in limitation of the immediately preceding sentence, Contractor shall provide and pay for such insurance coverages as set forth in Section 22, including without limitation, commercial general liability insurance and Garage Keeper's Legal Liability Insurance and statutory coverage for workers' compensation insurance. The indemnities provided herein shall not be limited by insurance coverages that are required and shall survive the expiration or termination of this Agreement.

Contractor shall provide to City a Certificate of Insurance, which shall name City as an additional insured. Not in limitation of any other provision of this Section 21 or Agreement, the parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an

injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

SECTION 22. INSURANCE

A. Policies

Contractor shall obtain and maintain for the full term of this Agreement insurance coverages of insurers and in form and content satisfactory to the City Administrator or her designee and including at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefore under this Agreement:

1. Commercial Crime Policy

- a. A crime policy, with a minimum limit of not less than \$250,000, providing at least the following minimum coverage:
- b. Employee Dishonesty Coverage — Form A
- c. Depositor's Forgery Coverage
- d Theft, disappearance or destruction of money and securities both on the premises and away from the premises.
- e. Robbery and burglary. Such policy shall also include coverage for theft or loss to City's funds and name the City a loss payee.

2. Comprehensive Commercial General Liability

Policy with a minimum limit of not less than \$5,000,000 per occurrence for bodily injury and property damage, providing at least all of the following minimum coverage:

- a. Premises Operations
- c. Blanket Contractual
- d. Broad Form Property Damage
- e. Completed Operations
- f. Products (on an "if any" basis)
- g. Bodily Injury, Personal Injury, or death
- Property rented from the City.
- h. Robbery

3. Auto Insurance

Should Contractor operate any passenger vehicle in performance of this contract, Contractor shall obtain and continue in effect a Comprehensive Business Automobile Liability policy with a minimum limit of not less than \$3,000,000 combined single limit for personal injury, death or property damage. Coverage shall be applicable to all owned, hired or non- owned vehicles used in any of the activities associated with the operation.

4. Workers' Compensation and Employers' Liability Policy written in accordance with the laws of the State of Nebraska and providing coverage for any and all employees of Contractor. This

policy shall include Employer's Liability coverage with limits not less than \$1,000,000 per occurrence.

5. Garage Keepers' Legal Liability

Policy with a minimum limit of not less than \$250,000 per occurrence, providing at least the following minimum coverages:

- a. Collision or overturn
- b. Comprehensive

B. Additional Requirements

The following are required to be made a part of each of the above-required policies, except for the Comprehensive Crime Policy.

- 1. The City of La Vista, its employees, officers, officials, agents, volunteers, and contractors are hereby added as additional insureds as applies to any and all Services or operations performed by or on behalf of Contractor and for the City to the extent of Contractor's indemnification obligations herein.
- 2. For any claims related to the Services and this Agreement, the Contractor's insurance coverage will be primary insurance with respect to City, its officers, officials, agents, volunteers, contractors, and employees. Any insurance or self-insurance maintained by City for itself, its officers, officials, agents, volunteers, contractors, or employees will be in excess of Contractor's insurance and will not be brought into contribution or proration.
- 3. Thirty (30) days prior written notice of cancellation shall be given to the City in the event of any cancellation and/ or non-renewal in coverage.
- 4. There shall be no subrogation with respect to the City or its officials, officers, employees, agents, volunteers, or contractors.

C. Severability of Interest

The terms of the general liability and automobile liability policies shall apply separately to each insured, as though a separate policy had been issued to each.

D. Proof of Coverage

Copies of all the required endorsements shall be attached to a Certificate of Insurance that shall be provided by Contractor's insurance company to City before Contractor begins performance of this Agreement as evidence of the required Coverages.

SECTION 23. MISCELLANEOUS

A. Integrated: Modification

This Agreement embodies the entire agreement of the parties and cannot be amended or modified except by a written agreement signed by both parties.

B. Section Headings

The section headings contained herein are for convenience in reference and are not to be used to construe the intent of this Agreement or any part thereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions thereof.

C. Severability

In the event any covenant, term or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other valid covenant, term or conditions herein contained.

D. Time of Essence

Time is of the essence to each provision of this Agreement,

E. Authority

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

F. Covenants against Contingent Fees

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

G. Business License.

Contractor will obtain and maintain a City of La Vista Occupation License for the term of the Agreement, as may be amended from time- to-time.

H. Conflict of Interest.

Contractor for itself and on behalf of Contractor's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in

the projects affected by this Agreement. Contractor further warrants that neither Contractor, nor Contractor's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Contractor shall file with City an affidavit disclosing this interest.

SECTION 26. NOTICES

A. All notices and other communications required or permitted to be given under this shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows or as either party shall designate by written notice to the other:

To City:
Cody Meyer
Building Superintendent
City of La Vista
9900 Portal Road
La Vista, NE 68128

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

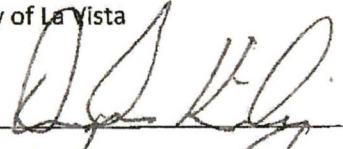
To Contractor:
ABM Industry Groups, LLC
5300 South 73rd Street, Suite #1
Ralston, NE 68127
Attn: Branch Manager

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

All recitals at the beginning of this Agreement and all exhibits referenced in this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS HEREOF, duly authorized representatives of City and Contractor have executed this Agreement below.

CITY: City of La Vista

By: 

Name: Douglas Kindig

Title: Mayor

Date: July 18, 2023

Contractor: ABM Industry Groups

By: 

Name: Brian G. Bush

Title: Vice President of Parking

Date: July 28, 2023

Exhibit A

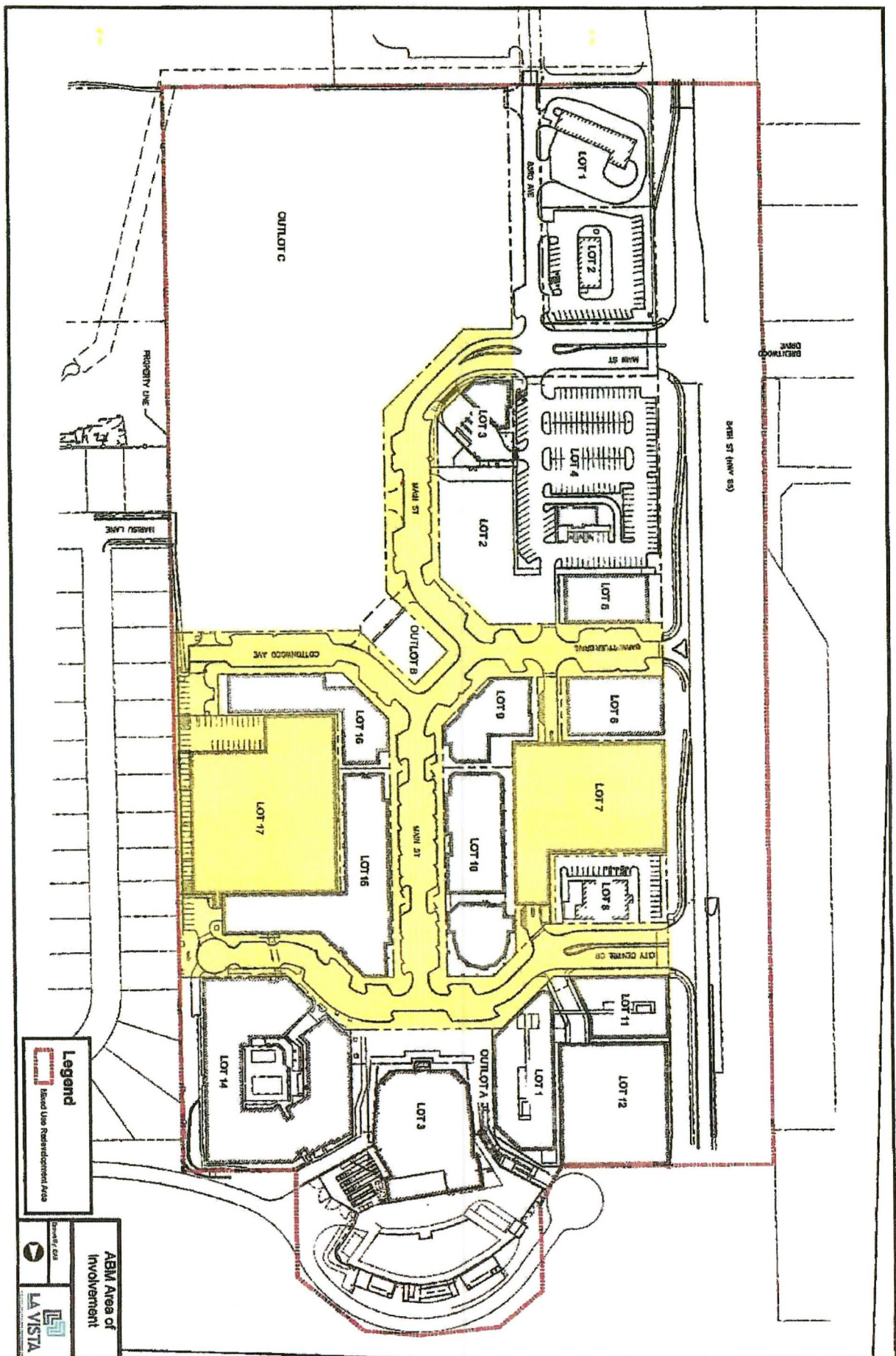


Exhibit B

Rapid Charge Station	\$0.33/min. after 6 hours \$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	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
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 Permit Fees:	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Monthly Parking – Business Reserved	\$100/Month per permit
Off-Street Parking – Parking Structure No. 1	3 hours free (\$0), after which \$1.00/hr. up to \$10/day (Parking Day runs 6a.m. – 6a.m.)
Off-Street Parking – Parking Structure No. 2	\$1.00/hour up to \$10/day (Parking Day runs 6a.m. – 6a.m.)
On-Street Parking	– free (\$0) with three (3) hour limit
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)

Exhibit C

City Of La Vista

Estimated Year 1 Parking Budget

EXPENSES

Parking Payroll

		(One Full Time, One Part Time)One full time manager for parking operations, sales and enforcement of garage. We will add special events staffing and more hours for cleaning once city requests and as needed. Also, one staff for 4 hours per day, Monday - Friday for trash and cleaning in and around garage.
Payroll Expense	\$82,500	
Payroll Taxes	\$9,900	Federal and State Taxes
Worker's Compensation	\$5,363	Worker's Compensation Tax.
Vacation	\$580	PTO for Part Time Employee. Manager is would be salary and figured 52 week pay.
401k	\$2,300	All employees are eligible to participate in the 401k program after 1 year of employment. The match is 100% for the first 3% and 50% for the next 2%. For budget purposes, we have assumed participation by salaried employee.
Health & Welfare	\$4,125	Health insurance for employees.
Total Payroll	\$104,768	
Other Expenses		
Administrative Expenses	\$0	Included with ABM's Management Fee
Accounting	\$0	Included with ABM's Management Fee
Personnel Selection	\$0	Included with ABM's Management Fee
Training & Education	\$0	Included with ABM's Management Fee
Base Management Fee	\$56,400	Monthly Fee of \$4700
Incentive % Mgmt Fee	\$0	
Licenses & Permits	\$0	Included with ABM's Management Fee
Data Processing	\$0	
A/R & Analysis Software	\$0	Included with ABM's Management Fee
Telephone	\$0	City to supply internet for intercom to call center and CC processing.
Credit Card Bank Fees	\$0	Fees charged by the banks and Credit Card companies for processing, Visa, Mastercard Am Ex, etc. will be around 3% of all credit card payments.
Monthly Sweeping of Garage	\$13,000	Power sweeping of both garages
Annual Flood Wash Down of Garage	\$2,100	Hose down of both parking facilities with 2" fire hose by ABM Staff
Semi-Annual Power washing of Garage	\$7,800	\$1950 per power wash.
Rubbish Removal	\$2,400	Weekly Trash Service of On-site Dumpster
Repairs & Maintenance	\$0	See notes in proposal. Will work with city on on-going budget.
Snow Removal	\$0	See notes in proposal. Will work with city on on-going budget.
Striping	\$0	Will not be needed year 1.
Office Supplies	\$0	Included with ABM's Management Fee
Uniforms	\$0	Included with ABM's Management Fee
Monthly Permits & Hangtags	\$750	Estimate based on number of stalls.
Tickets/receipts for PARCS equipment	\$2,000	Depends on transient parking usage.
Forms and Printing for enforcement	\$0	Included with ABM's Management Fee
Cleaning Supplies, Misc items for garage	\$2,400	Supplies used in the garage for cleaning, oil spills,
Utilities	\$0	Paid by the City
Call Center/Garage/Intercom Service	\$9,000	24/7/365 Call Center \$500 per month
Insurance PLPD and Garage Keepers Ins.	\$15,600	Carried through ABM's master insurance agreement.
TOTAL OPERATING EXPENSES	\$216,218	
NET OPERATING INCOME		

Exhibit D

City of La Vista, Nebraska
Snow Removal Guidelines for Public Parking Structures

In order to prolong useful life and provide for a safe and structurally sound public parking facility, frozen precipitation shall be removed and mitigated in adherence to the following guidelines:

- *Snow removal vehicles shall adhere to the maximum live load limits of the structure, 40 p.s.f or 3,000 lbs wheel load.*
- *Snow removal operators shall avoid dropping heavy or sharp objects onto the parking surface.*
- *Snow removal operators shall avoid dragging heavy or sharp objects across the parking surface.*
 - *Plow blades shall be affixed with rubber blades or other material designed to prevent the steel blades from contacting the parking surface.*
 - *Steel blade shall be kept at a minimum of 1/8 (but preferably 1/2) inch from the parking surface.*
- *Snow removal equipment shall not be equipped with studded tires or have tire chains affixed.*
- *Operators shall be aware of and avoid damage to expansion joints within the structure.*
 - *Operators shall remove snow in such a pattern that expansion joints are approached by the blade or bucket at an angle not greater than 75 degrees.*
- *Piled snow shall not be left on the deck surface for an extended period of time.*
- *Chemical deicers (including but not limited to Sodium Chloride, Calcium Chloride, Potassium Chloride, Magnesium Chloride, Ammonium Nitrate, and Ammonium Sulfate) shall not be used. Calcium Magnesium Acetate and Urea may be used if necessary as a matter of public safety, with express permission of the La Vista Public Works Director or their designee and as allowable by State and local laws.*
- *Drainage system shall be protected with filters of burlap or straw prior to the use of sand for deicing.*
- *Wheeled and tracked snow removal equipment is required to have backing horns, lights, or strobes.*
- *Snow removal equipment and material storage is prohibited onsite.*
- *Contractor is to document any garage damage done by sub-contractor, contractor/subcontractor to remedy at no expense to the owner. Owner shall approve any proposed work to remedy damages prior to commencement of work.*

1. Chrest, et al. (2012). *Parking Structures: Planning, Design, Construction, Maintenance and Repair*. Retrieved from URL: https://books.google.com/books?id=Wtd5BgAAQBAJ&pg=PA3&dq=parking+structures+third+edition&hl=en&sa=X&ved=0ahUKEwiVz5Knbb_iAhVDd6wKH&LD1wQ6wEIKzAA

2. Monroe. (2019). *The Structural Maintenance of Parking Garages*. Retrieved from URL:

<https://www.carlwalkerconstruction.com/wp-content/uploads/2018/04/The-Structural-Maintenance-of-Parking-Garages.pdf>

2022-2023 Snow Removal Rates

La Vista Parking Garage - 8001 S 84th Street



Parking Lot - Per push or visit

1-2" of snow rate	Hourly	Initials:
2-4" of snow rate	Hourly	
4-6" of snow rate	Hourly	
6-8" of snow rate	Hourly	
8-10" of snow rate	Hourly	
10" + of snow rate	Hourly	

Sidewalks

Snow Blower/Shovel	\$65.00/per man hour	Initials:
*Snowrator (Sidewalk snow removal machine)	\$95.00/per man hour	

*This machine is more efficient and also applies liquid de-icer

De-Icing Applications

Parking Lot - Salt	\$175.00/ton	Initials:
Parking Lot - Ice Slicer (<i>Applies at approx. 1/3 the rate of salt, melts to lower temps, is easier on concrete and requires less return visits</i>)	\$345.00/ton	
Parking Lot - Liquid De-Icer (20k sq ft min)	\$8.50/1,000 Sq Ft (3.95/gal)	Initials:
Sidewalk - Blended Ice Melt (<i>Melts to -5</i>)	\$25.00/bag (\$0.50/lb)	Initials:
Sidewalk - 100% Mag. Chloride Ice Melt (<i>Melts to -25, easier on concrete and requires less return visits</i>)	\$35.00/bag (\$0.70/lb)	Initials:
Sidewalk - Liquid De-Icer (5 Gal Min)	\$5.95/Gal	Initials:

Snow Hauling/Moving/Partial Visits and Return Visits/Extreme Weather - Hourly Rates

Plow Truck	\$110.00/hour	Initials:
Skid Loader	\$130.00/hour	
UTV/ATV with blade or mini loader with blade or broom	\$95.00/hour	
Rubber Tire Front End Loader	\$195.00/hour	
Tandem Dump Truck <i>*Dump Fee May Apply</i>	\$145.00/hour	
Tractor Trailer Side Dump <i>*Dump Fee May Apply</i>	\$175.00/hour	

*Events during holidays may be charged at time and a half to compensate our staff for missing time with their families.

*A visit may be billed at a minimum of 2-3 hours or units

*During Blizzarding or excessive snow (Over 10" in 48 hours, extreme wind and/or cold) surcharges may apply due to higher labor demands

Sign to Approve

Date



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: H

Subject:	Type:	Submitted By:
Resolution - Amend City Personnel Policy and Procedures Manual	Resolution	Wendy Lowery, Human Resources Director

Synopsis

Staff have completed a review of the City's Travel and Training Expenditures Policy and are recommending revisions to modernize the policy, improve clarity, strengthen internal controls, and ensure consistent administration of travel and reimbursement procedures.

Fiscal Impact

The proposed revisions are not expected to increase the City's travel budget. The changes primarily improve administrative processes, strengthen financial controls, and promote consistent application of travel reimbursement procedures.

Recommendation

Motion to approve the proposed revisions to the City's Travel and Training Expenditures Policy in Section 7 (7.13) of the Personnel Manual and adopt the updated policy as presented.

Background

The proposed changes reflect current administrative practices, encourage the use of City-issued Purchasing Cards (P-Cards) to reduce employee out-of-pocket expenses and improve financial oversight, and continue to support employee training and official travel necessary to conduct City business.

The proposed policy has been reviewed for consistency with current administrative practices and applicable Internal Revenue Service (IRS) accountable plan requirements, as well as by the City's legal counsel.

