La Vista City Council Meeting Agenda
September 15, 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**
- **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.

A. Consent Agenda Items

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the September 1, 2026 City Council Meeting
3. Approval of Claims

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

B. Insurance Broker Agreement and Insurance Renewal

1. Resolution No. 26-083 - Insurance Broker Agreement - Addendum Seven
2. Receive & File - Insurance Renewal - Property, Liability and Workers Compensation

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

1. Ordinance No. 1590 - Amend the Compensation Ordinance
2. Resolution No. 26-084 - Setting Rates of Auto and Phone Allowance

D. Resolution No. 26-085 - Approve Agreement Land Water Conservation Fund Ardmore Park Renovation

E. Resolution No. 26-086 - Approve Agreement Land Water Conservation Fund Camenzind Park Renovation

F. Resolution No. 26-087 - Authorize Purchase - Replace In-Ground Hoist

G. Resolution No. 26-088 - Authorize Arbitrage Payment to the US Treasury Department

H. Presentation - ALPR and City Camera Project

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

- **Executive Session**

  I. Executive Session - FOP Contract Negotiations

- **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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LA VISTA CITY COUNCIL
MEETING
September 1, 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 September 1, 2026. Present were Mayor Kindig and Councilmembers: Frederick, Ronan, Sheehan, Thomas, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Mastera, Assistant City Administrator Ramirez, City Clerk Carl, Finance Director Harris, Chief of Police Schofield, Community Development Director Fountain, Recreation Director Buller, Assistant Library Director Norton and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on August 19, 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. CONSENT AGENDA
1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 18, 2026 CITY COUNCIL MEETING
3. APPROVAL OF CLAIMS

AA WHEEL, maint	93.54
ABM, services	24,005.62
ADP, payroll & taxes	479,205.93
AKRS EQUIP, maint	588.43
AMAZON, supplies	5,600.63
AM HERITAGE LIFE INS, benefits	269.94
ARMOR EQUIP, maint	661.02
ARNOLD MTR, maint	171.01
AT&T MOBILITY/CC, data	852.10
AT&T MOBILITY, phones	777.74
BACKGROUND INV BUREAU, services	99.00
BISHOP BUS, services	460.28
BLACK HILLS ENERGY, utilities	1,220.96
BOOKPAGE, books	438.00
BSN SPORTS, supplies	380.00
CENTER POINT, books	246.90
CENTRAL SALT, supplies	1,502.88
CINTAS, services	217.90
CITY OF OMAHA, sewer billing	342,540.75
CITY OF PAPILLION, sewer billing	20,904.79
CITY OF PAPILLION, MFO	262,773.00
COLONIAL LIFE, benefits	2,064.18
COLONIAL RES CHEM, bldg & grnds	685.51
CONCRETE SPLY, maint	9,828.38
CONNER PSYC, services	1,015.00
CORNHUSKER ST IND, supplies	912.00
COX, services	897.03
CROUCH RECREATION, equip	192,421.00
D & K PRODUCTS, supplies	5,299.00
DEARBORN NAT'L LIFE INS, benefits	8,795.94
DELL MRKTING, equip	1,539.00
DEMCO, supplies	450.18
DONALD LABRIE, services	450.00
DOUGLAS CO SHERIFF'S OFC, services	300.00
EMBASSY SUITES HOTEL, services	517.20
EYMAN PLUMBING, bldg & grnds	290.50
FOP, dues	2,065.00

FUN SERVICES, events	2,485.00
GALE, books	253.50
GATEWAY COLLISION CTR, maint	2,045.53
GENUINE PARTS/NAPA, supplies	27.16
GILMORE & BELL, services	2,500.00
GRAINGER, bldg & grnds	150.12
GREAT PLAINS COMM, phones	1,167.09
HARM'S CONCRETE, maint	169.21
HEARTLAND NATURAL GAS, services	890.76
HOLIDAY BRIGHT LIGHTS, events	9,129.38
HOME DEPOT, supplies	379.82
HONEYMAN, events	518.76
INGRAM LIB SVCS, books	3,349.77
INSIGHT DIRECT, equip	638.63
J & J SM ENGINE, maint	251.17
KANOPY, media	204.30
KEVIN JONES, services	350.00
KIMBALL MIDWEST, maint	307.86
LARSEN SPLY, supplies	778.08
LEAGUE OF NE MUNI, membshp	55,314.00
LERNER PUB, books	51.96
LIBRARY IDEAS, media	1,190.92
LOGAN CONT, maint	117.21
MACQUEEN EQUIP, maint	1,626.63
MATHESON TRI-GAS, apparel	33.34
METLIFE, benefits	8,438.05
METRO AREA TRANSIT, services	918.00
MUD, utilities	1,780.21
MILLARD METAL, events	792.00
MISSIONSQ RETIRE, benefits	77,464.99
MOORE SRVS, bldg & grnds	283.50
MURPHY TRACTOR, maint	182.62
NLA-NE LIB ASSN, trning	250.00
NMC GRP, maint	283.05
OCLC, media	99.35
OFFICE DEPOT, supplies	327.58
OMNI ENG, maint	302.11
O'REILLY AUTO, supplies	147.06
PAPILLION SAN, services	1,826.16
PITNEY BOWES, EFT postage	2,415.00
POINT C HEALTH, benefits	2,331.65
POLICE/ FIREMEN'S INS, benefits	261.85
PORT-A-JOHNS, events	550.00
POWER SYSTEMS, maint	194.67
PRINTCO GRAPHICS, services	2,246.22
RES RENTAL CTR, events	2,320.50
REV WRAPS, graphics	2,082.22
SARPY CO TIMES, subscription	130.00
SARPY CO CHAMBER, trning	40.00
SARPY CO COURTHOUSE, services	4,520.00
SCHIMBERG CO, bldg & grnds	13.85
SEILER INSTRUMENT, services	500.00
SHERWIN-WILLIAMS, bldg & grnds	54.38
SIGN IT, events	590.00
SITE ONE LANDSCAPE, bldg & grnds	443.87
SWAN ENG, maint	17.20
SYMBOL ARTS, supplies	3,735.50
TED'S MOWER, maint	113.03
THE PENWORTHY CO, books	465.28
THE CHILD'S WORLD, books	2,022.10

THE COLONIAL PRESS, services	158.01
TD2, project	4,308.00
TURFWERKS, maint	1,167.03
TURN-KEY MOBILE, supplies	57.00
TY'S OUTDOOR PWR, maint	168.02
UMR, benefits	40,184.81
US BANK NAT'L ASSOC, supplies	38,711.88
VERIZON, phones	580.06
VIERREGGER ELEC, maint	1,200.00
WATER'S EDGE AQ DESIGN, services	54,740.00
WELDON PARTS, maint	208.42

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Mayor Kindig announced that Councilmember Quick had reviewed the bills. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Mastera reported on attending the League of Nebraska Municipalities' legislative meeting in Lincoln.

City Engineer Dowse reported that MUD would be testing a sample of 112 service lines with unknown service line type in La Vista; affected residents have been notified of the testing.

B. FISCAL YEAR 26/27 & 27/28 BIENNIAL BUDGET

1. PROPOSED BUDGET AMENDMENTS

Councilmember Thomas made a motion to approve the proposed budget amendments. Seconded by Councilmember Frederick. There was a Council comment regarding leaving the appropriation for the Police Department's proposal in the budget. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried.

2. APPROPRIATIONS ORDINANCE NO. 1588 AS AMENDED – FINAL READING

City Clerk Carl read Ordinance No. 1588 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2026 AND ENDING ON SEPTEMBER 30, 2027; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2027 AND ENDING ON SEPTEMBER 30, 2028 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1588 as amended. Councilmember Hale seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1588 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. ORDINANCE NO. 1589 – AMEND MASTER FEE ORDINANCE

Councilmember Hale introduced and moved for the adoption of Resolution No. 26-080 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement "Employee Background Check Policy" has been established.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve a Council Policy Statement entitled "Employee Background Check Policy" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

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

Councilmember Frederick made a motion to approve final reading and adopt Ordinance 1589. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

COMMENTS FROM THE FLOOR

Phillip Galaska, Tim Barrett, and Jerry Warner commented on Hupp Rd. property and unresolved complaints.

COMMENTS FROM THE MAYOR AND COUNCIL

There were no comments from Mayor and Council.

D. EXECUTIVE SESSION – FOP CONTRACT NEGOTIATIONS

At 6:28 p.m. Councilmember Thomas made a motion to go into executive session pursuant to NE Rev. Stat. 84-1410(1)(a) for collective bargaining strategy with the Fraternal Order of Police. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried. Mayor Kindig stated the only matter discussed during the closed session will be collective bargaining strategy.

At 6:59 p.m. the Council came out of executive session. Councilmember Frederick made a motion to reconvene in open and public session. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, and Wetuski. Nays: None. Abstain: None. Absent: Quick. Mayor Kindig stated that the only matter discussed was collective bargaining strategy.