Summary of Proposed Revisions

The proposed amendments include:

Clarifying travel approval requirements for employees and elected officials.

- Establishing City-issued Purchasing Cards (P-Cards) as the preferred method for paying authorized travel expenses.
- Updating reimbursement procedures and documentation requirements.
- Clarifying meal reimbursement and per diem procedures.
- Updating travel booking expectations to encourage cost-effective travel arrangements.
- Clarifying travel pay provisions for hourly employees.

- Reaffirming that travel expenditures must remain within Council-approved budget appropriations and that personal expenses, including alcoholic beverages, are not reimbursable.

Attachments

1. Resolution - Amend Personnel Manual Section 7
2. PM Section 7.13 Redline
3. PM Section 7.13 Final Draft

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AMENDING SECTION 7 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING TRAVEL AND TRAINING EXPENDITURES POLICY.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska, has determined that a need exists to make changes to the existing La Vista City Personnel Policy and Procedures Manual as adopted on December 20, 2005; and

WHEREAS, it is being proposed that Section 7 in the manual regarding travel and training expenditures policy be amended to modernize the policy, improve clarity, strengthen internal controls and ensure consistent administration; and

WHEREAS, it is the desire of the City Council to amend Section 7 of the Personnel Policy and Procedures Manual to incorporate the changes to the above-mentioned areas.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change to Section 7 as submitted at the City Council meeting.

PASSED AND APPROVED THIS 21ST DAY NOVEMBER OF 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

SECTION ~~VH~~7: *(Kevin – Edits elsewhere suggest a desire to use Real vs. Roman Numbers, in which case I recommend changing the reference here, the first page of each section and elsewhere to use Real Numbers for sections and subsections. For clarity, I recommend including the actual section and subsection numbers in references within the text of the policies.)* THE COMPENSATION

PLAN

ADOPTED:	RESOLUTION No. 96-012	AMENDED:	RESOLUTION No. 03-123
DATE:	FEBRUARY 6, 1996	DATE:	DECEMBER 2, 2003
AMENDED:	RESOLUTION No. 97-130	AMENDED:	RESOLUTION No. 04-126
DATE:	OCTOBER 21, 1997	DATE:	DECEMBER 21, 2004
AMENDED:	RESOLUTION No. 99-155	READOPTED:	RESOLUTION No. 05-159
DATE:	NOVEMBER 2, 1999	DATE:	DECEMBER 20, 2005
AMENDED:	RESOLUTION No. 00-152	AMENDED:	RESOLUTION No. 07-099
DATE:	DECEMBER 19, 2000	DATE:	SEPTEMBER 18, 2007
AMENDED:	RESOLUTION No. 01-159	AMENDED:	RESOLUTION No. 07-128
DATE:	NOVEMBER 20, 2001	DATE:	DECEMBER 18, 2007
AMENDED:	RESOLUTION No. 02-099	AMENDED:	RESOLUTION No. 09-072
DATE:	OCTOBER 1, 2002	DATE:	AUGUST 4, 2009
AMENDED:	RESOLUTION No. 03-097	AMENDED:	RESOLUTION No. 23-020
DATE:	OCTOBER 21, 2003	DATE:	FEBRUARY 7, 2023

7.13 **Travel and Training Expenditures:** This policy aims to ensure that travel expenses are reasonable, that employees understand what they can spend and how to get reimbursed, and that all travel and training activities align with the organization's objectives and goals of City Council Policy Statement **Travel and Official Expenses:** Prior to traveling outside of the metropolitan area, employees, and volunteers shall receive the permission of their department head and the City Administrator. For travel outside the metropolitan area, the trip and method of travel shall be filed with the City Administrator or his/her designee prior to departure. Travel or official business outside the metropolitan area by an employee or volunteer shall be via public carrier or City-owned vehicle or the most efficient method of travel when practical. Only official travel and training participants may travel in a City-owned vehicle.

While traveling, employees and volunteers shall be reimbursed for expenses incurred in the performance of official duties. Expense statements with supporting documentation shall be filed with the Finance Director or his/her designee promptly after return by the employee. Travel and official expenses shall not exceed the amount budgeted by the Mayor and City Council.

Employees and volunteers may request a *per diem* in advance of travel and if approved, receipts are not required for reconciliation of actual food costs. The maximum dollar amount per day per employee or volunteer the *per diem* that the City will provide for actual food costs, including gratuity, will be established annually by the City Administrator based upon the Federal Per Diem Rates as published by the Bureau of National Affairs, Inc. and recognized by the Internal Revenue Service (IRS). The *per diem* may be reduced by the City Administrator or his/her designee for any meal expenses which are pre-paid by the City through the training or event registration. Employees or volunteers may not purchase any alcoholic beverages with *per diem* funds.

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Commented [HB1]: Are we changing this to turning in receipts after for reimbursement? Would this be most appropriate in a financial policy rather than an employee handbook?

PERSONNEL RULES AND REGULATIONS EMPLOYEE HANDBOOK

If traveling before 6:30 a.m. and after 7:00 p.m., employees and volunteers may receive reimbursement for breakfast and/or dinner.

Employees and volunteers not issued an advance per diem are required to provide itemized receipts for meals to receive reimbursement. Gratuity must be noted on all requests for reimbursement. Only actual employee or volunteer expenses may be reimbursed. Employees and volunteers will not be reimbursed for the purchase of any alcoholic beverages. The City may prescribe a form and require the employee to complete such form for reimbursement of travel costs. *Kevin - I agree with one of the comments that it might make sense to create and reference here a separate City travel expense reimbursement council policy statement apart that among other things includes the highlighted sentence above and adds below: and satisfies requirements of an "accountable plan" for favorable income tax treatment.*

(1) Approval Requirements

- All travel by employees or elected officials must be approved in advance by their Department Head or the City Administrator.
- All travel outside of the continental United States must be pre-approved by the City Administrator prior to booking any travel and incurring any expense.
- Travel and training expenses should not exceed the amount budgeted by the Mayor and Council.

(2) Use of City Credit Cards (P-Cards)

- All employees approved for travel or training should be issued a city credit card (P-Card).

Kevin - Same comment. Also, add costs of attendance to the list below.

- Airline tickets
- Rental cars
- Hotels
- Meals (including gratuity)
- Taxi/Uber/Lyft services
- Parking
- Baggage Charges
- Registration

(3) Reimbursement Policy

- The City will not pay or reimburse for:
 - Alcoholic beverages
 - Personal items purchased during travel
- If an employee does not have a P-Card and is not traveling with someone who does, they may be reimbursed for official expenses incurred.
- Elected officials will be reimbursed for official expenses they incur while traveling.

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PERSONNEL RULES AND REGULATIONS EMPLOYEE HANDBOOK

(4) Booking Travel

- Employees must book travel using the most cost-effective means available.
- The Federal per diem rates for the destination city (GSA Per Diem Rates) should be used as a guideline for spending.
- The City will pay for meals not already included in hotel stays or conference/training fees.

(5) Meal Reimbursement Eligibility: If travel begins before 6:30 AM or ends after 7:00 PM, reimbursement for breakfast and/or dinner is allowed.

(6) Travel Expense Documentation: All detailed receipts must be submitted with a completed Travel Expenditure Report within 30 days of ~~upon~~ return from travel.

(7) Per Diem Advances

- In cases where no other form of payment is available, and with approval from the Finance Director, an advance per diem may be issued.
- ~~Per~~ Per Diem request must be submitted at least 3 weeks prior to travel. Advance will be included in the employee's paycheck as a ~~non-taxable~~ non-taxable item. *Kevin - It did not seem like a per diem at the federal rate would be included in the employee's paycheck. Please review and confirm or revise "b" as needed with the City's accountant.*
- All detailed receipts must be reported on the Travel Expenditure Report. *Kevin - I could be wrong but thought detailed receipts were not required for lodging, meals or other expenses covered by a per diem that was not more than the federal per diem rate, though I suppose the City could impose more restrictive use and reporting requirements than IRS rules. Please review and confirm or revise as needed consistent with applicable IRS per diem rules and City's desire.*
- Unused per diem funds must be returned to the City within 7 days of return from travel or will be reported as taxable income. *Kevin - Same as immediately preceding comment.*

(8) Travel Pay for Hourly Employees

- Hourly employees will be paid for travel days from the time of departure from home/hotel until arrival at hotel/home.
- Hourly employees will be compensated for all travel time that occurs during their regular scheduled work hours, regardless of the day of the week.
- Overtime rules will apply to travel hours that cause the total hours worked in a week to exceed 40 hours.

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SECTION 7: THE COMPENSATION PLAN

ADOPTED:	RESOLUTION No. 96-012	AMENDED:	RESOLUTION No. 03-123
DATE:	FEBRUARY 6, 1996	DATE:	DECEMBER 2, 2003
AMENDED:	RESOLUTION No. 97-130	AMENDED:	RESOLUTION No. 04-126
DATE:	OCTOBER 21, 1997	DATE:	DECEMBER 21, 2004
AMENDED:	RESOLUTION No. 99-155	READOPTED:	RESOLUTION No. 05-159
DATE:	NOVEMBER 2, 1999	DATE:	DECEMBER 20, 2005
AMENDED:	RESOLUTION No. 00-152	AMENDED:	RESOLUTION No. 07-099
DATE:	DECEMBER 19, 2000	DATE:	SEPTEMBER 18, 2007
AMENDED:	RESOLUTION No. 01-159	AMENDED:	RESOLUTION No. 07-128
DATE:	NOVEMBER 20, 2001	DATE:	DECEMBER 18, 2007
AMENDED:	RESOLUTION No. 02-099	AMENDED:	RESOLUTION No. 09-072
DATE:	OCTOBER 1, 2002	DATE:	AUGUST 4, 2009
AMENDED:	RESOLUTION No. 03-097	AMENDED:	RESOLUTION No. 23-020
DATE:	OCTOBER 21, 2003	DATE:	FEBRUARY 7, 2023

7.13 Travel and Training Expenditures: This policy aims to ensure that travel expenses are reasonable, that employees understand what they can spend and how to get reimbursed, and that all travel and training activities align with the organization's objectives and goals of City Council Policy Statement.

(1) Approval Requirements

- All travel by employees or elected officials must be approved in advance by their Department Head or the City Administrator.
- All travel outside of the continental United States must be pre-approved by the City Administrator prior to booking any travel and incurring any expense.
- Travel and training expenses should not exceed the amount budgeted by the Mayor and Council.

(2) Use of City Credit Cards (P-Cards)

- All employees approved for travel or training should be issued a city credit card (P-Card).
 - All travel expenses should be charged to the P-Card, including:
 - Airline tickets
 - Rental cars
 - Hotels
 - Meals (including gratuity)
 - Taxi/Uber/Lyft services
 - Parking
 - Baggage Charges

- Registration

(3) Reimbursement Policy

- The City will not pay or reimburse for:
 - Alcoholic beverages
 - Personal items purchased during travel
- If an employee does not have a P-Card and is not traveling with someone who does, they may be reimbursed for official expenses incurred.
- Elected officials will be reimbursed for official expenses they incur while traveling.

(4) Booking Travel

- Employees must book travel using the most cost-effective means available.
- The Federal per diem rates for the destination city (GSA Per Diem Rates) should be used as a guideline for spending.
- The City will pay for meals not already included in hotel stays or conference/training fees.

(5) Meal Reimbursement Eligibility: If travel begins before 8:00 AM or ends after 7:00 PM, reimbursement for breakfast and/or dinner is allowed.

(6) Travel Expense Documentation: All detailed receipts must be submitted with a completed Travel Expenditure Report within 30 days of return from travel.

(7) Per Diem Advances

- In cases where no other form of payment is available, and with approval from the Finance Director, an advance per diem may be issued.
- Per diem request must be submitted at least 3 weeks prior to travel. Advance will be included in the employee's paycheck as a non-taxable item.
- All detailed receipts must be reported on the Travel Expenditure Report. Unused per-diem funds must be returned to the City within 7 days of return from travel or will be reported as taxable income.

(8) Travel Pay for Hourly Employees

- Hourly employees will be paid for travel days from the time of departure from home/hotel until arrival at hotel/home.
- Hourly employees will be **compensated for all travel time** that occurs during their regular scheduled work hours, regardless of the day of the week.
- **Overtime rules** will apply to travel hours that cause the total hours worked in a week to exceed 40 hours.



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: I

Subject:	Type:	Submitted By:
Resolution - Update Planning Commission Rules and Operating Procedures	Resolution	Bruce Fountain, Community Development Director

Synopsis

A resolution has been prepared to approve amended and updated Rules and Operating Procedures for the City of La Vista Planning Commission. The Planning Commission recommends approval of their amended and updated Rules and Operating Procedures as they have not been thoroughly reviewed or updated since 2003.

Fiscal Impact

N/A.

Recommendation

Motion to approve the updated Planning Commission Rules and Operating Procedures.

Background

The current Rules and Operating Procedures for the Planning Commission were approved by the City Council on July 15, 2003. Since that time, the document has not undergone a comprehensive review or update. Given the changes in technology and the evolution of the Commission's operations, amendments are necessary to ensure the procedures accurately reflect current practices. The Planning Commission reviewed and discussed the proposed revisions at its June 18, 2026 meeting and recommended approval by a 5-0 vote. Both a redlined version of the document and a clean copy are attached for reference.

Attachments

1. Resolution - Approve Planning Commission Rules and Operating Procedures
2. PC Rules and Operating Procedures Update - Redlined
3. PC Rules and Operating Procedures Update - Clean

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING UPDATES TO THE RULES AND OPERATING PROCEDURES OF THE PLANNING COMMISSION

WHEREAS, pursuant to Article 6, Section 1 of the Rules and Operating Procedures of the Planning Commission of the City of La Vista, updates to the Rules and Operating Procedures must be recommended by the Planning Commission and approved by the City Council; and

WHEREAS, the current Rules and Operating Procedures of the Planning Commission were approved by the City Council on July 15, 2003; and

WHEREAS, the Planning Commission is recommending updates to the Rules and Operating Procedures;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the recommended updates to the Rules and Operating Procedures of the Planning Commission.

PASSED AND APPROVED THIS 21ST DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\26 FINAL RESOLUTIONS\26. Approve Planning
Commission Rules And Operating Procedures 07.21.2026.Doc

PLANNING COMMISSION RULES & OPERATING PROCEDURES

CITY OF LA VISTA, NEBRASKA

CHAPTER 1 - RULES

ARTICLE 1 - POWERS AND DUTIES

Section 1 - **AUTHORITY:** The La Vista Planning Commission (hereinafter called the "Commission"), duly established under Chapter 19 of Nebraska Statutes, exists as an advisory commission under the authorities so established in Section 32.02 of the La Vista Municipal Code.

Section 2 - **NAME:** The legal name of the Commission shall be the City of La Vista Planning Commission.

Section 3 - **DUTIES:** The duties of the Commission shall be as set forth in the applicable sections of the Nebraska Statutes, Section 32.02 of the La Vista Municipal Code and in Ordinance No. 848 adopted by the City Council, such Ordinance being the Zoning Ordinance of the City of La Vista, Nebraska, together with such other responsibilities as may be lawfully assigned to it by the City Council including the following:

- A. The Commission shall make, or cause to be made, and recommend adoption of plans for the physical development of the City, including the City of La Vista Comprehensive Development Plan;
- B. The Commission shall review and recommend for adoption such implemental means as a capital improvement program, subdivision regulations, and zoning ordinance;
- C. The Commission shall consult with or advise public officials and agencies, public utilities, civic organizations, educational institutions, and citizens with relation to the promulgation, implementation and adoption of the City of La Vista Comprehensive Development Plan and its implemental programs;
- D. The Commission shall make recommendations to the City Council on the adoption, implementation and amendment of the La Vista Comprehensive Development Plan, capital improvements, subdivision development, the annexation of territory, and the La Vista Zoning Ordinance or such other plan or regulation affecting the development of the City;
- E. All actions by the Planning Commission shall be subject to the review and supervision of the City Council. The Planning Commission shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate.

Section 4 - **RULES:** In all matters not otherwise provided for by statute, the Municipal Code or applicable Zoning Ordinance, or these Rules and Operating Procedures, the most recent edition of Robert's Rules of Order available to the Commission, as interpreted by the presiding officer, shall govern the conduct of the Commission's meetings.

ARTICLE 2 - COMPOSITION OF THE COMMISSION

Section 1 - **MEMBERSHIP:** The Commission shall consist of nine (9) voting members who shall be residents of the City of La Vista, ~~appointed by the Mayor, by and with the approval of a majority vote of the members elected to the La Vista City Council,~~ except that a maximum of two (2) members may be residents of the unincorporated area around the City over which the City exercises extraterritorial zoning

and subdivision regulation. When there are 1,000 or more residents in the area over which the municipality exercises extraterritorial zoning and subdivision regulation, one regular member of the commission shall be a resident from such area.

Section 2 - APPOINTMENT: The Mayor, with the advice and consent of a majority vote of the City Council, shall appoint the Members of the Planning Commission who shall represent, insofar as is possible, different professions, interests, and occupations in the municipality and, if applicable, the extraterritorial jurisdiction of the municipality.

Section ~~2-3~~ - COMPENSATION: All members of the Commission shall serve without compensation, except for mileage and reasonable expenses when traveling outside the Metropolitan Area in an amount fixed by the City Council.

Section ~~3-4~~ - TERMS OF OFFICE: The term of each Commission member shall be three (3) years. All members shall hold office until their successors have been appointed.

Section ~~4-5~~ - REMOVAL FROM THE COMMISSION: Any member of the Commission may, after public hearing before the City Council, be removed as a member of the Commission by the Mayor with the consent of a majority vote of the City Council for inefficiency, lack of attendance (three consecutive meetings without just cause), neglect of duty, malfeasance in office, or any other good and sufficient cause, as determined by the City Council.

Section ~~5-6~~ - VACANCIES: Vacancies occurring on the Commission other than through expiration of terms of office shall be filled for the un-expired terms by residents appointed by the Mayor in accordance with Section ~~1-2~~ above.

Section ~~6-7~~ - PUBLIC OFFICE: No member of the Commission shall hold any other municipal office, except that one (1) member of the Commission shall serve on the City of La Vista Board of Adjustment.

Section ~~7-8~~ - ALTERNATE MEMBER: An alternate member of the Commission, as may be allowed by ordinance, may be appointed by the Mayor with approval of a majority vote of the City Council. The alternate member shall adhere to the Sections herein, with exception of holding an office of the Commission.

The alternate member may attend any meeting and may serve as a voting and participating member of the Commission at any time when less than the full number of regular Commission members are present and capable of voting. In the event all nine Regular Members are present and capable of voting, the Alternate Member may sit with members of the public at the meeting, but he or she may not sit with the Regular Members. Similarly, the Alternate Member may participate in the meeting to the same extent as other members of the public, but he or she may not serve as a voting and participating Member of the Planning Commission.

In the event all nine Regular Members attend the Planning Commission meeting, but at least one subsequently recuses himself or herself from consideration a particular application or other matter, said Regular Member shall be considered absent and incapable of voting on such application or other matter. In such a situation, the Alternate Member may assume the seat of the recused Regular Member and may participate and vote to the same extent as all other Regular Members present and capable of voting for the duration of the recused Regular Member's absence. If the recused Regular Member returns to the meeting after the particular application or other matter is no longer before the Planning Commission, the Alternate Member must relinquish his or her seat to the Regular Member and he or she may no longer serve as a voting and participating member of the Planning Commission once nine Regular Members are again present and capable of voting.

The Alternate Member's ability to vote and participate is contingent upon there being less than the full

number of Regular Members present and capable of voting at any given meeting and the requirement that the Alternate Member avoid any unlawful conflicts of interest. The content of the application or other matter before the Planning Commission is otherwise irrelevant, regardless of past participation or voting, or lack thereof, by the Alternate Member.

The Alternate Member shall be expected to attend and prepare for every Planning Commission meeting to the same extent as any Regular Member unless notified by the Planning Department in advance that his or her presence at a particular meeting will not be required.

ARTICLE 3 - MEETINGS

- Section 1 - **NUMBER OF MEETINGS:** The Commission shall hold at least one (1) regular meeting in each calendar quarter, except the City Council may require the Commission to meet more frequently and the chairperson of the Commission may call for a meeting when necessary to deal with business pending before the Commission. Said regular meetings shall be held on the first and/or third Thursday of the month when feasible and necessary.
- Section 2 - **RECORDS:** The Commission shall adopt rules for transaction of its business and shall keep a record of its motions, votes of each member on each motion and its other transactions, determinations and findings. The records of the Commission shall be maintained in the Office of the City Clerk of La Vista and shall be a public record.
- Section 3 - **MEETINGS OPEN TO THE PUBLIC:** All meetings of the Commission shall be open to the public and conducted in accordance with the State of Nebraska Public Meetings and Disclosure Laws. Executive sessions of the Commission are prohibited unless discussion exclusively relates to legal actions in which the Commission is a party. No action shall be taken by the Commission during any executive session.

ARTICLE 4 - OFFICERS AND STAFF

- Section 1 - **OFFICERS AND DUTIES:** At its first meeting and annually thereafter, the Commission shall elect, from its membership, a Chairperson, a Vice-Chairperson, and a Secretary, ~~and/or designate a person from outside its membership to serve as Recording Secretary to the Commission.~~

Chairperson: The Chairperson shall be a voting member and shall preside over Commission meetings and, on behalf of the Commission, shall exercise general supervision over the affairs of the Commission. The Chairperson shall have the authority to determine points of order and procedure and to sign all official documents and records of the Commission.

Vice-Chairperson: The Vice-Chairperson shall have the responsibilities and authorities of the Chairperson of the Commission during the absence or disability of the Chairperson. The Vice-Chairperson shall have the authority to act as Chairperson in the event of the absence of or a conflict of ~~an~~ interest by the Chairperson.

Secretary/Recording Secretary: The Secretary/~~Recording Secretary~~ shall be responsible for reviewing all meeting minutes and records keeping a complete and accurate record of all Commission proceedings, including keeping of records and minutes and shall certify all official acts of the Commission, including votes of each member on any and all matters for which a vote is required. The Secretary shall have the authority to act as Chairperson in the event of the absence of, or conflicts of interest by, both the Chairperson and Vice-Chairperson.

Recording Secretary: It shall be the duty of a member of the City's Community Development Department to keep full and correct minutes and records of all meetings, have them reviewed and certified by the Secretary, and to file the same with the City Clerk where they shall be available for public inspection at any reasonable time.

- Section 2 - ELECTION OF OFFICERS: Nomination of Officers shall be made from the floor at the annual organization meeting which shall be at the first meeting in February ~~in~~ each year, and the elections shall follow immediately thereafter. A candidate receiving a majority vote of the entire membership of the Planning Commission shall be declared elected and shall serve one year or until his successor shall take office. The ~~Chairperson~~ Officers may be re-elected. Vacancies in offices shall be filled immediately by regular election procedures.

~~ARTICLE 5 -- GENERAL RULE~~

- ~~Section 1 - RULES: In all matters not otherwise provided for by statute, the Municipal Code or applicable Zoning Ordinance, or these Rules and Operating Procedures, the most recent edition of Robert's Rules of Order available to the Commission, as interpreted by the presiding officer, shall govern the conduct of the Commission's meetings.~~

CHAPTER 2 - OPERATING PROCEDURES

ARTICLE 1 - COMMISSION MEETINGS

- Section 1 - MEETINGS: All meetings of the Commission shall be open to the public and conducted in accordance with the State of Nebraska Public Meetings and Disclosure laws.

Regular Meetings: The Commission shall meet at least once in each calendar quarter, except the City Council may require the commission to meet more frequently and the chairperson of the Commission may call for a meeting when necessary to deal with business pending before the Commission.

Special Meetings: Special meetings of the Commission may be called at any time by the Chairperson or by any Three (3) of the regular Commission members and notice of such special meetings shall be posted and/or published in accordance with Nebraska law and/or the City Zoning Ordinance.

Any visitation by a quorum of the Commission to any premises for which an application to the Commission has been filed shall constitute a meeting of the Commission and such visitation shall not be conducted unless and until proper notice of such meeting of the Commission is provided.

- Section 2 - CANCELLATION OF MEETINGS: Whenever there is business to be conducted by the Commission or a public hearing has been scheduled and it is ascertained that a quorum of the members is or will not be present or available at any Commission meeting, the Chairperson shall dispense with the meeting by opening the meeting and informing all members, petitioners, news media and all other persons in attendance that a meeting cannot be held. The Chairperson shall inform all in attendance of the date, time and place for a rescheduled meeting. In the event of a lack of quorum, all business scheduled for such meeting shall be automatically continued to the next regular or special meeting.

The Chairperson or City Administrator may also cancel any meeting in the event of a natural disaster, snow emergency or other emergency situation. In the event of such cancellation, the City Clerk shall notify the news media for announcement of such cancellation.

A Commission work session may be conducted without a quorum present, provided that no official action of any type shall be taken during such work session.

Section 3 - **QUORUM:** A number of Commissioners equal to a majority of the number of regular members appointed to the Commission shall constitute a quorum. No official business shall be transacted nor shall any public hearing be opened or conducted at any Commission meeting unless a quorum is present.

Section 4 - **VOTING:** No action of the Commission shall be official unless such action is authorized at a regular or special meeting by a majority vote of the entire membership of the Commission. ~~All~~ **V**otes of the Commission shall be cast electronically and be visible to the public at the meeting or by voice votes duly recorded as to the vote cast by each member.

Voting Required: Except in the case of a conflict of interest, as specified in Section 5 herein, all voting members of the Commission present at each meeting of the Commission shall vote on each matter for which a public hearing is held. An abstention from voting for any other reason shall be the same as casting a negative vote.

Absentee Voting: Absentee or proxy voting by any Commission member is prohibited. Members must be present to vote on any matter before the Commission. In the event a member is absent for a part of public hearing, such member's eligibility to vote on the matter under consideration at such public hearing shall be determined by the Chairperson.

Section 5 - **CONFLICT OF INTEREST:** A Commission member shall not participate in the discussion of any matter before the Commission in which he/she or their immediate family has a direct or indirect ownership or financial interest nor shall such member vote on deciding such matter. A member shall declare, for the record, that he/she has such a conflict of interest prior to the discussion of any issue in which a conflict of interest exists and such member shall refrain from any discussion of the matter. Questions as to whether such a conflict of interest exists shall be determined by the Chairperson. When there is uncertainty as to the applicability of this Section, the member involved shall abstain from any discussion or vote on such matter. In all cases, the ~~Secretary~~/Recording Secretary shall enter into the minutes of the Commission the fact that a member (by name) declared or was declared by the Chairperson, to have a conflict of interest and abstained from all discussion and voting on the matter in which the conflict of interest exists.

Nothing in this Section shall prevent a member of the Commission from presenting an application before the Commission on his/her own behalf, but members of the Commission shall not appear before the Commission representing or on the behalf of others.

Section 6 - **EX PARTE COMMUNICATION:** Any Commission member who wishes to visit the premises for which an application to the Commission has been submitted may do so provided that any Commission member who has any communication with an applicant after said applicant has filed an application with the Commission shall, prior to any discussion of the application at public hearing, publicly indicate that such communication occurred and shall indicate the items discussed in such communication.

Section 7 - **ORDER OF BUSINESS:** The order of business at meetings of the Commission generally shall be as listed below, provided that such order of business may be changed by the Chairperson upon the consent of a majority of those members present.

- A. Call Meeting to Order
- B. Approval of Agenda
- C. Approval of Minutes
- D. Old Business
- E. New Business

1) Plats/Miscellaneous Applications (not requiring Public Hearings)

2) Public Hearings

F. Comments from the Floor

G. Comments from the Planning Commission

H. Comments/Reports from Staff

HI. Adjournment

ARTICLE 2 - PUBLIC NOTICE AND HEARINGS

- Section 1 - APPLICATION: A pre-application meeting with City staff is required prior to submission of any application to be considered by the Planning Commission. All applications to be heard by the Planning Commission shall be filed with the Community Development Department by the deadlines set by the Planning Commission Schedule. All applications must be deemed complete by the Community Development Department before they will be scheduled for the Planning Commission. Each application to the Commission shall be on an application form prescribed by the City of La Vista and shall be accompanied by such information and exhibits as is specified on such application form together with payment of any applicable fees. Any communication purporting to be an application that is not on the prescribed application form or does not contain all information requested on such form shall be considered incomplete and shall not be considered at public hearing and no fee shall be accepted. The scheduling of City Council dates for an application will be determined based on the action of the Planning Commission and the completion of all requirements.
- Section 2 - ELIGIBLE APPLICANTS: The owners of property included in any application to the Commission must consent to the filing of the application of the application with the Commission. Such consent shall be evidenced by each owner's signature on said application or a letter of consent signed by such owner(s) or by signature of a person having power of attorney for such owner(s). In the case of property which is being purchased under a land contract, the signatures of both the seller and the buyer or their duly authorized representative shall be required.
- Section 3 - NOTICE OF PUBLIC HEARING: Public notice of any application filed with the Commission which requires action of the Commission at public hearing shall be given in accordance with the requirements of the Zoning or Subdivision Ordinance of the City of La Vista, whichever is applicable. Proof of such publication of each public hearing notice shall be ~~obtained by~~provided to the Commission and maintained in the records of the Commission.
- Section 4 - CONTENTS OF NOTICE OF PUBLIC HEARING: Any notice of public hearing required by the City Zoning Ordinance or Subdivision Regulations shall contain, at a minimum, the following information:
- A. A statement explaining the type of application filed with the Commission;
 - B. The general location of the land included in such application by address or other sufficiently identifiable geographic description regarding the location of such property;
 - C. The legal description of the property included in the application;
 - D. The time, place and location of the public hearing to be conducted by the Commission;
 - E. A statement that all interested parties may offer oral comments at the public hearing and/or may file written comments with the Commission concerning the application and that such comments shall be considered by the Commission, provided such written comments are received by the Commission prior to the public hearing date; and

F. Any other statement as may be required by law.

Section 5 - CONDUCT OF PUBLIC HEARINGS: The Commission shall utilize an agenda prepared by staff to determine the order of business at each meeting. When possible, public hearings on applications submitted to the Commission shall be heard in the order that applications for such applications were received and in accordance with the Order of Business prescribed in these Operating Procedures, except that the Order of Business may be changed by the Chairperson, upon the consenting vote of those Commission members present. Each public hearing shall be conducted in accordance with the following procedure:

~~A. The Chairperson shall request proof of notification of public hearing from staff. In the event such public hearing notice was not published, the Chairperson shall continue such public hearing to the specified date, time and place and shall instruct staff to publish such notice, including the revised date, time and place of such public hearing.~~

~~B. The Chairperson shall request verification from staff that the application to be heard at public hearing is complete in all respects, as required by the applicable application form(s) and with regard to any application submission requirements set forth in the applicable City Zoning Ordinance or Subdivision Regulations, whichever is applicable. If such application is incomplete, such application shall be automatically continued to the next meeting of the Commission and the Chairperson shall state the date, time and place of such next meeting and shall issue instructions to the petitioner that the application must be completed prior to the next Commission meeting or the application shall be removed from consideration by the Commission until such time as it is complete.~~

CA. The Chairperson shall make a determination that the petitioner, his/her attorney or other authorized representative is present and desires to proceed with the public hearing or if the petitioner, his/her attorney or other authorized representative would like a continuance of the hearing or would like to withdraw the application. If the petitioner, his/her attorney or other authorized representative is not present, such application shall be automatically placed at the bottom of the Order of Business. If the petitioner, his/her attorney or other authorized representative is still not present when the public hearing for this application is called again, such application shall be automatically continued to the next meeting of the Commission, as determined by the Chairperson, and all persons present shall be verbally notified of the date, time and place of such continued public hearing by the Chairperson.

DB. If the public hearing is to proceed, the Chairperson shall ~~call for a motion to~~ open the public hearing and the Commission shall hear testimony in the following order:

1. Presentation of comments or recommendations by staff, agency, or consultant serving the Commission, or from which the Commission has sought input or advice;

2. Presentation of the application request by the petitioner or his/her attorney or other authorized representative; That person shall first state his/her name and address and if the party appearing is not the applicant, the nature of his/her representative capacity. The applicant or representative should state as succinctly as possible:

a) Why the applicant desires the action requested

b) Why the application is in accordance with sound planning practices

3. Reading of any written communications or comments received by the Commission regarding the application;

4. Comments and questions by members of the Commission;

5. Comments and questions by any members of the public either in support of or in opposition to the application. Persons wishing to speak on the agenda item will be called to present testimony in the following order;

a) Proponents of the application;

b) Opponents of the application;

c) Neutral parties (or those just seeking information about the application)

All persons giving testimony are first required to sign the sign-in sheet. Each person shall then state their name and address. Such individual should then present his/her reasons why the application is or is not in accordance with sound planning practices.

It is requested that large groups in attendance concerned with an application choose one or two spokespersons to present the group's testimony. The spokesperson may have the group stand to give the Commission an idea of the number of persons sharing similar viewpoints. It should be recognized, however, that the Commission is interested in factual information.

All parties presenting testimony shall avoid repetition of statements and shall present their position as briefly as possible. Five (5) minutes is the maximum time for each individual's testimony. The Chairperson may grant additional time if he/she deems it necessary. Individual speakers and spokespersons should not present testimony previously given. The Chairperson of the Commission shall reserve the right to discontinue at any time repetitious or irrelevant testimony.

6. Rebuttals or final statement by the petitioner or his/her attorney or other authorized representative.

The Commission may call upon staff assistance or comments from the appropriate City of La Vista personnel at any time during the proceedings.

EC. After all public comments have been heard, the Chairperson shall call for a motion to close the public hearing and shall call for a motion for action on the application. Additional public comment shall not be permitted after the closing of the public hearing, except at the discretion of the Chairperson. Commission members may discuss the application prior to any motion in order to clarify the issues pertaining to such application. Any motion which is made and seconded is open for discussion by the Commission members only, unless the Chairperson specifically invites additional comments by the petitioner or the public. The Chairperson shall have the authority to limit discussion by the Commission or the public if such discussion is repetitious or irrelevant.

Section 6 - VOTING: Action on any matter requiring a public hearing by the Commission must be made through passage of a motion. Failure of a motion due to lack of second or due to lack of the minimum required majority voting in favor or the motion shall not constitute any action by the Commission. Each motion on any matter requiring a public hearing shall be decided by a roll call vote of all members present, except for any abstention due to a legitimate conflict of interest by one or more Commission members. In the event one or more Commission members have a conflict of interest and thus must abstain from voting, the motion must be decided by a majority of the total Commission membership. If a sufficient number of Commission members are not present after any abstentions, action on the application shall be continued to the next meeting of the Commission, as determined by the Chairperson and the

Chairperson shall verbally indicate to all persons present at the public hearing the date, time and place of such meeting. The votes cast by each member of the Commission shall be recorded in the minutes of the Commission.

Five (5) affirmative votes are required to recommend approval or denial of an application request or to approve or deny requests for which the Commission has final authority.

Each motion for a final action shall be supported with a statement that explains the reason for such action. Such statement should address compliance with the Comprehensive Plan, the Subdivision Regulations, the Zoning Ordinance, or other statutory requirements, as applicable.

The Commission may vote at the same meeting to reconsider or rescind a final action if a motion to do so is made by a Commissioner who voted on the prevailing side of the action and is approved by five (5) affirmative votes of the Commission. If an action is rescinded or reconsidered, the Commission may proceed immediately to consider new motions on the application.

All subsidiary votes and procedural votes may be determined by the majority vote of the quorum present at any meeting.

Section 7 - **RULES OF CONDUCT:** The following rules of conduct shall apply to and at all public hearings conducted by the Commission:

- A. Representation: A petitioner may appear in person, by agent or attorney and may present any supporting witnesses, evidence, statements and arguments in support of the application. Persons in support of or in opposition to the application may appear in person, by agent or attorney and may present witnesses, evidence, statements and arguments in favor of or in opposition to the application. Any person interested in any application before the Commission shall have the right to be heard and such persons shall not be required to enter any written statement at the public hearing. A Commission member and staff may represent their own application, but shall not under any circumstances represent others before the Commission.
- B. Commission Participation: Commission members shall be provided with adequate opportunity to examine witnesses and question any evidence, statements and arguments presented in the interest of a fair and complete hearing.
- C. Comments Addressed to the ~~Chairperson~~Commission: All comments by the petitioner, his/her agent or attorney or the members of the public present at any public hearing shall be addressed to the Commission ~~through the Chairperson~~. Comments and arguments between the petitioner, his/her agent or attorney and other persons in attendance at the public hearing shall be prohibited by the Chairperson.
- D. Authority of the Chairperson: The Chairperson shall have the authority to prohibit repetitious or irrelevant testimony and comments and shall have the authority to limit the length of testimony by each person to a length of time deemed appropriate for a fair and complete hearing.
- E. Orderly Conduct: Every person appearing before the Commission shall abide by the order and direction of the Chairperson. Discourteous, disorderly, or contemptuous conduct shall not be permitted by the Chairperson and the Chairperson shall have the authority to have any person guilty of such conduct removed from the hearing room.

E.F.