At 6:59p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Quick. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Check #	Check Date	Vendor Name	Amount	Voided
55	09/15/2026	POINT C HEALTH	3255.88	N
60	09/15/2026	UMR INC	75457.60	N
61	09/15/2026	UMR INC	30892.07	N
148060	09/02/2026	GREGG YOUNG CHEVROLET INC	63306.00	N
148061	09/15/2026	ALLO COMMUNICATIONS LLC	631.28	N
148062	09/15/2026	AMAZON CAPITAL SERVICES, INC.	5492.03	N
148064	09/15/2026	ARNOLD MOTOR SUPPLY	80.56	N
148065	09/15/2026	BACON LETTUCE CREATIVE	2890.00	N
148066	09/15/2026	BAIRD HOLM LLP	17858.00	N
148067	09/15/2026	BGNE	580.92	N
148068	09/15/2026	BLUE VOICE INC	10000.00	N
148069	09/15/2026	CENTRAL SALT LLC	1496.02	N
148070	09/15/2026	CINTAS CORPORATION NO. 2	86.97	N
148071	09/15/2026	COLUMN SOFTWARE PBC	605.98	N
148072	09/15/2026	CONNER PSYCHOLOGICAL SERVICES, PC	275.00	N
148073	09/15/2026	CORNHUSKER INTL TRUCKS INC	278.67	N
148074	09/15/2026	COSGRAVE COMPANY	121.00	N
148075	09/15/2026	D & K PRODUCTS	861.00	N
148076	09/15/2026	DATASHIELD CORPORATION	920.00	N
148077	09/15/2026	FASTENAL COMPANY	12.54	N
148078	09/15/2026	FIRST RESPONDER OUTFITTERS, INC	535.72	N
148079	09/15/2026	FITZGERALD SCHORR BARMETTLER	14421.00	N
148080	09/15/2026	FUN SERVICES	555.00	N
148081	09/15/2026	GRAINGER	208.99	N
148082	09/15/2026	GREGG YOUNG CHEVROLET INC	160.00	N
148083	09/15/2026	GREGG YOUNG CHEVROLET INC	1356.69	N
148084	09/15/2026	GUARDIAN ALLIANCE TECHNOLOGIES INC	900.00	N
148085	09/15/2026	HANEY SHOE STORE	197.99	N
148086	09/15/2026	INGRAM LIBRARY SERVICES LLC	2549.05	N
148087	09/15/2026	J & J SMALL ENGINE SERVICE	593.41	N
148088	09/15/2026	JOHNSTONE SUPPLY CO	45.64	N
148089	09/15/2026	KENNETH J JANAK JR	1200.00	N
148090	09/15/2026	KIESLER POLICE SUPPLY	8919.58	N
148091	09/15/2026	LEGION LED TRUCKS	1800.00	N
148092	09/15/2026	LOGAN CONTRACTORS SUPPLY	534.87	N
148093	09/15/2026	MAGNET FORENSICS LLC	4970.00	N
148094	09/15/2026	MATHESON TRI-GAS INC	335.43	N
148095	09/15/2026	MATT FRIEND TRUCK EQUIPMENT	1320.00	N
148096	09/15/2026	METROPOLITAN COMMUNITY COLLEGE	14813.94	N
148097	09/15/2026	METROPOLITAN UTILITIES DISTRICT	139.95	N
148098	09/15/2026	MICHAEL TODD AND COMPANY INC	232.05	N
148099	09/15/2026	MICROFILM IMAGING SYSTEMS, INC.	255.00	N
148100	09/15/2026	MIDWEST RIGHT OF WAY SVCS INC	1437.50	N
148101	09/15/2026	MILE HIGH SHOOTING ACCESSORIES LLC	18736.90	N
148102	09/15/2026	MNJ TECHNOLOGIES DIRECT INC	2780.00	N
148103	09/15/2026	MOORE, JEFFREY	2700.00	N
148104	09/15/2026	MR. PICNIC	3242.56	N
148105	09/15/2026	NEBRASKA IOWA DOOR SERVICES, INC.	2200.00	N
148106	09/15/2026	O'REILLY AUTO PARTS	57.18	N
148107	09/15/2026	OFFICE DEPOT INC	203.58	N
148108	09/15/2026	OMNI ENGINEERING	196.32	N
148109	09/15/2026	PAPILLION SANITATION	890.16	N

Check #	Check Date	Vendor Name	Amount	Voided
148110	09/15/2026	POWERDMS INC	10639.86	N
148111	09/15/2026	PRECISION ARMS OF INDIANA	60479.53	N
148112	09/15/2026	RED EQUIPMENT LLC	2524.34	N
148113	09/15/2026	RTG BUILDING SERVICES INC	7631.15	N
148114	09/15/2026	SARPY CO TIMES-LEE SUBSCRIPTIONS	130.00	N
148115	09/15/2026	SARPY COUNTY ELECTION COMMISSION	15515.47	N
148116	09/15/2026	SARPY COUNTY FISCAL ADMINSTRTN	35500.14	N
148117	09/15/2026	SCHLINDER ELEVATOR CORPORATION	1113.38	N
148118	09/15/2026	SIGN IT	471.00	N
148119	09/15/2026	STERLING COMPUTER CORP.	23062.91	N
148120	09/15/2026	SUMMIT FIRE PROTECTION CO	250.45	N
148121	09/15/2026	T & N ACQUISITION COMPANY	300.00	N
148122	09/15/2026	TALACKO SAFETY SOLUTIONS LLC	4187.00	N
148123	09/15/2026	THE FILTER SHOP, INC.	600.89	N
148124	09/15/2026	THOMPSON DREESSEN & DORNER, INC.	24030.90	N
148125	09/15/2026	TORNADO WASH LLC	432.00	N
148126	09/15/2026	TRANS UNION RISK AND ALT. DATA SOL.	100.00	N
148127	09/15/2026	TURFWERKS	859.56	N
148128	09/15/2026	TURN-KEY MOBILE INC	11328.00	N
148129	09/15/2026	TY'S OUTDOOR POWER & SERVICE	275.82	N
148130	09/15/2026	UNITE PRIVATE NETWORKS/SEGRA	4976.00	N
148131	09/15/2026	UNMC	877.34	N
148132	09/15/2026	VERIZON WIRELESS	18.02	N
148133	09/15/2026	WESTLAKE HARDWARE INC NE-022	1524.76	N
148136	09/15/2026	WESTLAKE HARDWARE INC NE-022	316.90	N
1263182	09/10/2026	FRATERNAL ORDER OF POLICE	2065.00	N
1263183	09/10/2026	POLICE & FIREMEN'S INSURANCE	261.85	N
1263184	09/15/2026	ACTION BATTERIES UNLTD INC	54.95	N
1263185	09/15/2026	KANGER LAWNS LLC	1662.50	N
1263186	09/15/2026	KIMBALL MIDWEST	98.22	N
1263187	09/15/2026	MIDWEST TURF & IRRIGATION	64.36	N
1263188	09/15/2026	ADP INC	476471.90	N
1263189	09/15/2026	BOK FINANCIAL	2891690.00	N
1263190	09/15/2026	BOK FINANCIAL	284921.25	N
1263191	09/15/2026	CENTURY LINK/LUMEN	640.32	N
1263192	09/15/2026	ESSENTIAL SCREENS	153.49	N
1263193	09/15/2026	GREATAMERICA FINANCIAL SERVICES	1728.41	N
1263194	09/15/2026	METROPOLITAN UTILITIES DISTRICT	15415.75	N
1263195	09/15/2026	MISSIONSQUARE RETIREMENT	77438.67	N

TOTAL: $4,263,402.12

APPROVED BY COUNCIL MEMBERS ON:

COUNCIL MEMBER | COUNCIL MEMBER

COUNCIL MEMBER | COUNCIL MEMBER

Check #	Check Date	Vendor Name	Amount	Voided
		COUNCIL MEMBER		

City of La Vista
Mayor and City Council Report
September 15, 2026 Agenda

Item: B.1

Subject:	Type:	Submitted By:
Resolution No. 26-083 - Insurance Broker Agreement - Addendum Seven	Resolution	Rachel Carl, City Clerk

Synopsis
A resolution has been prepared approving addendum seven to the agreement with FNIC (formerly The Harry A. Koch Co.) to extend the term for insurance agency/broker services for property, casualty, liability, and workers compensation insurance coverages to September 30, 2027.

Fiscal Impact
The approved FY27/FY28 Biennial Budget provides the $26,903 funding for broker services.

Recommendation
Motion to approve Resolution No. 26-083 extending insurance agency/broker services with FNIC through September 30, 2026.

Background
In June 2019, the City Council approved a one-year agreement with The Harry A. Koch Company, now FNIC, for insurance agency/broker services with the option to renew annually.

The agreement provides for an annual broker fee to be paid to FNIC, which is split pro rata among the cities in the Insurance Service Group (ISG) which are party to the Agreement. There are two cities in the ISG, La Vista and Papillion, and La Vista's pro rata share will remain at $26,903.

Addendum seven will extend the agreement with FNIC to September 30, 2027.

Attachments
1. Resolution Insurance Broker Services
2. Broker Services - Amendment 7

RESOLUTION NO. 26-083

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING ADDENDUM SEVEN TO THE AGREEMENT WITH FIRST INSURANCE GROUP LLC DBA FNIC TO EXTEND THE EXPIRATION DATE OF THE INSURANCE BROKER SERVICES AGREEMENT THROUGH SEPTEMBER 30, 2027.