ARTICLE 3 - DISPOSITION OF APPLICATIONS

- Section 1 - **MOTIONS:** The final disposition of any application duly filed and brought before the Commission shall be in the form of a motion, properly seconded and adopted. Said motion shall specifically set forth one of the ~~following~~ forms of dispositions described below in this Article.
- Section 2 - **DISMISSAL:** An application may be dismissed from consideration by the Commission in accordance with the following situations:
- A. Dismissal of Applications: The Commission may dismiss an application after one (1) continuance if the petitioner or his/her authorized representative fails to appear to present the application or if such application has been improperly or incompletely filed and has not been modified after original consideration by the Commission.
 - B. Lack of Jurisdiction: The Commission shall dismiss an application if it finds that it has no authority of jurisdiction over the matter contained in the application.
- Section 3 - **WITHDRAWAL OF APPLICATIONS:** An application filed with the Commission may be withdrawn from consideration in accordance with the following situations and limitations:
- A. Withdrawal without Prejudice: Any application may be withdrawn without prejudice, provided a written or verbal request from the petitioner or his/her agent or attorney is received by the Commission at any time prior to any motion by the Commission for action on said application.
 - B. Withdrawal Not Permitted: No application may be withdrawn after a motion has been made and seconded and a vote of the Commission has been ordered by the Chairperson.
- Section 4 - **AMENDMENT OF APPLICATIONS:** No application shall be amended during any public hearing to increase the land area involved in the application or to substantially change the application without re-filing of a revised application with re-notification of the public and notice of public hearing. Any application may be amended to decrease the land area involved or to allow minor changes in the application without such re-filing and re-notification upon review and recommendation by staff.
- Section 5 - **CONTINUANCE OF APPLICATIONS:** An application filed with the Commission for consideration at public hearing may be continued to the next meeting of the Commission in accordance with the following:
- A. Request by Petitioner: A petitioner or his/her agent or attorney may request a continuance of an application, either verbally or in writing at any time prior to action on a motion of the Commission regarding such application. After one continuance, unless the petitioner intends to completely withdraw the application, the petitioner shall be required to show good and sufficient cause for such continuance and it shall be within the Commission's authority to grant or deny the continuance request.
 - B. Motion by the Commission: Any member of the Commission may at any time move to continue an application before the Commission. Such a motion when duly seconded and approved by a vote of the Commission shall continue the application to a date, time and place specified in the motion. The Commission may include in such motion, such specific instructions for re-notification of the public and publishing of a public hearing notice if the Commission determines such would be in the best interest of a fair and complete public hearing. If such re-notification is required, the petitioner shall not pay any additional fees unless the reason for the continuance was due to a lack of information or other

incompleteness of the petitioner's application.

- C. Automatic Continuance: In the event that the Commission cannot achieve a quorum or the minimum number of concurring votes on any motions to approve or deny an application, such vote shall be declared indecisive and the application shall be automatically continued to the next meeting of the Commission. When declaring an indecisive vote and a continuance of the application, the Chairperson shall state the date, time and location of the next Commission meeting at which the application will be considered by the Commission. No application shall be continued more than two (2) consecutive times. If, upon a third consecutive consideration, the Commission cannot achieve a minimum number of concurring votes on any motion to act on the application, it shall forward the application to the City Council with a report stating that the Commission was unable to arrive at a recommendation regarding the application and that the City Council shall decide on the application without a recommendation by the Commission.
- D. Improper Notice: If the Chairperson shall find that proper notice of the public hearing has not been given, the Chairperson shall automatically continue the public hearing to the next meeting of the Commission and the Chairperson shall instruct staff to publish proper notice of the public hearing in accordance with the requirements of the City Zoning Ordinance or Subdivision Regulations, whichever is applicable. The Chairperson shall also state the date, time and location of the next Commission meeting at which the affected application shall be heard.

Section 6 - **APPROVAL OF APPLICATIONS:** ~~If the Commission approves any motion to amend or modify the City Comprehensive Plan or to amend or modify any text of the Zoning Ordinance or Subdivision Regulations, it~~ The Commission may attach any conditions to its recommendations to the City Council as is appropriate ~~to such amendment or modification. If the Commission approves any motion regarding a rezoning (change of zoning district boundaries on the Official Zoning District Map) such motion shall be without any conditions. In either case, t~~ The Chairperson of the Commission shall direct staff to forward such recommendation to the City Council for its consideration.

Section 7 - **DISAPPROVAL OF APPLICATIONS:** If the Commission approves a motion to recommend deny ~~denial of any application, such motion shall contain reasons for the denial, amendment or modification to the City Comprehensive Plan or to amend or modify the text of the Zoning Ordinance, the Official Zoning District Map, or the text of the Subdivision Regulations, the~~ The Chairperson shall direct staff to forward such recommendation to the City Council for its consideration.

ARTICLE 4 - COMMITTEES

Section 1 - **AUTHORITY:** The Mayor shall have the authority to appoint any standing or temporary committee to facilitate the work of the Commission or to advise the full Commission on any matter. Such committees shall be comprised of Commission members and may include such other persons appropriate to the task(s) of the committee. The Mayor, when making such committee appointments shall designate a chairperson of the committee being created. The Chairperson of the Commission shall be an ex-officio member of any committee appointed.

ARTICLE 5 - COMMISSION RECORDS

Section 1 - **RESPONSIBILITY:** It shall be the duty of the Commission to maintain all its records and files, including official minutes of the Commission. City staff will keep and maintain such records and files. All records of the Commission shall be a public record and open to public inspection.

Section 2 - MINUTES: The ~~Secretary~~/Recording Secretary of the Commission shall prepare an accurate record of all public hearings and official actions of the Commission and such minutes shall be reviewed by an officer of the Commission prior to adoption. The minutes shall be made available to the public within ten (10) days following any meeting of the Commission and shall not become official minutes of the Commission until approved by the Commission at its next meeting. The Commission shall have the authority to require modifications to such minutes prior to approval to create a more accurate or detailed record of the Commission's actions. Upon approval of the minutes by the Commission, copies shall be made available to any interested party.

Section 3 - AUDIO OR VIDEO TAPE RECORDINGS: The ~~Secretary~~/Recording Secretary of the Commission may make taped or other mechanical recordings of the Commission's proceedings. Such recordings, if made, shall remain on file in the office of the City Clerk at least until the official minutes for which the Commission's proceedings were recorded have been approved by the City Council.

Such recordings shall not be removed from the office of the City Clerk by any person other than by order of a court of competent jurisdiction. Interested persons may listen and/or watch such recordings in the office of the City Clerk and may transcribe any information on such recordings.

Section 4 - APPLICATIONS AND FILES: A file shall be maintained for each application filed with the Commission. Such files shall contain, at a minimum, the completed application form, the proof of public notice and such other supporting materials and exhibits pertaining to such application submitted by the petitioner or any other person, together with a copy of the section of the Commission's official minutes which indicate the Commission's action regarding the application and its recommendation to the City Council.

ARTICLE 6 - AMENDMENTS OF SUSPENSION OF RULES AND OPERATING PROCEDURES

Section 1 - AMENDMENTS: These Rules and Operating Procedures may be amended upon recommendation of the Commission and approval by the City Council. A vote of 2/3 of the total membership of the Commission is required prior to City Council consideration, provided however, that the proposed amendment(s) shall have been presented in writing to the full Commission at the previous meeting of the Commission.

Section 2 - SUSPENSION: The suspension of any rule or procedure set forth herein may be authorized by the Commission at any meeting of the Commission upon the affirmative vote of a majority of the Commission members, provided however, that no rule or procedure may be suspended more than once and that no rule or procedure which is required to comply with the La Vista Municipal Code, La Vista Zoning Ordinance, the La Vista Subdivision Regulations or Nebraska law shall be suspended.

ARTICLE 7 - SEVARABILITY

If any section, clause, provision, or portion of these Rules and Operating Procedures shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section, clause, provision or portion of these Rules and Operating Procedures.

ARTICLE 8 - CERTIFICATE OF ADOPTION

The foregoing Rules and Operating Procedures of the City of La Vista Planning Commission are hereby adopted by affirmative vote of the Commission on this _____ day of _____, ~~2003~~2026.

Planning Commission Secretary

Planning Commission Chairperson ~~(acting)~~

The foregoing Rules and Operating Procedures of the City of La Vista Planning Commission are hereby adopted by affirmative vote of the La Vista City Council on this _____ day of _____, ~~2003~~2026.

Mayor

City Clerk

PLANNING COMMISSION RULES & OPERATING PROCEDURES

CITY OF LA VISTA, NEBRASKA

CHAPTER 1 - RULES

ARTICLE 1 - POWERS AND DUTIES

- Section 1 - **AUTHORITY:** The La Vista Planning Commission (hereinafter called the "Commission"), duly established under Chapter 19 of Nebraska Statutes, exists as an advisory commission under the authorities so established in Section 32.02 of the La Vista Municipal Code.
- Section 2 - **NAME:** The legal name of the Commission shall be the City of La Vista Planning Commission.
- Section 3 - **DUTIES:** The duties of the Commission shall be as set forth in the applicable sections of the Nebraska Statutes, Section 32.02 of the La Vista Municipal Code and in Ordinance No. 848 adopted by the City Council, such Ordinance being the Zoning Ordinance of the City of La Vista, Nebraska, together with such other responsibilities as may be lawfully assigned to it by the City Council including the following:
- A. The Commission shall make, or cause to be made, and recommend adoption of plans for the physical development of the City, including the City of La Vista Comprehensive Development Plan;
 - B. The Commission shall review and recommend for adoption such implemental means as a capital improvement program, subdivision regulations, and zoning ordinance;
 - C. The Commission shall consult with or advise public officials and agencies, public utilities, civic organizations, educational institutions, and citizens with relation to the promulgation, implementation and adoption of the City of La Vista Comprehensive Development Plan and its implemental programs;
 - D. The Commission shall make recommendations to the City Council on the adoption, implementation and amendment of the La Vista Comprehensive Development Plan, capital improvements, subdivision development, the annexation of territory, and the La Vista Zoning Ordinance or such other plan or regulation affecting the development of the City;
 - E. All actions by the Planning Commission shall be subject to the review and supervision of the City Council. The Planning Commission shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate.
- Section 4 - **RULES:** In all matters not otherwise provided for by statute, the Municipal Code or applicable Zoning Ordinance, or these Rules and Operating Procedures, the most recent edition of Robert's Rules of Order available to the Commission, as interpreted by the presiding officer, shall govern the conduct of the Commission's meetings.

ARTICLE 2 - COMPOSITION OF THE COMMISSION

- Section 1 - **MEMBERSHIP:** The Commission shall consist of nine (9) voting members who shall be residents of the City of La Vista, except that a maximum of two (2) members may be residents of the unincorporated area around the City over which the City exercises extraterritorial zoning and subdivision regulation. When there are 1,000 or more residents in the area over which the municipality exercises extraterritorial zoning and subdivision regulation, one regular member of the commission shall be a resident from such

area.

- Section 2 - **APPOINTMENT:** The Mayor, with the advice and consent of a majority vote of the City Council, shall appoint the Members of the Planning Commission who shall represent, insofar as is possible, different professions, interests, and occupations in the municipality and, if applicable, the extraterritorial jurisdiction of the municipality.
- Section 3 - **COMPENSATION:** All members of the Commission shall serve without compensation, except for mileage and reasonable expenses when traveling outside the Metropolitan Area in an amount fixed by the City Council.
- Section 4 - **TERMS OF OFFICE:** The term of each Commission member shall be three (3) years. All members shall hold office until their successors have been appointed.
- Section 5 - **REMOVAL FROM THE COMMISSION:** Any member of the Commission may, after public hearing before the City Council, be removed as a member of the Commission by the Mayor with the consent of a majority vote of the City Council for inefficiency, lack of attendance (three consecutive meetings without just cause), neglect of duty, malfeasance in office, or any other good and sufficient cause, as determined by the City Council.
- Section 6 - **VACANCIES:** Vacancies occurring on the Commission other than through expiration of terms of office shall be filled for the un-expired terms by residents appointed by the Mayor in accordance with Section 2 above.
- Section 7 - **PUBLIC OFFICE:** No member of the Commission shall hold any other municipal office, except that one (1) member of the Commission shall serve on the City of La Vista Board of Adjustment.
- Section 8 - **ALTERNATE MEMBER:** An alternate member of the Commission, as may be allowed by ordinance, may be appointed by the Mayor with approval of a majority vote of the City Council. The alternate member shall adhere to the Sections herein, with exception of holding an office of the Commission.

The alternate member may attend any meeting and may serve as a voting and participating member of the Commission at any time when less than the full number of regular Commission members are present and capable of voting. In the event all nine Regular Members are present and capable of voting; the Alternate Member may sit with members of the public at the meeting, but he or she may not sit with the Regular Members. Similarly, the Alternate Member may participate in the meeting to the same extent as other members of the public, but he or she may not serve as a voting and participating Member of the Planning Commission.

In the event all nine Regular Members attend the Planning Commission meeting, but at least one subsequently recuses himself or herself from consideration a particular application or other matter, said Regular Member shall be considered absent and incapable of voting on such application or other matter. In such a situation, the Alternate Member may assume the seat of the recused Regular Member and may participate and vote to the same extent as all other Regular Members present and capable of voting for the duration of the recused Regular Member's absence. If the recused Regular Member returns to the meeting after the particular application or other matter is no longer before the Planning Commission, the Alternate Member must relinquish his or her seat to the Regular Member and he or she may no longer serve as a voting and participating member of the Planning Commission once nine Regular Members are again present and capable of voting.

The Alternate Member's ability to vote and participate is contingent upon there being less than the full number of Regular Members present and capable of voting at any given meeting and the requirement that the Alternate Member avoid any unlawful conflicts of interest. The content of the application or

other matter before the Planning Commission is otherwise irrelevant, regardless of past participation or voting, or lack thereof, by the Alternate Member.

The Alternate Member shall be expected to attend and prepare for every Planning Commission meeting to the same extent as any Regular Member unless notified by the Planning Department in advance that his or her presence at a particular meeting will not be required.

ARTICLE 3 - MEETINGS

- Section 1 - **NUMBER OF MEETINGS:** The Commission shall hold at least one (1) regular meeting in each calendar quarter, except the City Council may require the Commission to meet more frequently and the chairperson of the Commission may call for a meeting when necessary to deal with business pending before the Commission. Said regular meetings shall be held on the first and/or third Thursday of the month when feasible and necessary.
- Section 2 - **RECORDS:** The Commission shall adopt rules for transaction of its business and shall keep a record of its motions, votes of each member on each motion and its other transactions, determinations and findings. The records of the Commission shall be maintained in the Office of the City Clerk of La Vista and shall be a public record.
- Section 3 - **MEETINGS OPEN TO THE PUBLIC:** All meetings of the Commission shall be open to the public and conducted in accordance with the State of Nebraska Public Meetings and Disclosure Laws. Executive sessions of the Commission are prohibited unless discussion exclusively relates to legal actions in which the Commission is a party. No action shall be taken by the Commission during any executive session.

ARTICLE 4 - OFFICERS AND STAFF

- Section 1 - **OFFICERS AND DUTIES:** At its first meeting and annually thereafter, the Commission shall elect, from its membership, a Chairperson, a Vice-Chairperson, and a Secretary.

Chairperson: The Chairperson shall be a voting member and shall preside over Commission meetings and, on behalf of the Commission, shall exercise general supervision over the affairs of the Commission. The Chairperson shall have the authority to determine points of order and procedure and to sign all official documents and records of the Commission.

Vice-Chairperson: The Vice-Chairperson shall have the responsibilities and authorities of the Chairperson of the Commission during the absence or disability of the Chairperson. The Vice-Chairperson shall have the authority to act as Chairperson in the event of the absence of or a conflict of interest by the Chairperson.

Secretary: The Secretary shall be responsible for reviewing all meeting minutes and records and shall certify all official acts of the Commission, including votes of each member on any and all matters for which a vote is required. The Secretary shall have the authority to act as Chairperson in the event of the absence of, or conflicts of interest by, both the Chairperson and Vice-Chairperson.

Recording Secretary: It shall be the duty of a member of the City's Community Development Department to keep full and correct minutes and records of all meetings, have them reviewed and certified by the Secretary, and to file the same with the City Clerk where they shall be available for public inspection at any reasonable time.

Section 2 - **ELECTION OF OFFICERS:** Nomination of Officers shall be made from the floor at the annual organization meeting which shall be at the first meeting in February each year, and the elections shall follow immediately thereafter. A candidate receiving a majority vote of the entire membership of the Planning Commission shall be declared elected and shall serve one year or until his successor shall take office. The Officers may be re-elected. Vacancies in offices shall be filled immediately by regular election procedures.

CHAPTER 2 - OPERATING PROCEDURES

ARTICLE 1 - COMMISSION MEETINGS

Section 1 - **MEETINGS:** All meetings of the Commission shall be open to the public and conducted in accordance with the State of Nebraska Public Meetings and Disclosure laws.

Regular Meetings: The Commission shall meet at least once in each calendar quarter, except the City Council may require the Commission to meet more frequently and the chairperson of the Commission may call for a meeting when necessary to deal with business pending before the Commission.

Special Meetings: Special meetings of the Commission may be called at any time by the Chairperson or by any Three (3) of the regular Commission members and notice of such special meetings shall be posted and/or published in accordance with Nebraska law and/or the City Zoning Ordinance.

Any visitation by a quorum of the Commission to any premises for which an application to the Commission has been filed shall constitute a meeting of the Commission and such visitation shall not be conducted unless and until proper notice of such meeting of the Commission is provided.

Section 2 - **CANCELLATION OF MEETINGS:** Whenever there is business to be conducted by the Commission or a public hearing has been scheduled and it is ascertained that a quorum of the members is or will not be present or available at any Commission meeting, the Chairperson shall dispense with the meeting by opening the meeting and informing all members, petitioners, news media and all other persons in attendance that a meeting cannot be held. The Chairperson shall inform all in attendance of the date, time and place for a rescheduled meeting. In the event of a lack of quorum, all business scheduled for such meeting shall be automatically continued to the next regular or special meeting.

The Chairperson or City Administrator may also cancel any meeting in the event of a natural disaster, snow emergency or other emergency situation. In the event of such cancellation, the City Clerk shall notify the news media for announcement of such cancellation.

A Commission work session may be conducted without a quorum present, provided that no official action of any type shall be taken during such work session.

Section 3 - **QUORUM:** A number of Commissioners equal to a majority of the number of regular members appointed to the Commission shall constitute a quorum. No official business shall be transacted, nor shall any public hearing be opened or conducted at any Commission meeting unless a quorum is present.