WHEREAS, The City of La Vista and FNIC entered into an Agreement dated June 5, 2019 ("Agreement"); and

WHEREAS, the original term of the Agreement was for October 1, 2019 through September 30, 2020 and an addendum has been approved each year to continue service; and

WHEREAS, The City of La Vista and FNIC wish to execute Addendum Seven to extend the expiration date of the Agreement to September 30, 2027;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve Addendum Seven to the agreement with FNIC to extend the expiration date of the Agreement to September 30, 2027 and authorize the Mayor to execute said addendum.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026.

CITY OF LA VISTA

____
Douglas Kindig, Mayor

ATTEST:

____
Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\26 FINAL RESOLUTIONS\26.083 Insurance Broker Agreement Addendum Seven 09.15.2026.Docx

ADDENDUM FIVE TO

AGREEMENT FOR INSURANCE AGENCY/BROKER SERVICES

This Addendum 7 ("Addendum Seven") is entered into this ___ day of ____________, 2026, by and between the City of La Vista, Nebraska (hereinafter referred to as "City") and First Insurance Group LLC d/b/a FNIC (formerly The Harry A. Koch Company, hereinafter referred to as "Broker").

WHEREAS, City and Broker entered into an Agreement dated June 5, 2019 ("Agreement"), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the term of the Agreement was for October 1, 2019, through September 30, 2020; and

WHEREAS, City and Broker modified the initial term to begin on or about July 12, 2019, and

WHEREAS, City and Broker entered into Addendum Two in order to extend the term of the Agreement to September 30, 2022, as allowed by Article 1 of the attached Agreement, and to ratify the Agreement to be effective from July 12, 2019, through the present

WHEREAS, City and Broker entered into Addendum Three on September 20, 2022, in order to extend the term of the Agreement to September 30, 2023; and

WHEREAS, City and Broker entered into Addendum Four on October 1, 2023, in order to extend the term of the Agreement to September 30, 2024; and

WHEREAS, City and Broker entered into Addendum Five on September 17, 2024, in order to extend the term of the Agreement to September 30, 2025; and

WHEREAS, City and Broker entered into Addendum Six on September 16, 2025, in order to extend the term of the Agreement to September 30, 2026; and

WHEREAS, City and Broker wish to enter into Addendum Seven in order to extend the term of the Agreement to September 30, 2027. All other terms and conditions of the Agreement shall remain in full force and effect.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to extend the term of the Agreement to September 30, 2027, and to ratify the Agreement to be effective from July 12, 2019 through the present.

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City:

City of LA VISTA, NEBRASKA,
A Nebraska Municipal Corporation

____
Douglas Kindig, Mayor

Attest:

____
Rachel D. Carl, CMC, City Clerk

(S E A L)

BROKER:

By: ______________________________

Its: ______________________________

STATE OF NEBRASKA)
) ss
COUNTY OF ________)

On ___________________, 2024, before me, Notary, personally appeared ______________________ personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of First Insurance Group LLC d/b/a FNIC and that by his/her signature on the instrument executed the instrument.

WITNESS my hand and official seal.

____
Notary Public

City of La Vista
Mayor and City Council Report
September 15, 2026 Agenda

Item: B.2

Subject:	Type:	Submitted By:
Receive & File - Insurance Renewal - Property, Liability and Workers Compensation	Receive & File	Rachel Carl, City Clerk

Synopsis
A renewal has been negotiated for the property, liability and workers' compensation insurance program offered by Travelers at an annual premium cost of $804,902.

Fiscal Impact
The approved FY27/FY28 Biennial Budget provides funding for the $804,902 insurance premium.

Recommendation
Motion to receive and file the renewal for property, liability, and workers' compensation insurance with Travelers.

Background
The City has had its property, liability and workers' compensation insurance coverage with Travelers since 2014. Each year, our broker, FNIC, works with us at renewal time to review coverage limits, deductibles, rates, etc. Over the years, we have received a reasonable rate increases without significant changes in the plan from Travelers and consequently have continued our relationship with them.

There are still no other carriers that offer the Municipal Sales Tax Revenue coverage the City has with Travelers. This coverage would replace sales tax revenues up to $1.9 million in the event a natural disaster left The Embassy Suites and/or Marriott hotels without revenue for a period of time. It has been determined that this revenue protection coverage is an important component of our insurance package that needs to be maintained.

The year-over-year premium remains flat with no increase in the overall premium this year. As noted in the attached letter from our broker, there is an 8% decrease in the premium for workers compensation coverage based on the City's performance in controlling and preventing workplace injuries. On the property coverage premium, the 3% increase is based on the slightly higher property values.

The premium rate provided by Travelers falls within our budgeted number. We have received excellent service from Travelers over the years and have good working relationships with their representatives. Coverage will continue to be reviewed without a broker each year to ensure the best coverage possible for the City at the best premiums.

Attachments
1. Cover Letter from FNIC
2. LaVista 2026 Premium Summary

fnic Trusted insurance advisors

September 3, 2026

Rachel Carl
City Clerk
City of LaVista
8116 Park View Blvd
LaVista, NE 68128

Re: City of LaVista 10/1/2026-27 Property and Casualty Insurance Renewal

Dear Rachel,

Enclosed is a summary of premiums for the property casualty insurance renewal for the City of La Vista effective 10/1/2026. For the first time in several years, we are happy to say there is no increase in overall premium cost this year. Some of the moderate increases in the property and liability lines are more than offset by a drop in the cost of workers' compensation.

The 8% premium decrease in workers' compensation is the result of a very favorable NCCI experience mod of .67. This would indicate that the City of LaVista is performing much better than their peers in controlling and preventing workplace injuries. Continued focus in these areas should set the stage for stability or possibly additional rate relief on future renewals. The past two years, we have now seen a combined drop of over 16% in workers compensation costs.

It is nice to note that changes in property premium are not the primary focus of this year's program. While property premium is higher YOY, the 3% bump is purely a result of slightly higher property values but no change in rate or deductibles. It appears we have reached some level of stability in the property market in 2026.

It has been a pleasure working with the entire LaVista team. The conversations and questions regarding insurance and risk management are always welcome. We genuinely appreciate your concerns in wanting to continuously improve the risk and insurance profile of the city. We are here to support and guide you in those efforts.

Best Regards,

Mark Frantz ARM, CIC, CRM
Senior Vice President
402-861-7010 | mark.frantz@fnicgroup.com

Jeff Scanlan, CPCU, AFIS
Senior Vice President
402-861-7136 | jeff.scanlan@fnicgroup.com

Premium Summary

	Expiring Premiums	RENEWAL	
COVERAGE	2025-2026	2026-2027	Difference
PROPERTY	$265,689	$273,447	$7,758
INLAND MARINE	$9,449	$10,218	$769
GENERAL LIABILITY / EMPLOYEE BENEFIT LIABILITY	$52,945	$55,021	$2,076
LAW ENFORCEMENT LIABILITY	$46,382	$49,281	$2,899
PUBLIC ENTITY MANAGEMENT LIABILITY	$9,449	$9,899	$450
EMPLOYMENT PRACTICES LIABILITY	$7,852	$8,195	$343
AUTOMOBILE	$107,095	$109,893	$2,798
UMBRELLA	$34,467	$34,150	-$317
WORKERS' COMPENSATION	$218,946	$200,805	-$18,141
CYBER /CRIME	$24,278	$25,235	$957
ERISA BOND (8/5/2025-2026)	$1,855	$1,855	$0
FNIC Fee	$26,903	$26,903	$0
ANNUAL PREMIUM	$805,310	$804,902	-$408

City of La Vista
Mayor and City Council Report
September 15, 2026 Agenda

Item: C

Subject:	**Type:**	**Submitted By:**
Amending the Compensation Ordinance and Setting Rates of Auto and Phone Allowance	Ordinance	Wendy Lowery, Human Resources Director

Synopsis
An ordinance has been prepared to amend the Compensation Ordinance to implement a 1.5% salary scale adjustment. A resolution has been prepared to approve the auto and cellular phone allowance rates for FY27 and FY28.

Fiscal Impact
Funding has been approved in the FY27-FY28 Biennial Budget.

Recommendation
Motion to approve Ordinance No. 1590 with an effective date of September 20, 2026. Motion to approve Resolution No. 26-084 setting the auto and cellular phone allowance rates.

Background
An ordinance has been prepared to formalize and implement the proposed 1.5% range adjustments. The adjustment is intended to maintain competitive wages in relation to the current market.

In addition to the range adjustments, the ordinance includes several administrative changes. The titles of Account Specialist and IT Police/Radio Technology Specialist have been updated to ensure consistency in our job titling framework. It's important to note that there will be no changes to the salary ranges for these positions. The ordinance also removes the SDLEA wage range, as compensation for academy personnel will be established by the Board. The Police Academy Fund is primarily supported through contributions from its member agencies. While our city provides an annual membership, additional city funds are not allocated to this fund.

The approved budget for FY27 and FY28 includes an allowance for auto and cellular phones. No changes are recommended.

Attachments
1. Ordinance with Redline Amendments
2. Ord No 1590 Amend Comp Ord 09.15.2026
3. Resolution No. 26-084 Phone and Car Allowance 09.15.2026

ORDINANCE NO. ~~1570~~

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

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

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

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

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

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 16 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish. Management Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided in section 11.

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 16 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish. Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided in section 11.

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 16 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish.

Section 7. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 16 of this Ordinance. For Fiscal year ~~2026~~ 2027 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 8. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 9. Health, Dental Life and Long-Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long-term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 10. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 11. Special Provisions.