Section 4 - **VOTING:** No action of the Commission shall be official unless such action is authorized at a regular or special meeting by a majority vote of the entire membership of the Commission. Votes of the Commission shall be cast electronically and be visible to the public at the meeting or by voice votes duly recorded as to the vote cast by each member.

Voting Required: Except in the case of a conflict of interest, as specified in Section 5 herein, all voting

members of the Commission present at each meeting of the Commission shall vote on each matter for which a public hearing is held. An abstention from voting for any other reason shall be the same as casting a negative vote.

Absentee Voting: Absentee or proxy voting by any Commission member is prohibited. Members must be present to vote on any matter before the Commission. In the event a member is absent for a part of public hearing, such member's eligibility to vote on the matter under consideration at such public hearing shall be determined by the Chairperson.

Section 5 - **CONFLICT OF INTEREST:** A Commission member shall not participate in the discussion of any matter before the Commission in which he/she or their immediate family has a direct or indirect ownership or financial interest nor shall such member vote on deciding such matter. A member shall declare, for the record, that he/she has such a conflict of interest prior to the discussion of any issue in which a conflict of interest exists and such member shall refrain from any discussion of the matter. Questions as to whether such a conflict of interest exists shall be determined by the Chairperson. When there is uncertainty as to the applicability of this Section, the member involved shall abstain from any discussion or vote on such matter. In all cases, the Recording Secretary shall enter into the minutes of the Commission the fact that a member (by name) declared or was declared by the Chairperson to have a conflict of interest and abstained from all discussion and voting on the matter in which the conflict of interest exists.

Nothing in this Section shall prevent a member of the Commission from presenting an application before the Commission on his/her own behalf, but members of the Commission shall not appear before the Commission representing or on the behalf of others.

Section 6 - **EX PARTE COMMUNICATION:** Any Commission member who wishes to visit the premises for which an application to the Commission has been submitted may do so provided that any Commission member who has any communication with an applicant after said applicant has filed an application with the Commission shall, prior to any discussion of the application at public hearing, publicly indicate that such communication occurred and shall indicate the items discussed in such communication.

Section 7 - **ORDER OF BUSINESS:** The order of business at meetings of the Commission generally shall be as listed below, provided that such order of business may be changed by the Chairperson upon the consent of a majority of those members present.

- A. Call Meeting to Order
- B. Approval of Agenda
- C. Approval of Minutes
- D. Old Business
- E. New Business
 - 1) Plats/Miscellaneous Applications (not requiring Public Hearings)
 - 2) Public Hearings
- F. Comments from the Floor
- G. Comments from the Planning Commission
- H. Comments/Reports from Staff
- I. Adjournment

ARTICLE 2 - PUBLIC NOTICE AND HEARINGS

Section 1 - **APPLICATION:** A pre-application meeting with City staff is required prior to submission of any application to be considered by the Planning Commission. All applications to be heard by the Planning Commission shall be filed with the Community Development Department by the deadlines set by the

Planning Commission Schedule. All applications must be deemed complete by the Community Development Department before they will be scheduled for the Planning Commission. Each application to the Commission shall be on an application form prescribed by the City of La Vista and shall be accompanied by such information and exhibits as is specified on such application form together with payment of any applicable fees. Any communication purporting to be an application that is not on the prescribed application form or does not contain all information requested on such form shall be considered incomplete and shall not be considered at public hearing and no fee shall be accepted. The scheduling of City Council dates for an application will be determined based on the action of the Planning Commission and the completion of all requirements.

- Section 2 - **ELIGIBLE APPLICANTS:** The owners of property included in any application to the Commission must consent to the filing of the application of the application with the Commission. Such consent shall be evidenced by each owner's signature on said application or a letter of consent signed by such owner(s) or by signature of a person having power of attorney for such owner(s). In the case of property which is being purchased under a land contract, the signatures of both the seller and the buyer or their duly authorized representative shall be required.
- Section 3 - **NOTICE OF PUBLIC HEARING:** Public notice of any application filed with the Commission which requires action of the Commission at public hearing shall be given in accordance with the requirements of the Zoning or Subdivision Ordinance of the City of La Vista, whichever is applicable. Proof of such publication of each public hearing notice shall be provided to the Commission and maintained in the records of the Commission.
- Section 4 - **CONTENTS OF NOTICE OF PUBLIC HEARING:** Any notice of public hearing required by the City Zoning Ordinance or Subdivision Regulations shall contain, at a minimum, the following information:
- A. A statement explaining the type of application filed with the Commission;
 - B. The general location of the land included in such application by address or other sufficiently identifiable geographic description regarding the location of such property;
 - C. The legal description of the property included in the application;
 - D. The time, place and location of the public hearing to be conducted by the Commission;
 - E. A statement that all interested parties may offer oral comments at the public hearing and/or may file written comments with the Commission concerning the application and that such comments shall be considered by the Commission, provided such written comments are received by the Commission prior to the public hearing date; and
 - F. Any other statement as may be required by law.
- Section 5 - **CONDUCT OF PUBLIC HEARINGS:** The Commission shall utilize an agenda prepared by staff to determine the order of business at each meeting. When possible, public hearings on applications submitted to the Commission shall be heard in the order that applications for such applications were received and in accordance with the Order of Business prescribed in these Operating Procedures, except that the Order of Business may be changed by the Chairperson, upon the consenting vote of those Commission members present. Each public hearing shall be conducted in accordance with the following procedure:

- A. The Chairperson shall make a determination that the petitioner, his/her attorney or other authorized representative is present and desires to proceed with the public hearing or if the petitioner, his/her attorney or other authorized representative would like a continuance of the hearing or would like to withdraw the application. If the petitioner, his/her attorney or other authorized representative is not present, such application shall be automatically placed at the bottom of the Order of Business. If the petitioner, his/her attorney or other authorized representative is still not present when the public hearing for this application is called again, such application shall be automatically continued to the next meeting of the Commission, as determined by the Chairperson, and all persons present shall be verbally notified of the date, time and place of such continued public hearing by the Chairperson.
- B. If the public hearing is to proceed, the Chairperson shall open the public hearing and the Commission shall hear testimony in the following order:
 - 1. Presentation of comments or recommendations by staff, agency, or consultant serving the Commission, or from which the Commission has sought input or advice;
 - 2. Presentation of the application request by the petitioner or his/her attorney or other authorized representative. That person shall first state his/her name and address and if the party appearing is not the applicant, the nature of his/her representative capacity. The applicant or representative should state as succinctly as possible:
 - a) Why the applicant desires the action requested
 - b) Why the application is in accordance with sound planning practices
 - 3. Reading of any written communications or comments received by the Commission regarding the application;
 - 4. Comments and questions by members of the Commission;
 - 5. Comments and questions by any members of the public either in support of or in opposition to the application. Persons wishing to speak on the agenda item will be called to present testimony in the following order:
 - a) Proponents of the application;
 - b) Opponents of the application;
 - c) Neutral parties (or those just seeking information about the application)

All persons giving testimony are first required to sign the sign-in sheet. Each person shall then state their name and address. Such individual should then present his/her reasons why the application is or is not in accordance with sound planning practices.

It is requested that large groups in attendance concerned with an application choose one or two spokespersons to present the group's testimony. The spokesperson may have the group stand to give the Commission an idea of the number of persons sharing similar viewpoints. It should be recognized, however, that the Commission is interested in factual information.

All parties presenting testimony shall avoid repetition of statements and shall present their position as briefly as possible. Five (5) minutes is the maximum time for each individual's testimony. The Chairperson may grant additional time if he/she deems it necessary.

Individual speakers and spokespersons should not present testimony previously given. The Chairperson of the Commission shall reserve the right to discontinue at any time repetitious or irrelevant testimony.

6. Rebuttals or final statement by the petitioner or his/her attorney or other authorized representative.

The Commission may call upon staff assistance or comments from the appropriate City of La Vista personnel at any time during the proceedings.

C. After all public comments have been heard, the Chairperson shall call for a motion to close the public hearing and shall call for a motion for action on the application. Additional public comment shall not be permitted after the closing of the public hearing, except at the discretion of the Chairperson. Commission members may discuss the application prior to any motion in order to clarify the issues pertaining to such application. Any motion which is made and seconded is open for discussion by the Commission members only, unless the Chairperson specifically invites additional comments by the petitioner or the public. The Chairperson shall have the authority to limit discussion by the Commission or the public if such discussion is repetitious or irrelevant.

Section 6 - **VOTING:** Action on any matter requiring a public hearing by the Commission must be made through passage of a motion. Failure of a motion due to lack of second or due to lack of the minimum required majority voting in favor or the motion shall not constitute any action by the Commission. Each motion on any matter requiring a public hearing shall be decided by a roll call vote of all members present, except for any abstention due to a legitimate conflict of interest by one or more Commission members. In the event one or more Commission members have a conflict of interest and thus must abstain from voting, the motion must be decided by a majority of the total Commission membership. If a sufficient number of Commission members are not present after any abstentions, action on the application shall be continued to the next meeting of the Commission, as determined by the Chairperson and the Chairperson shall verbally indicate to all persons present at the public hearing the date, time and place of such meeting. The votes cast by each member of the Commission shall be recorded in the minutes of the Commission.

Five (5) affirmative votes are required to recommend approval or denial of an application request or to approve or deny requests for which the Commission has final authority.

Each motion for a final action shall be supported with a statement that explains the reason for such action. Such statement should address compliance with the Comprehensive Plan, the Subdivision Regulations, the Zoning Ordinance, or other statutory requirements, as applicable.

The Commission may vote at the same meeting to reconsider or rescind a final action if a motion to do so is made by a Commissioner who voted on the prevailing side of the action and is approved by five (5) affirmative votes of the Commission. If an action is rescinded or reconsidered, the Commission may proceed immediately to consider new motions on the application.

All subsidiary votes and procedural votes may be determined by the majority vote of the quorum present at any meeting.

Section 7 - **RULES OF CONDUCT:** The following rules of conduct shall apply to and at all public hearings conducted by the Commission:

A. Representation: A petitioner may appear in person, by agent or attorney and may present any supporting witnesses, evidence, statements and arguments in support of the application.

Persons in support of or in opposition to the application may appear in person, by agent or attorney and may present witnesses, evidence, statements and arguments in favor of or in opposition to the application. Any person interested in any application before the Commission shall have the right to be heard and such persons shall not be required to enter any written statement at the public hearing. A Commission member and staff may represent their own application but shall not under any circumstances represent others before the Commission.

- B. Commission Participation: Commission members shall be provided with adequate opportunity to examine witnesses and question any evidence, statements and arguments presented in the interest of a fair and complete hearing.
- C. Comments Addressed to the Commission: All comments by the petitioner, his/her agent or attorney or the members of the public present at any public hearing shall be addressed to the Commission. Comments and arguments between the petitioner, his/her agent or attorney and other persons in attendance at the public hearing shall be prohibited by the Chairperson.
- D. Authority of the Chairperson: The Chairperson shall have the authority to prohibit repetitious or irrelevant testimony and comments and shall have the authority to limit the length of testimony by each person to a length of time deemed appropriate for a fair and complete hearing.
- E. Orderly Conduct: Every person appearing before the Commission shall abide by the order and direction of the Chairperson. Discourteous, disorderly, or contemptuous conduct shall not be permitted by the Chairperson, and the Chairperson shall have the authority to have any person guilty of such conduct removed from the hearing room.
- F.

ARTICLE 3 - DISPOSITION OF APPLICATIONS

Section 1 - **MOTIONS:** The final disposition of any application duly filed and brought before the Commission shall be in the form of a motion, properly seconded and adopted. Said motion shall specifically set forth one of the forms of dispositions described below in this Article.

Section 2 - **DISMISSAL:** An application may be dismissed from consideration by the Commission in accordance with the following situations:

- A. Dismissal of Applications: The Commission may dismiss an application after one (1) continuance if the petitioner or his/her authorized representative fails to appear to present the application or if such application has been improperly or incompletely filed and has not been modified after original consideration by the Commission.
- B. Lack of Jurisdiction: The Commission shall dismiss an application if it finds that it has no authority of jurisdiction over the matter contained in the application.

Section 3 - **WITHDRAWAL OF APPLICATIONS:** An application filed with the Commission may be withdrawn from consideration in accordance with the following situations and limitations:

- A. Withdrawal without Prejudice: Any application may be withdrawn without prejudice, provided a written or verbal request from the petitioner or his/her agent or attorney is received by the Commission at any time prior to any motion by the Commission for action on said application.

- B. Withdrawal Not Permitted: No application may be withdrawn after a motion has been made and seconded and a vote of the Commission has been ordered by the Chairperson.

Section 4 - **AMENDMENT OF APPLICATIONS:** No application shall be amended during any public hearing to increase the land area involved in the application or to substantially change the application without re-filing of a revised application with re-notification of the public and notice of public hearing. Any application may be amended to decrease the land area involved or to allow minor changes in the application without such re-filing and re-notification upon review and recommendation by staff.

Section 5 - **CONTINUANCE OF APPLICATIONS:** An application filed with the Commission for consideration at public hearing may be continued to the next meeting of the Commission in accordance with the following:

- A. Request by Petitioner: A petitioner or his/her agent or attorney may request a continuance of an application, either verbally or in writing at any time prior to action on a motion of the Commission regarding such application. After one continuance, unless the petitioner intends to completely withdraw the application, the petitioner shall be required to show good and sufficient cause for such continuance, and it shall be within the Commission's authority to grant or deny the continuance request.
- B. Motion by the Commission: Any member of the Commission may at any time move to continue an application before the Commission. Such a motion when duly seconded and approved by a vote of the Commission shall continue the application to a date, time and place specified in the motion. The Commission may include in such motion, such specific instructions for re-notification of the public and publishing of a public hearing notice if the Commission determines such would be in the best interest of a fair and complete public hearing. If such re-notification is required, the petitioner shall not pay any additional fees unless the reason for the continuance was due to a lack of information or other incompleteness of the petitioner's application.
- C. Automatic Continuance: In the event that the Commission cannot achieve a quorum or the minimum number of concurring votes on any motions to approve or deny an application, such vote shall be declared indecisive, and the application shall be automatically continued to the next meeting of the Commission. When declaring an indecisive vote and a continuance of the application, the Chairperson shall state the date, time and location of the next Commission meeting at which the application will be considered by the Commission. No application shall be continued more than two (2) consecutive times. If, upon a third consecutive consideration, the Commission cannot achieve a minimum number of concurring votes on any motion to act on the application, it shall forward the application to the City Council with a report stating that the Commission was unable to arrive at a recommendation regarding the application and that the City Council shall decide on the application without a recommendation by the Commission.
- D. Improper Notice: If the Chairperson shall find that proper notice of the public hearing has not been given, the Chairperson shall automatically continue the public hearing to the next meeting of the Commission and the Chairperson shall instruct staff to publish proper notice of the public hearing in accordance with the requirements of the City Zoning Ordinance or Subdivision Regulations, whichever is applicable. The Chairperson shall also state the date, time and location of the next Commission meeting at which the affected application shall be heard.

Section 6 - **APPROVAL OF APPLICATIONS:** The Commission may attach any conditions to its recommendations to the City Council as is appropriate. The Chairperson of the Commission shall

direct staff to forward such recommendation to the City Council for its consideration.

- Section 7 - **DISAPPROVAL OF APPLICATIONS:** If the Commission approves a motion to recommend denial of any application, such motion shall contain reasons for the denial. The Chairperson shall direct staff to forward such recommendation to the City Council for its consideration.

ARTICLE 4 - COMMITTEES

- Section 1 - **AUTHORITY:** The Mayor shall have the authority to appoint any standing or temporary committee to facilitate the work of the Commission or to advise the full Commission on any matter. Such committees shall be comprised of Commission members and may include such other persons appropriate to the task(s) of the committee. The Mayor, when making such committee appointments, shall designate a chairperson of the committee being created. The Chairperson of the Commission shall be an ex-officio member of any committee appointed.

ARTICLE 5 - COMMISSION RECORDS

- Section 1 - **RESPONSIBILITY:** It shall be the duty of the Commission to maintain all its records and files, including official minutes of the Commission. City staff will keep and maintain such records and files. All records of the Commission shall be a public record and open to public inspection.
- Section 2 - **MINUTES:** The Recording Secretary of the Commission shall prepare an accurate record of all public hearings and official actions of the Commission, and such minutes shall be reviewed by an officer of the Commission prior to adoption. The minutes shall be made available to the public within ten (10) days following any meeting of the Commission and shall not become official minutes of the Commission until approved by the Commission at its next meeting. The Commission shall have the authority to require modifications to such minutes prior to approval to create a more accurate or detailed record of the Commission's actions. Upon approval of the minutes by the Commission, copies shall be made available to any interested party.
- Section 3 - **AUDIO OR VIDEO TAPE RECORDINGS:** The Recording Secretary of the Commission may make taped or other mechanical recordings of the Commission's proceedings. Such recordings, if made, shall remain on file in the office of the City Clerk at least until the official minutes for which the Commission's proceedings were recorded have been approved by the City Council.
- Such recordings shall not be removed from the office of the City Clerk by any person other than by order of a court of competent jurisdiction. Interested persons may listen to and/or watch such recordings in the office of the City Clerk and may transcribe any information on such recordings.
- Section 4 - **APPLICATIONS AND FILES:** A file shall be maintained for each application filed with the Commission. Such files shall contain, at a minimum, the completed application form, the proof of public notice and such other supporting materials and exhibits pertaining to such application submitted by the petitioner or any other person, together with a copy of the section of the Commission's official minutes which indicate the Commission's action regarding the application and its recommendation to the City Council.

ARTICLE 6 - AMENDMENTS OF SUSPENSION OF RULES AND OPERATING PROCEDURES

- Section 1 - **AMENDMENTS:** These Rules and Operating Procedures may be amended upon recommendation of the Commission and approval by the City Council. A vote of 2/3 of the total membership of the

Commission is required prior to City Council consideration, provided however, that the proposed amendment(s) shall have been presented in writing to the full Commission at the previous meeting of the Commission.

Section 2 - **SUSPENSION:** The suspension of any rule or procedure set forth herein may be authorized by the Commission at any meeting of the Commission upon the affirmative vote of a majority of the Commission members, provided however, that no rule or procedure may be suspended more than once and that no rule or procedure which is required to comply with the La Vista Municipal Code, La Vista Zoning Ordinance, the La Vista Subdivision Regulations or Nebraska law shall be suspended.

ARTICLE 7 - SEVARABILITY

If any section, clause, provision, or portion of these Rules and Operating Procedures shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section, clause, provision or portion of these Rules and Operating Procedures.

ARTICLE 8 - CERTIFICATE OF ADOPTION

The foregoing Rules and Operating Procedures of the City of La Vista Planning Commission are hereby adopted by affirmative vote of the Commission on this _____ day of _____, 2026.