A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2023 through September 30, 2026," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith and be deemed incorporated herein by this reference.

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

C. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed $225.

D. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.

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

F. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked that encompass the annual La Vista celebration outside of their normally scheduled workday. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.

G. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective.

Section 12. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 13. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minute clean-up period prior to the end of the work day.

Section 14. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 15. Vacation Leave. Vacation leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 16. Wage Tables

Pay Grade	Title	SALARY RANGE		
		Minimum	MidPoint	Maximum
A				
B		$ 16.45 ~~$16.21~~	$ 18.93 ~~$18.65~~	$ 21.39 ~~$21.07~~
		$34,221.60~~$33,715.86~~	$39,364.49~~$38,782.74~~	$44,485.94~~$43,828.51~~
	Recreation Attendant			
	Circulation Assistant			
	Lifeguard			
C		$ 17.62 ~~$17.36~~	$ 20.25 ~~$19.95~~	$ 22.90 ~~$22.56~~
		$36,643.04~~$36,101.52~~	$42,128.78~~$41,506.19~~	$47,635.96~~$46,931.98~~
	Assistant Pool Manager			
D		$ 20.08 ~~$19.78~~	$ 23.09 ~~$22.75~~	$ 26.11 ~~$25.72~~
		$41,764.50~~$41,147.29~~	$48,021.67~~$47,311.99~~	$54,300.28~~$53,497.81~~
	Administrative Assistant			
	Circulation Specialist			
	Custodian			
	Driver I			
	Laborer (Seasonal)			
	Pool Manager			
	Shop Assistant			
E		$ 21.68 ~~$21.36~~	$ 24.93 ~~$24.56~~	$ 28.18 ~~$27.76~~
		$ 45,085.94 ~~$44,419.65~~	$ 51,857.41 ~~$51,091.04~~	$ 58,607.44 ~~$57,741.32~~
	Administrative Specialist			
	Police Records Specialist			
	Driver II			
	Permit Technician			
F		$ 23.42 ~~$23.07~~	$ 26.93 ~~$26.53~~	$ 30.44 ~~$29.99~~
		$48,707.39~~$47,987.58~~	$56,014.57~~$55,186.77~~	$63,321.75~~$62,385.96~~
	Accounting Specialist			
	Assistant Events Coordinator			
	Evidence Technician			
	GED Instructor			
	Maintenance Worker I			
	Office Coordinator			
G		$ 25.29 ~~$24.92~~	$ 29.08 ~~$28.65~~	$ 32.88 ~~$32.40~~
		$52,607.41~~$51,829.96~~	$60,493.16~~$59,599.18~~	$68,400.35~~$67,389.50~~
	Landscape Gardener			
	Maintenance Worker II			
H		$ 27.31 ~~$26.91~~	$ 31.41 ~~$30.95~~	$ 35.50 ~~$34.98~~
		$56,807.43~~$55,967.91~~	$65,336.05~~$64,370.49~~	$73,843.23~~$72,751.95~~
	Executive Assistant			
	Maintenance Worker III			
	Mechanic			
I		$ 29.50 ~~$29.06~~	$ 33.93 ~~$33.42~~	$ 38.34 ~~$37.78~~

		$61,350.31~~$60,443.66~~	$70,564.64~~$69,521.82~~	$79,757.55~~$78,578.86~~
	Crime Analyst			
	Assistant Planner			
	Building Inspector I			
	Building Maintenance Technician			
	Code Enforcement Officer			
	Librarian I			
	Signal Technician			
J		**$ 31.85** ~~$31.38~~	**$ 36.63** ~~$36.09~~	**$ 41.42** ~~$40.80~~
		$66,257.48~~$65,278.30~~	$76,200.39~~$75,074.27~~	$86,143.29~~$84,870.24~~
	Accountant			
	Administrative Services Manager			
	Deputy City Clerk			
	Engineer Assistant			
	Grant Writer/Purchasing Specialist			
	~~IT Police/Radio Technology Specialist~~Information Technology Technician			
	Librarian II			
	Public Works Supervisor			
K		**$ 34.40** ~~$33.89~~	**$ 39.56** ~~$38.98~~	**$ 44.72** ~~$44.06~~
		$71,550.36~~$70,492.97~~	$82,286.13~~$81,070.08~~	$93,021.90~~$91,647.19~~
	Building Inspector II			
	Planner			
	Recreation Manager			
	Senior Human Resources Generalist			
	Turf Supervisor			
L		**$ 37.15** ~~$36.60~~	**$ 42.72** ~~$42.09~~	**$ 48.30** ~~$47.58~~
		$77,271.82~~$76,129.87~~	$88,864.74~~$87,551.46~~	$100,457.65~~$98,973.06~~
	Civil Engineer			
	Communications and Marketing Specialist			
	Events Coordinator			
	Senior Accountant			
M		**$ 40.13** ~~$39.53~~	**$ 46.14** ~~$45.46~~	**$ 52.17** ~~$51.40~~
		$83,464.71~~$82,231.24~~	$95,979.06~~$94,560.65~~	$108,514.84~~$106,911.17~~
	Assistant Recreation Director			
	Deputy Library Director			
	Public Works Superintendent			
	Senior Planner			
N		**$ 43.33** ~~$42.69~~	**$ 49.83** ~~$49.10~~	**$ 56.33** ~~$55.50~~
		$90,129.03~~$88,797.07~~	$103,650.53~~$102,118.74~~	$117,172.02~~$115,440.42~~
	Assistant to the City Administrator			
	Chief Building Official			
	Communications and Marketing Manager			
	Information Technology Manager			
O		**$ 46.80** ~~$46.11~~	**$ 53.82** ~~$53.02~~	**$ 60.85** ~~$59.95~~
		$97,350.49~~$95,911.82~~	$111,943.42~~$110,289.09~~	$126,557.78~~$124,687.47~~
	Deputy Community Development Director			
	Deputy Finance Director			

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P		**$ 50.54** ~~$49.80~~	**$ 58.13** ~~$57.27~~	**$ 65.71** ~~$64.74~~
		$105,129.10~~$103,575.47~~	$120,900.61~~$119,113.90~~	$136,672.12~~$134,652.34~~
Q		**$ 55.60** ~~$54.78~~	**$ 63.94** ~~$62.99~~	**$ 72.28** ~~$71.21~~
		$115,650.59~~$113,941.46~~	$132,986.39~~$131,021.07~~	$150,343.62~~$148,121.79~~
	Deputy Director of Public Works			
	Police Captain			
R		**$ 61.16** ~~$60.26~~	**$ 70.33** ~~$69.29~~	**$ 79.51** ~~$78.34~~
		$127,222.07~~$125,341.94~~	$146,293.60~~$144,131.62~~	$165,386.55~~$162,942.42~~
	City Engineer			
	Deputy Chief of Police			
DEPARTMENT HEAD/ADMINISTRATION SERVICE				
QQ		**$ 53.28** ~~$52.50~~	**$ 63.94** ~~$62.99~~	**$ 74.60** ~~$73.50~~
		$110,829.13~~$109,191.26~~	$132,986.39~~$131,021.07~~	$155,165.07~~$152,871.99~~
	City Clerk			
	Library Director			
	Recreation Director			
RR		**$ 58.61** ~~$57.74~~	**$ 70.33** ~~$69.29~~	**$ 82.06** ~~$80.84~~
		$121,907.76~~$120,106.17~~	$146,293.60~~$144,131.62~~	$170,679.44~~$168,157.08~~
	Community Development Director			
	Finance Director			
	Human Resources Director			
SS		**$ 64.47** ~~$63.52~~	**$ 77.37** ~~$76.23~~	**$ 90.26** ~~$88.92~~
		$134,100.68~~$132,118.90~~	$160,929.39~~$158,551.12~~	$187,736.67~~$184,962.23~~
	Asst City Admin/Managing Director of Community Services			
	Managing Director of Administrative Services			
	Managing Director of Public Safety/Police Chief			
	Managing Director of Public Works			
TT		**$ 70.92** ~~$69.87~~	**$ 85.11** ~~$83.85~~	**$ 99.29** ~~$97.83~~
		$147,515.03~~$145,335.01~~	$177,022.33~~$174,406.23~~	$206,529.62~~$203,477.46~~

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

~~-~~	~~-~~	~~-~~	~~-~~
~~SDLEA~~			
~~Rate~~	~~Min~~	~~Mid~~	~~Max~~
~~Director of Training~~			
~~Hourly~~	~~$ 35.15~~	~~$ 42.19~~	~~$ 49.25~~
~~Annually~~	~~$ 73,114.51~~	~~$ 87,772.13~~	~~$ 102,428.73~~
~~Police Training Instructor~~			
~~Hourly~~	~~$ 27.60~~	~~$ 34.74~~	~~$ 41.88~~
~~Annually~~	~~$ 57,403.33~~	~~$ 72,265.97~~	~~$ 87,108.32~~

Section 21. Repeal of Ordinance No. ~~1556~~1570. Ordinance No. ~~1556~~ 1570 originally passed and approved on the 2nd day of ~~September 2025~~December 2025 is hereby repealed.

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

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

PASSED AND APPROVED THIS ~~2ND~~ 15TH DAY SEPTEMBER~~DECEMBER~~ 2026~~2025~~.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

ORDINANCE NO. 1590

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

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

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

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

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 16 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish. Management Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided in section 11.

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 16 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish. Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided in section 11.

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 16 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish.

Section 7. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 16 of this Ordinance. For Fiscal year 2027 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 8. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 9. Health, Dental Life and Long-Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long-term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 10. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 11. Special Provisions.

A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2023 through September 30, 2026," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith and be deemed incorporated herein by this reference.

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

C. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed $225.

D. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.

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

F. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked that encompass the annual La Vista celebration outside of their normally scheduled workday. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.

G. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective.

Section 12. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 13. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minute clean-up period prior to the end of the work day.

Section 14. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 15. Vacation Leave. Vacation leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 16. Wage Tables

Pay Grade	Title	SALARY RANGE		
		Minimum	MidPoint	Maximum
A				
B		$ 16.45	$ 18.93	$ 21.39
		$34,221.60	$39,364.49	$44,485.94
	Recreation Attendant			
	Circulation Assistant			
	Lifeguard			
C		$ 17.62	$ 20.25	$ 22.90
		$36,643.04	$42,128.78	$47,635.96
	Assistant Pool Manager			
D		$ 20.08	$ 23.09	$ 26.11
		$41,764.50	$48,021.67	$54,300.28
	Administrative Assistant			
	Circulation Specialist			
	Custodian			
	Driver I			
	Laborer (Seasonal)			
	Pool Manager			
	Shop Assistant			
E		$ 21.68	$ 24.93	$ 28.18
		$ 45,085.94	$ 51,857.41	$ 58,607.44
	Administrative Specialist			
	Police Records Specialist			
	Driver II			
	Permit Technician			
F		$ 23.42	$ 26.93	$ 30.44
		$48,707.39	$56,014.57	$63,321.75
	Accounting Specialist			
	Assistant Events Coordinator			
	Evidence Technician			
	GED Instructor			
	Maintenance Worker I			
	Office Coordinator			
G		$ 25.29	$ 29.08	$ 32.88
		$52,607.41	$60,493.16	$68,400.35
	Landscape Gardener			
	Maintenance Worker II			
H		$ 27.31	$ 31.41	$ 35.50
		$56,807.43	$65,336.05	$73,843.23
	Executive Assistant			
	Maintenance Worker III			
	Mechanic			
I		$ 29.50	$ 33.93	$ 38.34
		$61,350.31	$70,564.64	$79,757.55

	Crime Analyst			
	Assistant Planner			
	Building Inspector I			
	Building Maintenance Technician			
	Code Enforcement Officer			
	Librarian I			
	Signal Technician			
J		**$ 31.85**	**$ 36.63**	**$ 41.42**
		$66,257.48	$76,200.39	$86,143.29
	Accountant			
	Administrative Services Manager			
	Deputy City Clerk			
	Engineer Assistant			
	Grant Writer/Purchasing Specialist			
	Information Technology Technician			
	Librarian II			
	Public Works Supervisor			
K		**$ 34.40**	**$ 39.56**	**$ 44.72**
		$71,550.36	$82,286.13	$93,021.90
	Building Inspector II			
	Planner			
	Recreation Manager			
	Senior Human Resources Generalist			
	Turf Supervisor			
L		**$ 37.15**	**$ 42.72**	**$ 48.30**
		$77,271.82	$88,864.74	$100,457.65
	Civil Engineer			
	Communications and Marketing Specialist			
	Events Coordinator			
	Senior Accountant			
M		**$ 40.13**	**$ 46.14**	**$ 52.17**
		$83,464.71	$95,979.06	$108,514.84
	Assistant Recreation Director			
	Deputy Library Director			
	Public Works Superintendent			
	Senior Planner			
N		**$ 43.33**	**$ 49.83**	**$ 56.33**
		$90,129.03	$103,650.53	$117,172.02
	Assistant to the City Administrator			
	Chief Building Official			
	Communications and Marketing Manager			
	Information Technology Manager			
O		**$ 46.80**	**$ 53.82**	**$ 60.85**
		$97,350.49	$111,943.42	$126,557.78
	Deputy Community Development Director			
	Deputy Finance Director			
P		**$ 50.54**	**$ 58.13**	**$ 65.71**
		$105,129.10	$120,900.61	$136,672.12
Q		**$ 55.60**	**$ 63.94**	**$ 72.28**
		$115,650.59	$132,986.39	$150,343.62
	Deputy Director of Public Works			
	Police Captain			
R		**$ 61.16**	**$ 70.33**	**$ 79.51**

		$127,222.07	$146,293.60	$165,386.55
	City Engineer			
	Deputy Chief of Police			
	DEPARTMENT HEAD/ADMINISTRATION SERVICE			
QQ		**$ 53.28**	**$ 63.94**	**$ 74.60**
		$110,829.13	$132,986.39	$155,165.07
	City Clerk			
	Library Director			
	Recreation Director			
RR		**$ 58.61**	**$ 70.33**	**$ 82.06**
		$121,907.76	$146,293.60	$170,679.44
	Community Development Director			
	Finance Director			
	Human Resources Director			
SS		**$ 64.47**	**$ 77.37**	**$ 90.26**
		$134,100.68	$160,929.39	$187,736.67
	Asst City Admin/Managing Director of Community Services			
	Managing Director of Administrative Services			
	Managing Director of Public Safety/Police Chief			
	Managing Director of Public Works			
TT		**$ 70.92**	**$ 85.11**	**$ 99.29**
		$147,515.03	$177,022.33	$206,529.62

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

Section 21. Repeal of Ordinance No.1570. Ordinance No.1570 originally passed and approved on the 2nd day of December 2025 is hereby repealed.

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

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

PASSED AND APPROVED THIS 15TH DAY SEPTEMBER 2026.

CITY OF LA VISTA

____
Douglas Kindig, Mayor

ATTEST:

____
Rachel D. Carl, CMC
City Clerk

RESOLUTION NO. 26-084

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

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

WHEREAS, the FY27 and FY28 municipal budgets establish funds for vehicle and mobile phone allowances for various officers, employees and volunteers of the City and are recommended by the Director of Administrative Services and City Administrator.

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

Tier	Monthly Vehicle Allowance	Tier	Monthly Phone Allowance
Tier 1	$30	Tier 1	$30
Tier 2	$50	Tier 2	$60
Tier 3	$100	Tier 3	$90
Tier 4	$150		
Tier 5	$300		

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

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City of La Vista
Mayor and City Council Report
September 15, 2026 Agenda

Item: D

Subject:	Type:	Submitted By:
Resolution No. 26-085 - Approve Agreement Land Water Conservation Fund Ardmore Park Renovation	Resolution	Courtney Ruffcorn, Grant Writer/Purchasing Specialist

Synopsis
This agreement outlines the terms and purpose for the Land Water Conservation Project grant award. The attached agreement outlines the statement of work. "Nebraska Game and Parks Commission will pass through a subaward to the subrecipient, City of La Vista, to improve Ardmore Park. This project will demolish playground equipment, a picnic shelter, and mulch; renovate a picnic shelter, a playground, and playground surfacing; and install trash cans, solar lighting, and picnic tables with benches."

The period of performance for this award is from the date of approval and execution of this agreement to October 31, 2029. The total approved budget is $330,510.00. Our reimbursement award amount is $165,255.00. Our local cost share portion is a matching $165,255.00.

Fiscal Impact
Our $165,255.00 cost share and reimbursement will occur in FY28 as scheduled in the CIP.

Recommendation
Approval.

Background
This was a grant that was applied for in October of 2025. We received an anticipated award early 2026 for the renovation of Ardmore Park and Camenzind Park. The two parks were separated into two separate agreements. Grant Writer Courtney Ruffcorn will maintain performance and financial reporting in cooperation with Parks Superintendent Jason Allen.

Attachments
1. Resolution - Approve Grant Agreement for Ardmore Park
2. 31-01127_LaVista_ArdmoreReno_NGPCAgreementunsigned
3. Milestones Planning_CoLV Ardmore

RESOLUTION NO. 26-085

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AGREEMENT WITH THE NEBRASKA GAME AND PARKS LAND AND WATER CONSERVATION FUND PROGRAM FOR GRANT FUNDING FOR ARDMORE PARK IN AN AMOUNT NOT TO EXCEED $165,255.

WHEREAS, the City of La Vista, Nebraska ("the City") applied for federal assistance from the Land and Water Conservation Fund program for the purpose of improvements at Ardmore Park; and

WHEREAS, the City received notice of award in the amount of $165,255; and

WHEREAS, the total project cost is $330,510 and requires a City match of $165,255; and

WHEREAS, the City has budgeted its stated match of the proposed total project funds and will allocate these funds toward this project; and

WHEREAS, the City of La Vista has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner; and

WHEREAS, the City of La Vista will not discriminate against any person on the basis or race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17; and

WHEREAS, the City of La Vista agrees that no property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location; and ; and

WHEREAS, the City of La Vista will replace the land in the event of a conversion in use in accordance with Section 6(f)93) of the Land and Water Conservation Fund Act of 1965, as amended; and

WHEREAS, the City of La Vista agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of La Vista, Nebraska, that the Mayor be authorized to sign the grant agreement with the Nebraska Game and Parks Land and Water Conservation Fund program for funding assistance in the amount of $165,255 for park improvements at Ardmore Park.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026.