Planning Commission Secretary

Planning Commission Chairperson

The foregoing Rules and Operating Procedures of the City of La Vista Planning Commission are hereby adopted by affirmative vote of the La Vista City Council on this _____ day of _____, 2026.

Mayor

City Clerk



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: J

Subject:	Type:	Submitted By:
Resolution - Update Authorization to Invest City Funds with Nebraska Federal Investment Trust (NFIT)	Resolution	Meg Harris, Finance Director

Synopsis

A resolution has been prepared updating the authorization to investment city funds with the Nebraska Federal Investment Trust (NFIT) and designating authorized officials for investment purposes.

Fiscal Impact

The City will be able to invest excess funds with NFIT at a rate competitive with other investment options, helping to diversify our investment options.

Recommendation

Motion to approve resolution updating authorization to invest City Funds with NFIT.

Background

On May 16th, 2023 Mayor and Council authorized the City to invest excess funds into NFIT. Due to inactivity, that account was closed and needs to be reactivated. The authorized agents have also changed. This resolution will reauthorize investment in the account and update the authorized agents.

Attachments

1. Resolution - Authorize investments in NFIT
2. 2026 City of La Vista STFIT agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH UNION BANK & TRUST (UBT) FOR INVESTMENT OF FUNDS WITH NEBRASKA FEDERAL INVESTMENT TRUST THAT UTILIZES UBT'S SHORT TERM FEDERAL INVESTMENT TRUST.

WHEREAS, Nebraska Law expressly allows public agencies to invest surplus or excess funds; and

WHEREAS, an Information Statement and Business Agreement and Application relating to the Nebraska Federal Investment Trust has been presented to the La Vista City Council; and

WHEREAS, the La Vista City Council deems it advisable for the City of La Vista to enter into the Agreement with Union Bank & Trust to allow investment of funds with Nebraska Federal Investment Trust that utilizes UBT's Short Term Federal Investment Trust for the investment of the City of La Vista's money.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska:

1. That the City of La Vista shall and hereby does authorize the Mayor to execute an agreement with Union Bank & Trust to allow investment of funds with Nebraska Federal Investment Trust that utilizes UBT's Short Term Federal Investment Trust
2. That the City of La Vista is hereby authorized to invest its available funds from time to time and to withdraw such funds from time to time in accordance with the provisions of the agreement.
3. The City of La Vista hereby delegates all authority and duties which the law otherwise authorizes it to delegate in accordance with the agreement. The following officers and officials of the City of La Vista and their respective successors in office each are hereby designated as "Agents" and are authorized to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by the City of La Vista into the Agreement and to effectuate the investment and withdrawal of monies of the City of La Vista from time to time in accordance with the Agreement

Lee Peyton Mastera, City Administrator
Kevin Pokorny, Director of Administrative Services
Meg Harris, Finance Director
Maricruz Cancino, Deputy Finance Director

An Authorized Official of the City of La Vista shall advise the Nebraska Public Agency Investment Trust of any changes in the Authorized Officials in accordance with procedures established by the Agreement.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution being the same are hereby rescinded.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the City to enter into an agreement with Union Bank & Trust (UBT for investment of funds with Nebraska Federal Investment Trust that utilizes UBT's short Term Federal Investment Trust.

PASSED AND APPROVED THIS 21ST DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel Carl
City Clerk

K:\APPS\City Hall\26 FINAL RESOLUTIONS\26. Authorize Investments In
NFIT 07.21.2026.Docx

Business STFIT Agreement & Application

Return this Form to:

Union Bank & Trust
 Attn: Wealth Management
 Po Box 82535
 Lincoln, NE 68501-2535

Questions?

Please call us at 402-323-1600
 M-F, 8 a.m. to 4 p.m. (CT)

This Trust Account is not a bank deposit, is not a general obligation of Union Bank, and is not insured by the Federal Deposit Insurance Company (FDIC).

1. Account Information

Account Number: 2430280001

Date Opened: 08/08/2023

Business Name: CITY OF LA VISTA

Business Trade Name:

Account Address: 8116 PARK VIEW BLVD, LA VISTA NE 68128

Tax ID: 47-6050031

2. Short Term Federal Investment Trust Custody and Managing Agency Agreement

Owner and UNION BANK AND TRUST COMPANY or its successor, as Trustee ("Trustee") agree as follows:

1. Funding: Owner will deposit with Trustee in a trust account or accounts (the "Account") cash, securities, or other assets (the "Assets"). In connection with the Assets, Owner appoints Trustee as Owner's trustee, custodian, managing agent, and attorney-in-fact on the terms and conditions in this trust agreement (the "Agreement"). Unless restricted by any federal or state law relating to the Trustee or the Assets and any income derived from the Assets, Owner may, at any time, instruct Trustee to withdraw any or all of the Assets or any income derived from the Assets, net of all fees and expenses.

2. Distributions: Subject to the instruction indicated, Trustee shall:

(1) ☒ reinvest all income directly into Account until Owner otherwise instructs Trustee in writing.

(2a) ☐ distribute accrued income ☐ monthly ☐ quarterly ☐ semiannually ☐ annually.

(2b) ☐ deposit into checking _____ or ☐ deposit into savings _____

3. Powers of Trustee:

a. Custody: All of the Assets of the Owner will be deposited in one or more Accounts in Trustee's trust department and will be accounted for according to the Trustee's policies and procedures for assets held in similar trusts. The Owner may provide to Trustee instructions pursuant to this Agreement and which may be oral or written, subject to the requirements the Trustee reasonably requests, including up to 30 days advance notice and approval by Trustee. Trustee, as custodian, will maintain the Assets in safekeeping, itself, or will use sub-custodians as it selects to hold the Assets until the Assets are withdrawn or until this Agreement is terminated. Additionally, Trustee may deliver, sell, disburse or take any other action with respect to the Assets or make purchases from the Assets available, as described in this Agreement. Trustee will collect and receive all income and principal which may be paid in connection with the Assets and either distribute or retain the amounts as described in section 2 of this Agreement. All withdrawals or other dispositions of the Assets will be governed by this Agreement. All noncash items included in the Assets will be titled in the name of the Trustee (as agent, nominee or trustee). In the event the Owner elects to withdraw some or all of the Assets, Trustee will have the option in its sole discretion to deliver to Owner the Assets as then reflected in the Account or may convert all or some Assets to cash by selling the noncash items at market value in the open market or, if no organized market exists for any of the Assets, then by selling such Assets in negotiated transactions or pursuant to purchase commitments from third parties. Trustee shall have no express or implied obligation at any time to purchase any of the Assets from the Account. At the time that student loans may be purchased for the Owner, and placed into the Account, they will be subject to purchase commitments from the United States, or any state of the United States, or any political subdivision of a state, or any public instrumentality of a state, or any person controlled or supervised by and acting as an instrumentality of the United States, or any bank, or any corporation, pursuant to which Trustee may require guaranteed or insured student loans (or other loans or interests therein as the Trustee is permitted to invest pursuant hereto) to be purchased on demand for the benefit of the Owner. Trustee will use efforts to maintain such purchase commitments after Assets are placed into the Account. Trustee shall have no liability, however, in the event Trustee is unable to negotiate and enter into renewals or extensions of such purchase commitments. Trustee shall be obligated to inform the Owner prior to any lapse or expiration of existing purchase commitments if such lapse or expiration would cause an inadequacy in outstanding purchase commitments.

b. **Managing Agency:** The Trustee is authorized to manage and take any action it deems appropriate with the Assets including the retention or disposition of any Assets, and the reinvestment of any proceeds received from the disposition of any Assets subject to the following investment objective(s) and policies. The Assets will be invested to achieve an appropriate rate of return while investing solely in: U.S. Government securities, Federal Agency securities or securities fully guaranteed as to principal and interest by the U.S. Government or agency thereof or guaranteed student loan asset-backed securities and repurchase agreements thereon; money market funds investing solely in U.S. Government or Agency securities; deposit accounts and certificates of deposit insured by the Federal Deposit Insurance Corporation (FDIC) and issued by U.S. financial institutions; student loans which are at time of purchase insured and/or reinsured as to principal and interest under the Higher Education Act of 1965 and subject to unconditional or guaranteed purchase commitments by banks, agencies or instrumentalities of the United States or any state, and/or corporations; obligations issued by Federal Home Loan Bank, the Federal Home Loan Bank Board, or a wholly owned U.S. Government Corporation; securities, obligations, participations or other instruments of or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association or the Government National Mortgage Association mortgages, obligations, or other securities which are or ever have been sold by the Federal Home Loan Mortgage Corporation; interests in the guaranteed and/or insured or reinsured portion of student loans, loans guaranteed by the U.S. Small Business Administration or Farmers Home Administration, and other loans guaranteed or insured by the U.S. Government or agency thereof; or participation or trust certificates evidencing beneficial interest in such obligations, in pools of such obligations of in the right to receive interest and principal collections therefrom. The Trustee is authorized and directed to originate guaranteed student loans on behalf of the Owner pursuant to this trust.

c. **Responsibility:** The responsibility of the Trustee is limited to this Agreement and to due diligence in the custody of the securities and money held in these accounts. The Owner agrees to be responsible for all expenses, taxes, or other charges or liabilities incurred by Trustee in connection with the Account. The Trustee is hereby authorized to charge the Account accordingly.

d. **Reports:** The Trustee shall maintain daily an inventory of Assets held in the Account. Additionally, Trustee shall provide Owners upon request, a statement showing all income earned and a summary of transactional activities and shall provide a year-end summary of financial information in the Account sufficient to provide owners the requisite information for the preparation of income tax returns.

e. **Trading:** The Trustee or affiliates of the Trustee may buy or sell Assets for the Account through brokers or through the Trustee's investment department, in which case Trustee will be entitled to charge an amount equal to the usual commission of similar transactions or according to their customary schedule. It is understood that Trustee or affiliates of the Trustee may act as principal in the sale of certain Assets, including without limitation student loans, to and from the Account. Trustee is fully authorized to execute on Owner's behalf any endorsements, assignments, or other instruments or transfers of Assets, or other documents that disclose Assets in the Account. The Trustee is empowered to hold securities in negotiable or unregistered form or cause any of the securities in the Account to be registered in the name of the Owner, in the name of the Trustee as agent, in the name of the Trustee individually (without disclosing Trustee's relationship), or in the name of the nominee of Trustee.

4. **Compensation:** As Compensation for the services rendered by the Trustee as Trustee, custodian, and agent in this agreement, Trustee will receive the fees described in accordance with the Disclosure Statement in effect at the time the services are rendered and as amended from time to time thereafter upon notice to the Owner. Notice of changes in fees shall not be required if the new fee is equal to or less than the fee set forth in the Disclosure Statement. Any distributions or withdrawals made from the Account by the Owner shall be net of any fees due.

5. **Further Representations, Warranties and Agreements:** The Owner agrees to execute and deliver to Trustee any documentation in support of any of the representations of the undersigned contained in this Agreement at the Trustee's request. This Agreement will terminate on December 31 of the year of the effective date below but will be automatically extended for one-year terms thereafter unless either party notifies the other in writing with thirty-day notice of its election to terminate the Agreement. Upon the termination of the Agreement, all Assets held in the Account shall be returned to the Owner subject to Trustee's discretion to convert some or all the noncash Assets to cash and Trustee agrees to provide such further reports and documentation as is reasonably requested by the Owner or as required in this agreement.

It is understood notwithstanding any other provision of this Agreement, the Owner is the beneficial owner of all the Assets and income derived from the Assets and that Trustee is acting as Trustee, custodian, and agent as described in this agreement to manage and invest the Assets pursuant to the powers set forth in this Agreement.

Owner agrees to reimburse, indemnify, and hold harmless Trustee from any liability, loss, claim, damage, or expense (except for gross negligence or fraud on the part of Trustee) resulting from the exercise by Trustee of any authority or power granted to it in this Agreement or from claims of third parties, or from any taxes or other governmental charges, and any other expenses related to, which may be imposed or assessed in respect to the Assets in the Account.

he Disclosure Statement (and any subsequent amendment thereto) and the General Account Terms and Conditions set forth in Part 7 below are incorporated as a part of this Agreement.

6. **Governing Law:** This will be governed by the laws of the State of Nebraska and will be administered free from the active supervision of any court.

3. W-9 Backup Withholding Certificaton

If you are not a "U.S. citizen" or other "U.S. person", please certify your foreign status on W8-Ben form.

By signing signature (1) in the Signature Section, I certify under penalties of perjury the statements below are true.

1. Tax Payer ID Number: 47-6050031

The Tax Payer Identification (TIN) above is my correct taxpayer identification number.

2. Backup Withholding: I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

3. U.S. Citizen or U.S. Person: I am a U.S. citizen or other U.S. person (as defined in W9 instructions).

4. Exempt Payee Code (if any): I am an exempt payee from backup withholding. Exempt payee code: _____

5. FATCA Code: The FATCA code(s) do not apply.

The undersigned certifies the accuracy of the information contained in this Agreement. The undersigned acknowledges receipt of, and agrees to, the Disclosure Statement and the Terms and Conditions of Your Account. The undersigned authorizes Union Bank obtain a report from a credit reporting agency.

4. Transfer Authorization

The undersigned authorizes Union Bank and Trust Company (Trustee) to honor all request for the transfer of funds to/from the Short Term Federal Investment Trust Account and the following accounts:

Bank Name: _____

ABA Number: _____

Account Number: _____

Bank Name: _____

ABA Number: _____

Account Number: _____

Bank Name: _____

ABA Number: _____

Account Number: _____

Bank Name: _____

ABA Number: _____

Account Number: _____

Bank Name: _____

ABA Number: _____

Account Number: _____

Bank Name: _____

ABA Number: _____

Account Number: _____

Owner waives any requirement for Trustee to obtain identification or verification of the person making request for transfer of funds. Owner waives any obligation of Trustee beyond charging the account designated and sending notice or making available statements reflecting each transfer. It shall be the responsibility of the Owner to notify Trustee, in writing, of any changes in authorized individuals or agents identified in the Entity Authorization Resolution provided to the Trustee.

5. Accredited/Sophisticated Investor Status

BACKGROUND INFORMATION

Type of Business: _____ Date of Incorporation: _____

State of Incorporation: _____ Business Asset Value: _____ Business Net Worth: _____

STATEMENT AS TO ACCREDITED INVESTOR STATUS

I hereby certify that the Owner is an accredited investor in accordance with Rule 501(a) of Regulation D, in that (please initial all that apply)

_____ Any bank as defined in section 3(a)(2) of the Securities Act of 1933 ("Act"), or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity;

_____ any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;

any insurance company as defined in section 2(a)(13) of the Act;

any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act;

any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ Any private business development company as defined in section 202(a) (22) of the Investment Advisers Act of 1940;

_____ Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

_____ Any entity in which all of the equity owners are accredited investors.

STATEMENT AS TO SOPHISTICATED INVESTOR STATUS

The Owner has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investments held in Trust. The Owner has made other investments of a similar nature including but not limited to equities and fixed income investments and can bear the economic risks of such investments. Applies to firm principals and/or board members;

Investment Experience: Please initial all that apply

_____ Certificate of Deposit

_____ Mutual Funds

_____ Stocks

_____ Real Estate/Property

_____ Bonds

_____ Other _____

CERTIFICATION

The undersigned hereby has knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of and protecting his or her own interests in connection with, investing in the Trust. The undersigned is not relying upon any other person's investment advice in connection with evaluating such merits and risks. The undersigned offers as evidence of his or her knowledge and experience in these matters the information requested hereinafter.

SOPHISTICATED/ACCREDITED INVESTOR SUPPORTING INFORMATION

To be completed by Union Bank Officer: _____

Officer Approval

Dated Completed

For STFIT Office Use Only

FVP Approval

Date

IN WITNESS WHEREOF, the parties have signed this AGREEMENT dated effective as of _____.

Owner

By:

Owner

By:

Accepted By: Union Bank and Trust Company, Trustee

6.

Disclosure Statement

This Disclosure Statement is provided in connection with the establishment of an account (the "Account") by a party ("Owner") executing a Short Term Federal Investment Trust Custody and Managing Agency Agreement (the "Agreement") and is intended to provide summary information about the services provided by Union Bank and Trust Company, in its capacity as Trustee and the investment of the Account's Assets in U.S. Government securities, guaranteed or insured student loans, loans or interests in loans or pools thereof which are guaranteed by the U.S. Small Business Administration, or by the Farmers Home Administration, and other loans guaranteed by the U.S. Government or agencies thereof, guaranteed student loan asset-backed securities and other securities.

The information contained herein is confidential and is furnished for use only by potential Owners and their Owner representatives, if required. Each potential Owner and his/her Owner representative agrees that he/she will not transmit, reproduce or make available this statement or any related exhibits or documents to anyone other than his/her Owner representative. Any action to the contrary may place the potential Owner, and/or Trustee, in violation of various State and/or Federal Securities laws.

Participation in the Account is suitable only for sophisticated Owners for whom an Investment in the Account does not constitute a complete investment program.

Trustee reserves the right to reject any Agreement, in whole or in part, for any reason.

Each prospective Owner, or his/her Owner representative, or both, is authorized and encouraged to seek and receive such information from Trustee, as is reasonably necessary in order to evaluate risks and merits of participating in the Account and to evaluate the accuracy of information furnished. If a potential Owner has any questions whatsoever regarding participation in the Account, or if he/she desires any additional information or documents to verify or supplement the information contained herein, please write or call STFIT Department, Union Bank and Trust Company, P.O. Box 82535, Lincoln, Nebraska 68506, (402) 323-1600, or (888) 307-8348.

No sales literature or advertising in whatever form will be relied upon in connection with the Account except for this statement. No person other than representatives of Trustee has been authorized to make any representation or give any information with respect to participating in the Account, except the information contained herein.

GENERAL PROVISIONS

The Account:

The Agreement establishes an Account in Union Bank's trust department in which an Owner deposits cash and/or other securities (the "Assets").

Union Bank, as trustee and custodian, will hold the Assets in safekeeping itself or will use sub-custodians as it selects to hold Assets. The Agreement establishes an express grantor trust. Under the provisions of the Agreement, Trustee is also designated as "Managing Agent" and is empowered to manage the Assets to achieve the investment objective of an appropriate rate of return while investing in U.S. Government securities or Federal Agency securities fully guaranteed as to principal and interest by the U.S. Government or its agencies and instrumentalities, repurchase agreements thereon, money market funds investing solely in such same U.S. Government or Agency securities, deposit accounts and certificates of deposit insured by the Federal Deposit Insurance Corporation (FDIC) and issued by U.S. financial institutions, loans or interests in loans or pools thereof which are guaranteed by the U.S. Small Business Administration or by the Farmers Home Administration, and other loans guaranteed by the U.S. Government or agencies thereof and student loans which are insured and or reinsured as to principal and interest by the U.S. Government, its agencies and instrumentalities to the fullest extent permitted under the Higher Education Act and which are subject, at the time such student loans are placed into the Account, to guaranteed or unconditional purchase commitments from third parties, and guaranteed student loan asset-backed securities.