CITY OF LA VISTA

____
Douglas Kindig, Mayor

ATTEST:

____
Rachel D. Carl, CMC
City Clerk

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STATE OF NEBRASKA
GAME AND PARKS COMMISSION
LAND AND WATER CONSERVATION FUND
NOTICE OF AWARD AND AGREEMENT

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

Grant Number: 31-01127

Title of Project: La Vista, Ardmore Park Renovation

Federal Award: P26AP01445

Project Sponsor and Address: City of La Vista
8116 Park View Blvd, La Vista, NE 68128

Project Sponsor Contact: Courtney Ruffcorn, 402-331-4343, cruffcorn@cityoflavista.org

Project Period of Performance:

From: 9/1/2026 **Through:** 8/31/2029

Total Approved Budget: $ 330,510.00

Federal Share (LWCF): $ 165,255.00

Non-Federal Share: $ 165,255.00

Required Percentage Non-Federal Cost-Share: 50%

Performance and Financial Reporting Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	11/01/2027
10/01/2027	09/30/2028	Annual	11/01/2028
09/01/2026	08/31/2029	Final	11/16/2029

Award Attachments

- Grant Agreement
- Project Budget
- Categorical Exclusion (or other NEPA document)

Table of Contents

I. LEGAL AUTHORITY

Nebraska Game and Parks Commission (Game and Parks) enters into this Agreement pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (Public Law (P.L.) 88-578; 54 U.S.C. § 2003 *et seq.*)

Expanding Public Lands Outdoor Recreation Experiences (EXPLORE) Act of 2025, as amended (P.L. 118234; 16 U.S.C. § 8401 *et seq.*)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.

B. Project Objectives – This outdoor recreation grant will improve community well-being by maximizing recreational investments, expanding opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

Nebraska Game and Parks Commission will pass through a subaward to the subrecipient, City of La Vista, to improve Ardmore Park. This project will demolish playground equipment, a picnic shelter, and mulch; renovate a picnic shelter, a playground, and playground surfacing; and install trash cans, solar lighting, and picnic tables with benches.

V. RESPONSIBILITIES OF THE PARTIES

A. The Project Sponsor agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Project Sponsor shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the Land and Water Conservation Fund (LWCF) State Assistance Program Manual (v. 2026, May 1, 2026).

3. Ensure compliance with the requirements of 2 C.F.R. § 200

4. Ensure the selection of qualified subcontractors and submit documentation to Game and Parks showing competitive selection or justification for single source procurement in accordance with 2 C.F.R. § 200.318 – 200.327 and the State of Nebraska procurement standards.

5. Verify actual project expenses and match contributions before submitting requests for reimbursement to Game and Parks.

6. Submit annual and final performance and financial reports in accordance with Article IX.

7. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) and that an acknowledgement sign has been installed at the park/site by the time of grant closing in accordance with the LWCF Manual.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. Cost sharing or matching contributions must meet the requirements of 2 CFR §200.306, including that contributions are verifiable, necessary, reasonable, and allowable. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

VII. PRE-AWARD COSTS

The Project Sponsor is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

A. Game and Parks will provide funding to the Project Sponsor in an amount not to exceed $165,255.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made by partial or full reimbursement through the Nebraska state payment system after Game and Parks receives the requested funds from the Department of Treasury's Automated Standard Application for Payments (ASAP) system as requested.

2. **Requesting Partial Reimbursement**. Requests for a one-time partial reimbursement may be allowed. The request must be emailed to Game and Parks. Project Sponsor must provide supporting documentation, complete required forms and provide proof of progress on the project.

3. **Requesting Full and/or Final Reimbursement**. Requests for full and/or final reimbursements must be submitted via email to Game and Parks. Project Sponsor must provide supporting documentation, complete required forms, and proof of progress on the project.

4. The request must be limited to the amount of disbursements made for the Federal share and match of direct project costs incurred during that billing period.

5. **Bank Accounts**. All reimbursement payments are made through electronic funds transfer to the bank account identified in the Nebraska state payment system.

6. **Supporting Documents**. Supporting documentation is required for all reimbursements requests. Supporting documents include invoices, proof of payments, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from Game and Parks and NPS. The Project Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by Game and Parks based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Project Sponsor must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

A. Refer to the first page of the Agreement for performance and financial reporting frequency and due dates. Reports must be submitted to Game and Parks by email or grant portal depending on preference stated in the email reminder.

B. A final Performance Report and a final FFR will be due 60 days after the end date of the Term of Agreement. If the Recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.

C. Game and Parks, the Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 C.F.R. § 200.334 - Record retention requirements.

D. Refer to Game and Parks Close Out Requirement form for the documentation required to close out an LWCF grant.

X. AWARD SPECIFIC TERMS AND CONDITIONS

A. Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means Nebraska Game and Parks Commission Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State.

E. The term “Project Sponsor” or “Recipient” as used herein mean the political subdivision or other public agency to which funds are subawarded pursuant to this agreement.

F. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

G. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, v. 2026 (May 1, 2026).

H. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

B. Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the local outdoor recreation funds.

A. The Project Sponsor agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the grant agreement.

B. The Project Sponsor agrees that the property described in the grant agreement and depicted on the signed and dated approved LWCF Boundary Map is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the State and the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The State and the Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. § 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

   Prior to the completion of this project, the Project Sponsor, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated LWCF Boundary Map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

   In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the Project Sponsor agrees to notify the State of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the State and NPS.

C. The Project Sponsor agrees that the benefit to be derived by the United States from the full compliance by the Project Sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The Project Sponsor agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

   The Project Sponsor further agrees, therefore, that the appropriate remedy in the event of a breach by the Project Sponsor of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The Project Sponsor agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

E. Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the Project Sponsor for the beneficiaries of the program under which the property was acquired or improved. As a result, the Project Sponsor agrees that the area depicted or otherwise described on the 200305(f)(3) LWCF Boundary Map must be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located (2 C.F.R. § 200.316), to the effect that the property described and shown in the scope of the grant agreement and the signed and dated LWCF Boundary Map has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the State and the Secretary as described in Part II.B above.

F. The Project Sponsor must maintain documentation of the recordation specified in Part II. E. above and report regularly to the State on the status of the Federal interest in the Property.

G. Nondiscrimination

   1. By signing the LWCF agreement, the Project Sponsor certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

   2. The Project Sponsor shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

C. Part III - Project Assurances

A. Project Application

   1. The Application for Federal Assistance bearing the same project number as the Grant

Agreement and associated documents is by this reference made a part of the agreement. The State possesses legal authority to apply for the grant, and the Project Sponsor has the authority to finance and construct the proposed facilities. A resolution, motion, or similar action by the Project Sponsor has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

2. The Project Sponsor has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder. The exception (atypical) may be those funds reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

2. The Project Sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

3. The Project Sponsor will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the State and NPS may require.

4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the Project Sponsor shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.

5. As referenced in the DOI Standard Terms and Conditions, the Project Sponsor will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

6. The Project Sponsor will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.

7. The Project Sponsor will assist the State and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to

procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes:
(1) initiating the process through consultation with the State Historic Preservation Officer, federally recognized Indian tribes, and others on the undertaking, as necessary under 36 C.F.R. Part 800.4, by
(2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties,
(3) assessing the effects of the undertaking upon such properties, if present, and
(4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking, the Project Sponsor and State in coordination with NPS shall consult per provisions of 36 C.F.R. § 800.13.

8. The Project Sponsor will assist the State and National Park Service (NPS) in meeting the requirements of the National Environmental Policy Act of 1969 as amended (42 U.S.C. § 4321 *et seq.*), the Department of the Interior's NEPA regulations (43 C.F.R. part 46), and the Department of the Interior's NEPA procedures in 516 Departmental Manual 1. The Project Sponsor will also follow any NPS Land and Water Conservation Fund (LWCF) program policies that apply to NEPA compliance.

   This assistance includes providing information needed for the State and NPS to consider reasonably foreseeable environmental effects of grant-supported activities. The State will provide the NPS with either a description of potential environmental impacts or documentation demonstrating that no such impacts are expected.

   When a project includes grant-assisted development or other ground-disturbing activities, the Project Sponsor and State must submit an application with information sufficient for NPS to determine the appropriate NEPA pathway.

   If a categorical exclusion applies, NPS will identify the appropriate categorical exclusion under 43 C.F.R. part 46 and part 516 of the Departmental Manual. Executive Order 14154, "Unleashing American Energy" (Jan. 20, 2025), and the Presidential Memorandum "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" (Jan. 21, 2025), will be applied consistent with NEPA requirements.

9. For any insurable improvement located within a Federal Emergency Management Agency designated Special Flood Hazard Area, the Project Sponsor is required to obtain and maintain flood insurance consistent with the Flood Disaster Protection Act of 1973 and applicable federal requirements. The Project Sponsor is responsible for ensuring continuous insurance coverage for the useful life of any such improvement supported by LWCF assistance. By accepting this award, the Project Sponsor affirms compliance with all applicable flood insurance requirements and acknowledges that failure to maintain required coverage may result in enforcement actions consistent with federal law and this agreement. No documentation is required to be submitted to the NPS unless specifically requested for audit or compliance purposes.

C. Project Termination

1. The Project Sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Project Sponsor only by mutual agreement with the State.

2. The State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The project sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.

2. Within 60 calendar days after completion of the project or the Expiration Date of the period of performance, whichever comes first, the Project Sponsor must submit all required documentation as outlined in the Game and Parks Close Out Requirement form. The State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.

3. The State and the NPS retain the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

D. Part IV – Award Specific Conditions

A. National Environmental Policy Act

Project Sponsor must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 C.F.R. Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. National Historic Preservation Act

Project Sponsor must comply with the requirements of the National Historic Preservation Act of 1966, Pub. L. No. 89-665 (codified as amended at 54 U.S.C. § 300101 *et seq.*) (NHPA), including Section 106 (54 U.S.C. § 306108) and Section 110 (54 U.S.C. § 306101), as applicable. Compliance must be carried out in accordance with the regulations of the Advisory Council on Historic Preservation (36 C.F.R. Part 800), the Department of the Interior's implementing policies and procedures (including 519 DM 1), and any applicable programmatic agreements or alternative procedures approved under emergency or expedited review authorities.

Project Sponsor must also adhere to the Department of the Interior's Secretary's Order 3389, which directs the integration of NHPA Section 106 reviews with National Environmental Policy Act (NEPA) processes to the maximum extent practicable.

C. NEPA/NHPA Determination Complete

The National Park Service (NPS) has completed its review under NEPA (42 U.S.C. § 4321 *et seq.*), the Department of the Interior regulations at 43 C.F.R. Part 46, and NHPA (54 U.S.C. § 300101 *et seq.*) with implementing regulations at 36 C.F.R. Part 800, and has issued a final NEPA/NHPA determination for this project. The Project Sponsor must carry out all approved project activities in accordance with the mitigation, restrictions, conditions, protections, and monitoring measures required by that determination, including those listed below. If the project work, design, sequence, location, timing, or site conditions change in a way that differs from what NPS evaluated, the Project Sponsor must notify the State, who in turn will notify its assigned LWCF Program Officer before continuing so NPS can determine whether supplemental review is required. To meet this condition, the Project Sponsor must provide documentation of the change to the State and its assigned LWCF Program Officer for NPS review and acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met.

D. Other Award Specific Terms and Conditions

1. The Project Sponsor must report on the status, progress, and performance of all Award Specific Terms and Conditions including, but not limited to, those contained in Article XI, Part IV, Section D or otherwise incorporated by amendment. Each required performance report must identify the actions taken to address each condition, the documentation submitted or pending submission, whether the condition has been met in full, and any outstanding issues or delays affecting compliance. The Project Sponsor must submit this information through the Grant Portal (Fluxx) as part of each required performance report. The State and NPS will review condition performance during each reporting cycle, including final closeout.

2. The Project Sponsor must not cut down trees during prime MBTA-listed bird nesting season (April 1 to July 15), to support compliance with NEPA/NHPA. The Project Sponsor must maintain documentation of compliance and make it available to the State and NPS upon request.

3. Prior to final reimbursement under this agreement, the Project Sponsor must agree to a signed and dated LWCF Boundary Map provided by the State that meets all

requirements of the LWCF Manual including identification of the LWCF-encumbered area and all easements, rights of way, reversionary interests, and less-than-fee property rights. To meet this condition, the State will submit the LWCF Boundary Map to its assigned LWCF Program Officer for NPS review and acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met. Until written approval is issued, NPS will retain final reimbursement.

4. The Project Sponsor must file a Notice of Land Use Restriction (or Notice of Grant Agreement) with the existing deed that includes the grant number, the agreed upon LWCF Boundary Map, and a statement that the property has been acquired or developed with Land and Water Conservation Fund assistance and cannot be converted to other than public outdoor recreation use without the written approval of the State and the Secretary of the Interior.

XI. STANDARD TERMS AND CONDITIONS

A. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 C.F.R. § 200, 2 C.F.R. § 1402

Project Sponsor must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. APPROVED INDIRECT RATE

If there are any indirect costs (atypical), they must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment.

C. RESERVED

D. KEY OFFICIALS

(i) Communications - The Project Sponsor shall address any communication regarding this Agreement to the ASLO or SLO at the time of the agreement.

(ii) As of the issuance of this agreement, the contact is:
Shari Sorenson, Recreation Grants Administrator, Nebraska Game and Parks Commission

E. PRIOR APPROVAL

The Project Sponsor shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

F. PROPERTY UTILIZATION

Not Applicable

G. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

(i) This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the State, the Financial Assistance Awarding Officer and the authorized representative of Project Sponsor.

(ii) Additional conditions may be imposed by the State and NPS if it is determined that the Project Sponsor is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 C.F.R. § 200.339.

(iii)This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 C.F.R. §§ 200.340 through 200.343

(iv)Project Closeout

a. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.

b. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.

c. The State and the NPS retain the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

H. REPORTING OF MATTERS RELATED TO PROJECT SPONSOR INTEGRITY AND PERFORMANCE

(a) ***General Reporting Requirement.***
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the

information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) ***Proceedings About Which You Must Report.***

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and.

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) ***Reporting Procedures.***

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) ***Reporting Frequency.*** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) ***Definitions.*** For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

I. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

1. If the Project Sponsor uses Federal funds under this Agreement to purchase or operate an Unmanned Aircraft System (UAS), or operates a UAS in connection with this Agreement on lands managed by the Department of the Interior (DOI) or the National Park Service (NPS), the Project Sponsor must comply with:
   a. All applicable Federal laws, regulations, and Government-wide policies governing UAS operations, including, but not limited to, Federal Aviation Administration (FAA) requirements and Office of Management and Budget (OMB) requirements; and
   b. DOI and NPS policies on UAS use, as published or amended during the term of this Agreement.

2. The Project Sponsor is prohibited from using Federal funding awarded under this Agreement to procure a covered UAS that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a drone or UAS pursuant to

3. Sec. 1825 of the American Security Drone Act of 2023 (P.L. 118-31).

J. PATENTS AND INVENTIONS (37 C.F.R. § 401)
In this section, if applicable, Recipient refers to Project Sponsors. Any communication to NPS will be routed through the State office for LWCF.

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 C.F.R. § 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 C.F.R. § 401.3(a), the provision at 37 C.F.R. § 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *lnvention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. § 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. § 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 C.F.R. § 121.3-8 and 13 C.F.R. § 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. § 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. § 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipients may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. § 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the NPS within two months after the inventor discloses it in writing to Recipients personnel responsible for patent matters. The disclosure to the State shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to

the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or

opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 C.F.R. part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 C.F.R. part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that

the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. § 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 C.F.R. § 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 C.F.R. § 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any

plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

K. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

L. THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
The Recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance. The Recipient must ensure that no qualified individual with a disability is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted under this agreement. The Recipient shall provide reasonable accommodation and access to individuals with disabilities as required by applicable law.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)
While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

M. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

N. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

O. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

P. AGENCY

The Project Sponsor is not an agent or representative of the State, the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Project Sponsor and the State and will not act on behalf of the Project Sponsor.

Q. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Project Sponsor, the State or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

R. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between the State, NPS and Project Sponsor or its representatives. No representative of Project Sponsor shall perform any function or make any decision properly reserved by law or policy to the State or the Federal government.

T. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only the Project Sponsor, the State and NPS. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

U. PROGRAM INCOME

If the Project Sponsor earns program income, as defined in 2 C.F.R. § 200.1, during the period of performance of this agreement, to the extent available the Project Sponsor must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 C.F.R. § 200.305 (5)). As allowed under 2 C.F.R. § 200.307, program income may be added to the Federal award by the Federal agency and Project Sponsor. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

V. RIGHTS IN DATA

The Project Sponsor must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Project Sponsor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

The State reserves the right to use photographs obtained during site visits and grand opening ceremonies for instruction and promotion of the LWCF program.

W. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 C.F.R. § 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed Project Sponsor, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that Project Sponsor or in development of the requirement leading to the funding announcement.

3. No actual or prospective Project Sponsor may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 C.F.R. § 200.112, Conflicts of interest.

(d) Project Sponsor must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Project Sponsor is responsible for notifying the State in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 C.F.R. Part 18 and 31 U.S.C. § 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 C.F.R. § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 C.F.R. Part 180).

X. BUILD AMERICA, BUY AMERICA

Pursuant to 2 C.F.R. Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Project Sponsor must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America I OMB I The White House.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers I U.S. Department of the Interior.

When necessary, Project Sponsor may apply through the State for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the State who in turn will submit to Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the State who will in turn direct them to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Y. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Project Sponsor must comply with all applicable Presidential Executive Orders (EO) found at: https://www.whitehouse.gov/presidential-actions/ and all applicable DOI Secretary's Orders (SO) found at: https://www.doi.gov/document-library/secretary-order that are in effect at the time of award, or that may take effect during the period of performance of the award. By accepting this award, the Project Sponsor certifies awareness and compliance with all current and applicable executive and secretary orders, including the President's EO on *Ending Radical and Wasteful Government DEl Programs and Preferencing* as well as the EO and SO on *Restoring Truth and Sanity to American History*.

Project Sponsor are responsible for ensuring their activities are consistent with the intent and requirements of these directives.

XII. SIGNATURES

The Project Sponsor is required to sign the Agreement as acceptance of the terms.

As representative for the Project Sponsor for this Agreement, I acknowledge receipt of the Agreement and concurrence with the grant terms.