Trustee, as trustee of a different trust, may, but is in no way obligated to, purchase Account Assets at par (100% of outstanding principal and accrued interest or income thereon) from the Account. If Trustee voluntarily purchases any of the Assets from the Account, Owner consents to the subsequent sale of such

Assets by Trustee under such terms as are satisfactory to Trustee in its sole discretion; if Trustee subsequently sells any assets purchased in such manner from the Account at a sale price above par, Trustee shall receive and retain any proceeds including any in excess of par.

Trustee has full discretionary authority to invest the Assets according to the investment objective and policies indicated and is fully authorized as trustee and attorney-in-fact to act in the name of the Owner and take any and all actions regarding the Assets necessary to achieve the investment objective. Trustee makes no express or implied warranty, representation or guarantee as to the amount of income which the Assets will produce; that obligor(s) on student loans will repay indebtedness under the terms of the student loans; or as to the value of or marketability of any of the Assets.

Income produced by the Assets and the value of the Assets may fluctuate with market trends or other circumstances. Trustee shall not be responsible or liable for losses arising from any fluctuation of income, value or marketability of the Assets. Trustee shall not be responsible or liable for losses arising from any act or omission of any servicing agent performing services in connection with the Assets in the Account. All transfers of Assets to the Account are without recourse as to Trustee.

Securities transactions may be effected through any broker/dealer or by Trustee and if by Trustee, Trustee may charge a transaction fee in an amount equal to its usual commission for such transactions charged to owners. Trustee, as principal, and any entities affiliated with Trustee (including without limitation Nelnet, Inc. and affiliates thereof) or under common control with Trustee, may sell student loans or interests therein and guaranteed student loan asset-backed securities to the Account and purchase student loans or interests therein and guaranteed student loan asset-backed securities from the Account. Trustee, as principal, and any entities affiliated with Trustee (including without limitation Nelnet, Inc. and all of its affiliates, subsidiaries, and related special purpose entities), may sell or buy student loans, interests therein, or asset-backed securities secured by interests in student loans to or for the Account. The Owner authorizes Trustee to take the actions contemplated herein and waives any claims or causes of action related to self-dealing or conflicts of interests in the engagement of Trustee or any of its affiliates providing services to the Account. So long as such student loans and guaranteed student loan asset-backed securities held from time to time by the Trustee for the Account satisfy the investment objective, sales of student loans and guaranteed student loan asset-backed securities to and purchases of student loans and guaranteed student loan asset-backed securities from the Account may be transacted without regard to characteristics of individual student loans including, without limitation, loan balance, length of time for repayment, interest rate, identity of the educational institution which the student borrower attended, or whether such loan is a Stafford, PLUS, Consolidation or SLS loan. Owner consents and agrees that Trustee may at its option and in its sole discretion individualize trustee fees and the mix of assets in which the Owner's funds are invested; such individualization may be based upon factors including, without limitation, volume of funds placed into trust, length of time during which a Owner commits to maintain such trust investment and such other factors as Trustee deems appropriate to consider. Although individualizing trustee fees on other trust accounts will have no effect upon the Owner's own account or trustee's fees, individualizing asset mixes on other trusts may require prioritization of allocation of assets and, in turn, may act to limit Owner's access to certain assets of limited availability.

Distributions:

Owners can elect to receive income monthly, quarterly, semi-annually, annually or on other terms and may make withdrawals of Assets of the Account and income on thirty (30) days written notice.

Compensation:

Trustee shall be paid a fee computed daily and paid daily from the Assets at an annual rate based upon the daily value of Assets in the Account. The fee is currently calculated at no greater than the following annual rates: (a) With respect to student loans made pursuant to the Higher Education Act of 1965, as amended, a fee of 2.30% of the par value thereof while the borrower is in school and 2.90% of the par value thereof while the student is in repayment status; (b) with respect to interests in loans or pools thereof guaranteed by the U.S. Small Business Administration, by the Farmers Home Administration or other loans guaranteed by the U.S. Government or agencies thereof (excluding student loans), then a trustee fee of a rate equal to 1.75% of the par value thereof, in addition to any servicing costs associated with such assets; and (c) on participation interests in student loans purchased from any entity other than Trustee, with respect to which the servicing fee is paid by the Seller of the participation interest, then a trustee fee of 1.00% of the par value thereof; and (d) .75% of the market value of all other securities held in the Account, with the exception of guaranteed student loan asset-backed securities for which a fee equal to 1.10% of the market value of such securities shall be charged. The fee paid for the student loan position of the trust covers all expenses incurred by Trustee in originating, managing, acting as custodian, trustee and providing liquidity for the student loans. Such expenses include loan servicing fees paid to Nelnet Inc. (or its affiliate), an entity affiliated with Trustee which holds student loan documentation, monitors student loan issuance and guarantees compliance, collects and disburses all payments of principal and interest on the loans, including interest subsidies and special allowance payments and, in general, services the loan. Servicing fees paid to Nelnet Inc. (or its affiliate) are calculated on a per loan basis. Such fees are based on a fee schedule set by Nelnet Inc. which is available for inspection. On an average, monthly student loan servicing fees presently cost approximately \$1.50 to \$5.50 per month depending on type and status of trust loans. Trustee agrees to pay all expenses of holding, purchasing and selling the Assets out of this fee. The fee schedule may be individualized for each owner, and Trustee may adjust the fee hereafter upon written notice. In addition to the fees described above, the Owner shall pay any servicing and related fees actually incurred by Trustee with respect to other interests in loans or pools thereof which are guaranteed by the U.S. Government or agencies thereof. Union Bank and Trust Company provides investment management, custodial, trust, sub-administrative and accounting services in conjunction with its accounts. Union Bank and Trust Company also performs services for mutual funds in which accounts may invest from time to time. This disclosure, read together with the prospectuses of the mutual funds that your account may hold, provides information about fees received by Union Bank and Trust Company and its related entities. Mutual Fund prospectuses are available from your Union Bank representative or may be obtained directly from the Mutual Fund website or upon written request to the Mutual Fund. The fees set forth are paid by such funds are not paid directly by the trust.

Suitability:

Only those owners deemed to be "accredited" and/or "sophisticated investors" under the Securities and Exchange Act of 1933, as amended, may be accepted as owners. All parties entering into the Agreement may, upon request, be required to make representations as to their accredited or sophisticated status and Trustee will accept owners in the program only if it reasonably believes the parties to be so qualified.

Securities in Which the Account will be Invested:

Those securities described in the Agreement, including without limitation U.S. Government securities and Federal Agency securities, which include debt obligations issued or guaranteed by the U.S. Government, its agencies, and instrumentalities including Treasury Bills and Notes and Bonds. Bills, Notes and Bonds differ mainly in their interest rates and the length of their maturity at original issue. Bills have a maturity of one year or less. Notes have maturities of one to ten years and Bonds have maturities greater than ten years. Treasury securities are backed by the full faith and credit of the U.S. Government.

Federal Home Loan Bank, Federal Home Loan Bank Board, Federal National Mortgage Association, and Government National Mortgage Association securities are U.S. Government debt obligations of the respective entity and are either backed by the full faith and credit of the U.S. Government or by the discretionary authority of the U.S. Government to purchase obligations of such Agencies or by the credit of the agency of the instrumentality issuing the obligation.

Repurchase agreements involve a purchase of a U.S. Government security, Federal Agency security or guaranteed student loan asset-backed securities with the condition that after a stated period of time the original seller will buy back the same security at a predetermined price or yield.

Repurchase agreements are used to create liquidity for long term debt securities while maintaining a higher rate of return than investing directly in short term securities. Repurchase agreements shall only be purchased from banks, nationally recognized broker/dealers, and other entities which Trustee has determined to be acceptable in its discretion; Trustee and affiliates of Trustee may act as parties to repurchase agreements and receive fees or income in such capacity which is substantially equivalent to those charged by unrelated entities. Repurchase agreements may provide for the repurchase of securities permitted for purchase herein at the price Trustee pays for the purchase of such securities. There shall be no required minimum amount or value of margin of repurchased assets. Trustee may act as the seller of assets as well as the repurchaser of assets under a repurchase agreement.

The Higher Education Act of 1965, as amended (the "Act") sets forth provisions establishing a program of (i) direct federal insurance to holders of student loans, and (ii) reimbursement to state Agencies or private nonprofit corporations administering student loan insurance or guarantee programs for losses sustained in the operation of the Federal Family Education Loan Program (the "FFEL Program"). Under the FFEL Program, the U.S. Department of Education is authorized to enter into guarantee and interest subsidy agreements with various Agencies (collectively the "Agencies"). The FFEL Program provides for reimbursements to the Agencies for default claims paid by them, the payment of administrative cost allowances to the Agencies, advances for the Agencies' reserve funds and interest subsidy payments and Special Allowance Payments to the holders of qualifying student loans made pursuant to the FFEL Program.

Pursuant to Section 428 (c) (1) (A) of the Act, the Agencies have entered into guarantee agreements with the U.S. Department of Education under which the respective Agencies operate a Guarantee Program, whereby the U.S. Department of Education agrees to reimburse the Agencies for a portion of the amount expended by them in the discharge of their insurance obligations on the unpaid balance of principal and accrued interest with respect to loans guaranteed by the Agencies. The Act also authorizes the U.S. Department of Education to enter into supplemental guarantee agreements whereby such federal reimbursement will be increased to a maximum of 100% of the amount expended by the Agencies in the discharge of their insurance obligations. The supplemental guarantee agreements are subject to annual renegotiation and the U.S. Department of Education is not authorized to renew them unless the Agencies' Guarantee Programs comply with all the terms of the supplemental guarantee agreements and all the provisions of the applicable federal regulations.

Pursuant to Section 432 (o) of the Act, in the event any of the Agencies become unable to meet their obligations on insurance or guarantee claims submitted by holders of student loans, such holders may submit claims directly to the U.S. Department of Education and the U.S. Department of Education shall pay principal and interest on those claims to the fullest extent permitted under the Act.

The U.S. Department of Education and the Agencies have entered into subsidy agreements under Section 428 (b) of the Act whereby the U.S. Department of Education agrees to pay interest subsidy payments to the holders of qualifying student loans for the benefit of students meeting certain requirements. To be eligible for federal reimbursement programs, such loans must be made and held by an "eligible lender" under the Agencies' Guarantee Program, which must meet requirements prescribed by the rules and regulations promulgated under the Act. Trustee is an eligible lender and will only purchase loans originated by eligible lenders. Insofar as student loans cannot legally be held by parties who or which are not eligible lenders and as the parties (other than Banks) which establish Accounts cannot be or have not qualified as eligible lenders, all student loans shall be held by Trustee as Trustee for the benefit of the owners' Accounts.

The Act provides for Special Allowance Payments by the U.S. Department of Education to holders of qualifying student loans. Special Allowance Payments are computed on the basis of the average of the bond equivalent rates of the quotes of the 3-month commercial paper (financial) rates in effect for each of the days in such quarter as reported by the Federal Reserve in Publication H-15 for such 3-month period, or any subsequently enacted rate, and are provided as subsidies to lenders or holders of loans to compensate them for the difference between the interest rate carried by the student loan and the current commercial interest rates. All interest rate subsidy payments, Special Allowance Payments and other payments made on all student loans held beneficially in an Account will be credited to the Account.

All student loans purchased by Trustee for the Account will, to the fullest extent permitted under the Act, be insured either directly by the U.S. Department of Education or guaranteed under the FFEL Program and will qualify for interest subsidy payments and Special Allowance Payments. Guaranteed student loans purchased into the Account may earn interest up to or less than the maximum rate allowed under the Act but shall not earn interest at a rate which exceeds such maximum. The Trustee, pursuant to the Agreement, makes student loans from time to time as an eligible lender under the Act and will fund such student loans or portions thereof with assets placed in the Account. Trustee may, in its discretion, and as principal purchase from or sell to the Account, student loans. Owner consents to all such purchases and sales.

Guaranteed student loan asset-backed securities are debt securities issued by holders of guaranteed student loans and secured by the pledging of such guaranteed student loans. Servicing fees with respect to the guaranteed student loans collateralizing such securities are not separately charged to the Owner and are instead paid by the issuer of such securities.

Farmers Home Administration ("FmHA") guaranteed loans and Small Business Administration ("SBA") guaranteed loans are originated by financial institutions, mostly commercial banks, as a direct loan to the borrower. Both the FmHA and the SBA have authority to grant the U.S. Government's full faith and credit guarantee on loans originated by the commercial lender. Through both the Rural Development Act of 1972, as amended (with respect to FmHA loans) and the Small Business Act, as amended (with respect to SBA loans), such loan programs were enacted by Congress to help financing needs of small businesses and farms. Guarantees are issued on loans obtained by those persons who meet respective criteria of FmHA and SBA. Typically, borrowers eligible for FmHA or SBA loans face a degree of financial stress which prevents them from qualifying for non-guaranteed credit based on the standard of commercial lenders. Loan terms are negotiated between the lender and the borrower, and the terms must fall within federal program requirements. The FmHA and SBA will guarantee up to 90% of the total loan. Under the FmHA and SBA loan programs, the guaranteed portion of such loans may be participated or sold by the originating bank and traded in their respective secondary markets. Interests in pools of SBA loans may also be purchased under the SBA loan program and are similarly

guaranteed by the full faith and credit of the U.S. Government. Under the FmHA and SBA guarantees, the repayment of principal and interest are guaranteed unconditionally and accrue to the person owning the participated portion of the guaranteed loan. When the loan is sold, the guarantee is assigned to the purchaser and is irrevocable, covering 100% of the guaranteed portion of principal and accrued interest.

This Trust Account is not a bank deposit, is not a general obligation of Union Bank, and is not insured by the Federal Deposit Insurance Corporation (FDIC).

This Disclosure Statement supersedes and amends any prior disclosure statement.

The Owner acknowledges receipt of a copy of this Disclosure Statement, which is incorporated as a part of the Agreement.

7. General Account Terms and Conditions

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the Agreement or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees, if applicable, if they are not included in this document. If you have any questions, please call us at 888-307-8348.

This agreement is subject to applicable federal laws, the laws of the state of Nebraska (unless otherwise indicated) and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the Agreement for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to Kansas, it means that provision is only applicable if your account is held at a branch located in Kansas. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by

law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their indorsements or indorse in our presence.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

RIGHTS AT DEATH - Single-Party Account - At death of the party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

Individual Account - An account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - An account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - Owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we receive written notice of a change from the governing body of the entity.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. We will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity, or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s). You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

NOTICES - Any written notice you give us is effective when we receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable

promptness." If you discover (or reasonably should have discovered) any unauthorized transactions, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized transactions in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as a trade error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only) - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email transmission, or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- (1) Your consent is limited to this account, and as authorized by applicable law and regulations.
- (2) Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received

written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and security procedures we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) or security procedures with anyone unless you are willing to give them full use of your money.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Union Bank and Trust Company
P.O. Box 82535
Lincoln, NE 68501
Referred to in this document as "UBT"

ENTITY AUTHORIZATION RESOLUTION

(CITY OF LA VISTA)
(8116 PARK VIEW BLVD)
(LA VISTA NE 68128)

Referred to in this document as "Company"

I, _____, certify that I am the Company's Authorized Officer, Authorized Manager, or Authorized Member of the above-names Company which is duly organized and in good standing under the laws of NEBRASKA, Federal Employere I.D. Number 47-6050031, engaged in business under the trade name of CITY OF LA VISTA, and that the resolutions on this document are a correct copy of the resolutions duly and appropriately adopted by the Company. These resolutions appears in the official books and records of the Company and have not been rescinded or modified and are still in full force and effect.

RESOLUTIONS

Resolved, that this Company may open various trust or other business account(s) with UBT, as deemed appropriate by the Company's agent(s).

Further Resolved, the Company's agent(s) may authorize various transactions with respect to said account(s), including (but not limited to): orders to purchase, redeem, exchange, trade in, assign, transfer, and authorize the registration of any security for which UBT serves as trustee/custodian.

Further Resolved, that each of the Company's agent(s) are authorized to execute on behalf of this Company any customer agreement required by UBT, and to enter into any other agreements that may be required for the opening and/or continuing of the account(s) and the transactions contemplated hereby. The Company's agent(s) are each individually granted full power and authority to certify to the Bank the names of any person(s) authorized to act on behalf of the Company, including instructing the Bank to add or remove individuals who are given the authority to sign or otherwise transact business for the Company.

Further Resolved, that all orders and instructions, either written or oral, may be given by the agent(s) listed below. Each agent is authorized, individually or collectively, to conduct transactions with UBT on the account(s) established at UBT. UBT may also rely on alternative signatures and verification codes which may include, but are not limited to, facsimile signatures, personal identification numbers, digital signatures, or oral verification procedures.

Further Resolved, that in the event of any change in the office or power of the agent(s), the Company's Authorized Officer, Authorized Manager, or Authorized Member shall immediately certify those changes to UBT in writing. Upon receipt of the notification, UBT may terminate the powers of the previously authorized agent(s) and empower the new agent(s).

Further Resolved, that any orders and instructions given to UBT on behalf of this Company by any agent(s) are hereby ratified, confirmed and approved.

Further Resolved, that the resolutions furnished to UBT shall be fully effective as to any transactions for the account(s) of the Company notwithstanding that the account(s) may have been temporarily closed or inactive.

Further Resolved, that the resolutions herein are not contrary applicable law or contrary to any provision in the charter, by-laws, or any governing agreements of the Company, and that I have been authorized to make this certification on behalf of this Company.

AGENTS - Any Agent listed below is authorized to exercise the powers granted in these resolutions

	Name and Title Or Position (please print)		Signature
1.	MARGARET E HARRIS	X	
2.	KEVIN L POKORNY	X	
3.	MARICRUZ CANCINO	X	
4.		X	
5.		X	

CERTIFICATION OF AUTHORITY

I further certify that the Company has, and at the time of adoption of these resolutions had, full power and lawful authority to adopt the resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Company, if applicable, on _____ (date).

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Nebraska and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for

deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. We will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only) - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

ORDER OF PROCESSING - Transactions may not be processed in the order in which they occurred. The order in which we receive and process your transactions can affect the total amount of overdraft fees you incur. We generally will post your transactions in the order of lowest dollar amount to highest dollar amount, with electronic transactions (such as ACH, debit card, or ATM transactions) posting prior to check transactions.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

WAIVER OF NOTICES - You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for

one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Investment Account - This account is also subject to the Short Term Federal Investment Trust Custody and Managing Agency Agreement (STFIT), and the STFIT Disclosure Statement.

FACTS	What Does Union Bank & Trust Company Do With Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Transaction history and payment history • Investment experience and retirement assets
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Union Bank & Trust Co. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Union Bank & Trust share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	Visit us online: www.ubt.com/privacy Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 1-800-297-2837 or visit us online: www.ubt.com/privacy

What We Do	
How does Union Bank & Trust Co. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We have an Information Security Program and a Code of Ethics. All employees are expected to abide by programs and policies established in an effort to protect customer information.
How does Union Bank & Trust Co. collect my personal information?	We collect your personal information, for example, when you: • Open an account or apply for a loan • Provide account information or provide employment information • Tell us about your investment or retirement portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with the "Union" name; financial companies such as student loan and brokerage services; nonfinancial companies, such as technology and recordkeeping services.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Union Bank & Trust Co. does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • <i>Our joint marketing partners include insurance companies.</i>



**City of La Vista
Mayor and City Council Report
July 21, 2026 Agenda**

Item: K

Subject:	Type:	Submitted By:
Position Description Updates	Receive & File	Wendy Lowery, Human Resources Director

Synopsis

Job descriptions updated for Accountant, Accounting Specialist, Building Inspector II, and Executive Assistant.

Fiscal Impact

N/A.

Recommendation

Motion to approve the updated position descriptions for review and filing.

Background

As part of our ongoing strategic initiative to update citywide position descriptions, we are working to ensure that all roles clearly and accurately reflect current expectations and requirements. This effort supports a high-performing, engaged workforce by providing clarity and consistency across the organization.

The job descriptions for Accountant, Accounting Specialist, Building Inspector II, and Executive Assistant have been revised to incorporate updated formatting, titles, and job duties, ensuring that all position requirements are current and aligned with operational needs.

Attachments

1. Accountant 7.21.26 Redline
2. Accounting Specialist 7.21.2026 Redline
3. Building Inspector II 7.21.26 Redline
4. Executive Assistant 7.21.2026 Redline



Pay Range: J
Date: 7/40/214/202619
Non-Exempt

POSITION DESCRIPTION CITY OF LA VISTA

Position Title: **Accountant**
Position Reports To: Deputy Finance Director
Position Supervises: Non-Supervisory Position

Description

Under the direction of the Deputy Finance Director is responsible for performing professional level accounting by applying generally accepted accounting principles and procedures to prepare accurate and timely financial reports, analyze financial information, ensure appropriate accounting control procedures, maintain fixed asset accounting records, reconcile general ledger accounts, prepare work papers and trial balances for the CACFR (Comprehensive Annual Comprehensive Financial Report), assist with the annual audit and budget preparation, provide investment and cash management support, provide debt issuance support, and perform research and analysis related to management objectives. Work requires limited supervision and the use of independent judgment and discretion.

Essential Functions (with or without reasonable accommodation).

- Prepares internal and external financial reports and examines financial statements to ensure that they are accurate and comply with laws and regulations.
- Computes taxes owed, prepares tax returns, and ensures that taxes are paid properly and on time.
- Inspects account books and accounting systems for efficiency and use of accepted accounting procedures.
- Assess financial operations and makes best-practices recommendations to management.
- Monitors budget expenses and recommends corrective actions to ensure department expenses stay within the authorized budget limits.
- Suggests ways to reduce costs, enhance revenues and improve reserve stability.
- Manages the month-end close process to ensure all tasks are completed.
- Maintains the fixed asset financial module and records.
- Conducts internal audits of City's financial policies, procedures and internal controls.
- Reconciles accounts to subsidiary ledgers and bank statements and resolves issues.
- Prepares year-end trial balances and annual work papers to calculate cash, modified and full accrual trial balances.
- Assists in preparing the City's biennial budget and amendments.
- Provides expertise and user support for the financial functions in the City's ERP (Enterprise Resource Program software).
- Manages the City's Purchasing Card program.
- Oversee the annual 1099-Misc and 1099 NEC tax reporting cycle.
- Completes and submits annual and quarterly surveys for the US Department of Commerce.
- Acts as primary backup for payroll processing.
- Performs other duties as assigned or as the situation dictates
- Maintains the City's tax-exempt status, purchasing accounts and electronic payments with vendors.
- Performs other duties as assigned or as the situation dictates

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Essential Physical and Environmental Demands

Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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Education, Training, License, Certification and Experience**

- Graduation from an accredited four-year college or university with a degree in Accounting, Finance, Business, Public Administration, Statistics or relevant field. ~~MBA or MPA is desirable but not required.~~
- Five years of substantial accounting/finance experience preferably in municipal finance activities. ~~Experience in public sector finance and/or CPA, GCFM, CPFO, CIA, CISA, CFE or CMA is desirable but not required.~~
- ~~The City may accept any equivalent combination of education and experience, with additional education substituting on a year for year basis for required experience.~~

Knowledge, Skills and Abilities

- Knowledge of GAAP (Generally Accepted Accounting Principles), GASB standards and guidance (Government Accounting Standards Board) and governmental auditing processes and procedures.
- Ability to identify issues in documentation and reconciliations and suggest solutions.
- Ability to listen carefully to facts and concerns from clients, manager and others. Must be able to discuss the results of their work in both meetings and written reports.
- Ability to establish and maintain effective working relations with City officials, fellow employees, contractors, vendors and citizens.
- Ability to pay attention to detail when compiling and examining documentation.
- Ability to analyze, compare and interpret facts and figures and produce reliable calculations.
- Working knowledge of Microsoft Office applications and ability to calculate, tabulate and communicate data with Excel, Word, PowerPoint, and financial software programs.
- Strong organizational skills are required for work with a range of financial documents and internal and external clients.
- Ability to apply common sense understanding in carrying out written and oral instructions.
- Ability to work independently without direct supervision to prioritize work, meet deadlines and make decisions based on established policies and procedures.
- Ability to maintain confidentiality.
- Ability to work a varying schedule during budget and audit times while maintaining regular and dependable attendance on the job.
- Ability to operate standard office equipment such as personal computer, postage meter, telephone, photocopier and fax machine.

Contributions this Position Makes to the City

This position provides highly responsible assistance to the Finance Director and contributes to the success of the City by working closely with the Finance Team on complex and strategic initiatives dealing with accounting processes, ERP system functionality, reconciliations, internal controls, financial reports, cash management, municipal budget support and auditing support.

Disclaimer

**The City of La Vista reserves the right to utilize equivalences where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities

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(Signature) (Date)

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Pay Range: ~~FE~~
Date: 7/21/2023
Non-Exempt

POSITION DESCRIPTION CITY OF LA VISTA

Position Title: **Accounting Specializing Clerk**
Position Reports To: **Deputy Finance Director City Clerk**
Position Supervises: Non-Supervisory Position

Description

Under the direction of the ~~Deputy Finance Director City Clerk~~, performs a wide variety of payroll and accounting functions. ~~Under the direction of the City Clerk, performs general front office duties and provides back-up support.~~

Essential Functions (with or without reasonable accommodation).

- Prepares and processes accounts payable information and issues checks.
- ~~Answers and directs telephone calls and receives and responds to citizen, city staff and departmental inquiries.~~
- Processes purchase orders.
- Updates payroll maintenance bi-weekly.
- Prepares and processes biweekly payroll information, including direct deposit transmission and issuing checks.
- Processes the bi-weekly pension.
- Performs data entry, including journal entry input.
- Reviews daily bank deposits and balances to daily cash receipt reports.
- Assists with account reconciliations.
- Assists departments with financial software package.
- Maintains fixed asset records.
- Ensures the accuracy of accounting and maintains financial data computer input.
- Assists in annual audit. ~~Prepares and processes all tax stat~~ ~~Greets visitors, determines nature and purpose of visit in order to direct them appropriately~~ ~~Receives and responds to city staff and citizen inquiries~~
- Addresses inquiries from vendors and staff relating to payments of claims.
- Assists Human Resources in addressing inquiries from City employees regarding direct deposit and paycheck issues.
- Conducts or assists with special projects as required. Performs other duties as directed or as the situation dictates.

Essential Physical and Environmental Demands

Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must be able to hear and understand voices at normal conversational levels.

Education, Training, License, Certification and Experience**

- Associate degree from an accredited college or university required with a preferred major in accounting, finance or business.
- Two (2) years of accounting/bookkeeping experience, preferred.

Knowledge, Skills and Abilities

- Knowledge of Generally Accepted Accounting Principles.
- ~~Knowledge of the municipal budgeting process.~~
- Knowledge of standard office policies and procedures.
- Knowledge of auditing and reconciliation processes.
- A working knowledge of the general ledger system.
- Basic mathematical and money changing skills.
- Basic knowledge of word-processing, spreadsheets and databases, preferably MS Office, Word, Excel and Access.
- Ability to read and write proficiently.
- Ability to effectively communicate and provide information to supervisors, peers and subordinates in person, by telephone, in writing and via email.
- Ability to be pleasant with supervisors, peers and subordinates and display a good-natured, cooperative attitude.
- Ability to work effectively as part of a team, making positive contributions to the group and supporting other members.
- Ability to work independently without direct supervision.
- Excellent telephone and customer service skills.
- Ability to operate office equipment such as personal computer, postage meter, photocopier and fax machine.
- Ability to develop constructive and cooperative working relationships with supervisors, peers and subordinates and maintain them over time.
- Ability to establish and maintain effective working relations with elected and appointed officials and the public.
- Ability to maintain regular and dependable attendance on the job.

Contributions this Position Makes to the City

The Accounting Specialist plays a critical role in ensuring City employees are paid accurately and on time by managing payroll processing, maintaining payroll records, and administering payroll-related transactions, including pensions and direct deposits. In addition to payroll, the Account Specialist contributes to the City's financial stability by supporting accounts payable, financial reporting, audits, and other accounting functions, ensuring efficient, accurate, and accountable fiscal operations that support City services

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I have read and understand the requirements of this position description.

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Pay Range: **K16**
Date: **6/29/267/21/2026**
Non-Exempt

POSITION DESCRIPTION CITY OF LA VISTA

Position Title: **Building Inspector II**
Position Reports To: Chief Building Official
Position Supervises: Non-Supervisory Position

Description

Under the direction of the Chief Building Official, assures citizen compliance with city ordinances and assists with primary construction inspections.

Essential Functions (with or without reasonable accommodation).

- Reviews construction plans, development plans and proposals to assure compliance with the city ordinances and zoning requirements and prepares reports as required.
- Identifies municipal code violations. Informs citizens of violations and takes appropriate action. Maintains accurate files/records regarding violations and any action taken.
- Performs field inspections of new construction, alterations, renovations and repairs of all buildings within the city limits and the extra-territorial jurisdiction to ensure compliance with the appropriate adopted edition of the **Uniform Building Code**, applicable city ordinances and codes, and approved plans and specifications.
- Assists in the investigation and resolution of complaints relating to code and ordinance requirements; inspects dangerous buildings and assists in the coordination of abatement actions pursuant to City codes; confers with the Code Enforcement Department and the City Attorney on legal action as necessary; negotiate and resolve significant and controversial issues.
- Maintains accurate files/records regarding construction inspections.
- Performs inspections for the Rental Inspection Program.
- Issues residential light remodel permits.
- Performs final inspections for certificates of occupancy.
- Operates and maintains the computer-assisted building permit tracking system; enter inspection, plan review, and permit status records.
- Responds to requests by Police, Fire, and Emergency Management to assess damage to properties, including after-hours inquiries.
- Performs other duties as directed or as the situation dictates.

Essential Physical and Environmental Demands

Work is generally performed outdoors year-round, periodically during inclement weather, at construction sites, which may be dusty, noisy and hazardous. Job duties require a considerable amount of physical activity, including walking, standing, kneeling, bending, crouching, reaching and climbing. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Hearing at normal conversation levels. Incumbents must have the ability to transport themselves to and from inspection sites and to lift up to 50 pounds. Incumbents must also possess the coordination and manual dexterity necessary to physically access and maneuver on rough terrain and at construction sites to conduct inspections. Work duties may also be performed indoors in an office setting.

Education, Training, License, Certification and Experience**

- Graduation from an accredited high school or GED.
- Five years of construction experience or a combination of post-secondary education and experience.
- Must possess a valid driver's license.
- ICC Certification in one of the following: Building Official, Building Inspector, Plans Examiner, Plumbing Inspector, Mechanical Inspector, Electrical Inspector, Special Inspections Inspector, or able to secure a certification within one year of hiring.

Knowledge, Skills and Abilities

- Knowledge of or ability to become familiar with municipal codes.
- Knowledge of modern building construction practices, methods, materials and equipment. The ability to read and interpret building plans, plumbing, electrical and mechanical system schematics.
- Knowledge of basic construction methods and techniques.
- Ability to perform field inspections on new construction, alterations, repairs and remodels within the city limits and the extra-territorial jurisdiction as they relate to building construction.
- Ability to utilize computers and software applications in the performance of job duties.
- Ability to accurately perform mathematical calculations in the performance of job duties.
- Ability to utilize independent judgment in the performance of job duties.
- Ability to apply departmental policies and procedures in the performance of job duties.
- Ability to work independently and effectively as part of a team and with the public.
- Ability to communicate effectively, both orally and in writing.

Contributions this Position Makes to the City

The Building Inspector II plays a vital role in protecting the health, safety, and welfare of the community by ensuring construction projects comply with adopted building codes, city ordinances, and approved plans. Through inspections, plan reviews, code enforcement, and collaboration with contractors, property owners, and other City departments, this position helps promote safe development, preserve property values, and support responsible community growth while providing professional and responsive customer service to residents and businesses.

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I have read and understand the requirements of this position description.

(Signature)

(Date)

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Pay Range: H
Date: 7/21/2026 4/7/2020
Non-Exempt

POSITION DESCRIPTION CITY OF LA VISTA

Position Title: **Executive Assistant**
Position Reports To: City Administrator
Position Supervises: Non-Supervisory Position

Description

The Executive Assistant performs highly responsible and confidential administrative support for the City Administrator, the Mayor and City Council, and designated Administrative staff. This is an advanced administrative position distinguished from other administrative positions by the higher-level complexity of assignments and broad scope of responsibility working with a high level of sensitive and confidential matters. Assignments require independent judgment and involve high-level interactions with executive management and elected officials.

Essential Functions (with or without reasonable accommodation).

- Provides administrative support to the City Administrator including: drafting and distributing correspondence, organizing and maintaining records/files, analyzing and preparing routine staff reports and documents; scheduling and coordinating meetings; and attending meetings and drafting minutes.
- Completes a broad variety of administrative tasks for the Mayor including: managing an active calendar of appointments and ensuring that the Mayor is adequately prepared for appearances and that his/her schedule is followed and respected; maintaining an email account; drafting correspondence; and arranging travel plans, itineraries and agendas.
- Builds effective working relationships with elected officials, city leaders, managers and other city staff.
- Acts as the liaison between the city administrator and various city committees to ensure that meeting schedules, minutes and work results are reported in an accurate and timely manner.
- Ensures accurate and timely information flow between the City Administrator, Mayor and City Council, and other city staff.
- Researches, prioritizes and follows up on incoming issues and concerns addressed to the Mayor, City Council and City Administrator, including those of a sensitive or confidential nature. Determines appropriate course of action, referral or response that sometimes requires considerable sensitivity, discretion, judgment or negotiation in replying to and/or presenting or requesting information.
- Assists with planning, coordinating and monitoring special programs or projects initiated by city leaders. Coordinates purchasing for events and offices needs and expense processing as required.
- Prioritizes conflicting needs; handles matters expeditiously, proactively and follows through on projects to successful completion, often with deadline pressures.
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Provides administrative support for other Administration staff as necessary.
- Makes travel arrangements; arranges meetings and conferences for City Hall Administrative staff members including scheduling and preparing appropriate meeting space, ordering catering, assisting with materials, presentations, technology and other resources as requested or as the situation dictates.

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- Works directly with the City Council on a continuing basis performing such tasks as: coordinating activities and event participation; providing miscellaneous clerical support as requested; making travel arrangements, lodging and meal planning as needed; and maintains discretion in relationships with all City Council Members.
- Conducts or assists with special projects and performs other duties as assigned or as the situation dictates.
- Receives communications from public on behalf of the Mayor and City Council. Coordinates/routes issues as required for effective communication and resolution.

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Essential Physical and Environmental Demands

Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must be able to hear and understand voices at normal conversational levels.

Education, Training, License, Certification and Experience**

- Associate degree ~~from an accredited college or university~~ in any area or equivalent.
- ~~Strong work tenure.~~ Three (3) or more years of increasingly responsible experience in office and administrative support procedures and processes.
- ~~Experience working~~ for management personnel under the supervision of a top manager in the organization preferred.
- ~~Any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this job may be substituted for evaluation at the discretion of city management.~~

Knowledge, Skills and Abilities

- Knowledge of modern office procedures, methods and equipment including Microsoft Office (Outlook, Word, Excel & Power Point), Adobe Acrobat and other program applications appropriate to assigned duties.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Strong organizational skills that reflect ability to perform and prioritize multiple tasks seamlessly with proven accuracy and attention to detail.
- Expert level written and verbal skills.
- Proven ability to handle confidential information with discretion, be adaptable to various competing demands and demonstrate the highest level of customer/client service and response.
- Emotional maturity and conflict resolution skills.
- Ability to understand, organize, index and reference a wide variety of administrative information and records.
- Basic mathematical skills.
- Flexibility, excellent interpersonal skills, ability to work well with all levels of internal management and staff as well as members of the public and vendors.
- Demonstrated proactive approaches to problem-solving with strong decision-making capability and ability to exercise good judgment in a variety of situations and balance among multiple priorities.
- Highly resourceful team-player with the ability to be extremely effective independently.

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- Demonstrated ability to achieve high performance goals and meet deadlines in fast paced environment.
- Forward looking thinker, who actively seeks opportunities and proposes solutions.
- Ability to type or enter data at a speed necessary for successful job performance.
- Ability to explain complex problems and situations in an understandable manner and apply common sense understanding in carrying out written and oral instructions.
- Ability to work a varying schedule, including evenings and weekends.
- Ability to establish and maintain effective working relations with elected and appointed officials and the public.
- Ability to maintain regular and dependable attendance on the job.

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Contributions this Position Makes to the City

The Executive Assistant plays an important role in supporting the effective operation of the City by ensuring seamless communication and coordination between the City Administrator, Mayor, City Council, staff, and the public. Through the management of confidential information, complex administrative functions, and high-level projects, this position helps maintain organizational efficiency, supports informed decision-making, and enhances the City's ability to provide responsive and professional services to the community.

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I have read and understand the requirements of this position description.

(Signature)

(Date)

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