____

Signature

____

Name (Printed)

____

Title

____

Date

XII ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A: PROJECT BUDGET
Attachment B: CATEGORICAL EXCLUSION

LWCF DETAILED PROJECT BUDGET

Project: 31-01127 La Vista, Ardmore Park Renovation **Location:** Ardmore Park, City of La Vista, Nebraska

As of 6.10.26

Item and Cost						Federal Line Classification									Funding Split	
						Line 1	Line 2	Line 4	Line 6	Line 7	Line 8	Line 9	Line 10	Line 11	50%	50%
Area	Description	Units	Price per Unit	Sub-Total	Total Cost by Line Item	Administrative and Legal Expenses	Land for Acquisitions	Architectural and Engineering Fees	Project Inspection Fees	Site Work	Demolition and Removal	Construction	Equipment (Items valued $10,000 or more)	Miscellaneous (Items valued under $10,000)	LWCF Grant Funds	Project Sponsor Match
Ardmore Park																
	Removal of playground equipment, picnic shelter, and mulch (in-kind)	80	$25	$2,000	$ 2,000						$ 2,000				$ 1,000.00	$ 1,000.00
	Picnic shelter	1	$37,000	$37,000	$ 37,000							$ 37,000			$ 18,500.00	$ 18,500.00
	Cement pad for shelter	1	$4,000	$4,000	$ 4,000							$ 4,000			$ 2,000.00	$ 2,000.00
	Playground equipment, shipping, and install	1	$160,710	$160,710	$ 160,710							$ 160,710			$ 80,355.00	$ 80,355.00
	Ground excavation and site restoration	1	$2,500	$2,500	$ 2,500					$ 2,500					$ 1,250.00	$ 1,250.00
	Playground poured-in-place surface and concrete border	1	$116,500	$116,500	$ 116,500							$ 116,500			$ 58,250.00	$ 58,250.00
	Trash cans	2	$400	$800	$ 800									$ 800	$ 400.00	$ 400.00
	Solar lighting	1	$3,000	$3,000	$ 3,000									$ 3,000	$ 1,500.00	$ 1,500.00
	Picnic tables with benches	4	$1,000	$4,000	$ 4,000									$ 4,000	$ 2,000.00	$ 2,000.00
				TOTAL PROJECT COST	$ 330,510									Split Total	$ 165,255.00	$ 165,255.00
				Federal Line Classification Subtotal		$ -		$ -	$ -	$ 2,500.00	$ 2,000.00	$ 318,210.00	$ -	$ 7,800.00	Classification Total for crosscheck	$ 330,510.00

MATCH DETAILS

Match Type	Source	Amount
Cash	City of La Vista, NE	$163,255.00
In-Kind	Park Staff labor for demolition	$2,000.00
	Match Total	$165,255.00

LWCF

National Park Service
U.S. Department of the Interior
State and Local Assistance Programs

31-01127 La Vista, Ardmore Park Renovation La Vista, Sarpy County, NE

Proposed Federal Action

Approval of Land and Water Conservation Fund (LWCF) grant number 31-01127 La Vista, Ardmore Park Renovation. The project statement of work is as follows: The recipient, Nebraska Game and Parks Commission, will pass through a subaward to the subrecipient, City of La Vista, to improve Ardmore Park. This project will demolish playground equipment, a picnic shelter, and mulch; renovate a picnic shelter, a playground, and playground surfacing; and install trash cans, solar lighting, and picnic tables with benches.

Categorical Exclusion

This grant has been environmentally certified F(5) which states: "Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:
a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
b. introduce motorized recreation vehicles;
c. introduce active recreation pursuits into a passive recreation area;
d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or
e. add or alter access to the park from the surrounding area."

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum.

Keilah Spann 06/01/2026

Keilah Spann Date
Supervisory Compliance Officer
Land and Water Conservation Fund Program
National Park Service - Interior Region 2
Atlanta, Georgia 30303

LWCF DEVELOPMENT/RENOVATION PROJECT

MILESTONES AND MEASURES FORM

Planning Document

NEBRASKA – GAME PARKS –

SSorenson Version VII 2.19.2026

Instructions: Use the worksheet to estimate the start and ending of your construction phases.

-Yellow highlighted cells are for text you fill in. Construction Phases column (green highlighted cells) is a drop down menu. The Milestone column will auto-populate based on the what is selected in the Construction Phasedrop-down selection .
-Enter the date you are submitting the document, project name, location and NPS Project ID.
-Starting with Row 14, enter the start date for the first construction phase. (End dates will remain empty at this time).
-The Milestones column will autofill once you select a construction phase (drop down menu). Not all construction phases will be applicable to your project, use only those that apply.
-If additional detail is necessary, put a note in the comments column.
-Continuing on the same row, enter an x or gray-out a cell for the month(s) that the construction phase is expected to occur in.
-If another row is needed, you must "copy" and "Insert Copied Cells" to keep the formulas in place. Rows can be deleted without issue.

See Planning Example tab for guidance and contact the Recreation Grants Administrator if further assistance is needed.

x X in here for a planning report	X in here for an annual report	Date Submitted

PROJECT NAME	
LOCATION	NPS PROJECT ID

START DATE (MM-DD-YY)	END DATE (MM-DD-YY)	MILESTONES	CONSTRUCTION PHASES	COMMENTS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
					YEAR 1												YEAR 2												YEAR 3											COMPLETE
				Calendar Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
				Month in Grant Cycle																																				
07/01/27		Prep	Pre-Bid Work														X	X	X																					
07/01/27		Prep	Bid-Document Prep														X	X	X																					
09/30/27		Prep	Bid-Award Period																	X	X	X																		
09/30/27		Purch	Equipment Purchases																	X	X	X																		
01/01/28		Purch	Equipment Manuf and Ship																				X	X	X															
03/01/28		Site	Demolition																						X	X														
12/01/28		N/A	Season Break																					X	X	X	X													
04/01/28		Site	Site Prep/Grading Work																									X	X											
04/01/28		Constr	Concrete/Surfacing																									X	X	X	X									
06/01/28		Install	Equipment Install																											X	X	X								
06/01/28		Install	Utility (MEP) Fixture Install																											X	X									
07/01/28		Install	Landscaping																										X	X										
07/01/28		Install	Signage																										X	X										
07/01/28		Close	Punch-list																										X	X										
08/01/28		Close	Final Sign-Off																											X										

Allow approx 45 days for Closeout

GRANT CLOSED

City of La Vista
Mayor and City Council Report
September 15, 2026 Agenda

Item: E

Subject:	Type:	Submitted By:
Resolution No. 26-086 - Approve Agreement Land Water Conservation Fund Camenzind Park Renovation	Resolution	Courtney Ruffcorn, Grant Writer/Purchasing Specialist

Synopsis
This agreement outlines the terms and purpose for the Land Water Conservation Project grant award. The attached agreement outlines the statement of work. "Nebraska Game and Parks Commission will pass through a subaward to the subrecipient, City of La Vista, to improve Ardmore Park. This project will demolish playground equipment, a picnic shelter, and mulch; renovate a picnic shelter, a playground, and playground surfacing; and install trash cans, solar lighting, and picnic tables with benches."

The period of performance for this award is from the date of approval and execution of this agreement to October 31, 2029. The total approved budget is $350,310.00. Our reimbursement award amount is $175,155.00. Our local cost share portion is a matching $175,155.00.

Fiscal Impact
Our $175,155.00 cost share and reimbursement will occur in FY27 as scheduled in the CIP

Recommendation
Approve

Background
This was a grant that was applied for in October of 2025. We received an anticipated award early 2026 for the renovation of Ardmore Park and Camenzind Park. The two parks were separated into two separate agreements. Grant Writer Courtney Ruffcorn will maintain performance and financial reporting in cooperation with Parks Superintendent Jason Allen. This is a reimbursement grant.

Attachments
1. Resolution - Approve Grant Agreement for Camenzind Park
2. 31-01128_LaVista_CamenzindReno_NGPCAgreementunsigned
3. Milestones Planning_CoLV Camenzind

RESOLUTION NO. 26-086

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AGREEMENT WITH THE NEBRASKA GAME AND PARKS LAND AND WATER CONSERVATION FUND PROGRAM FOR GRANT FUNDING FOR CAMENZIND PARK IN AN AMOUNT NOT TO EXCEED $175,155.

WHEREAS, the City of La Vista, Nebraska ("the City") applied for federal assistance from the Land and Water Conservation Fund program for the purpose of improvements at Camenzind Park; and

WHEREAS, the City received notice of award in the amount of $175,155; and

WHEREAS, the total project cost is $350,310 and requires a City match of $175,155; and

WHEREAS, the City has budgeted its stated match of the proposed total project funds and will allocate these funds toward this project; and

WHEREAS, the City of La Vista has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner; and

WHEREAS, the City of La Vista will not discriminate against any person on the basis or race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17; and

WHEREAS, the City of La Vista agrees that no property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location; and ; and

WHEREAS, the City of La Vista will replace the land in the event of a conversion in use in accordance with Section 6(f)93) of the Land and Water Conservation Fund Act of 1965, as amended; and

WHEREAS, the City of La Vista agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of La Vista, Nebraska, that the Mayor be authorized to sign the grant agreement with the Nebraska Game and Parks Land and Water Conservation Fund program for funding assistance in the amount of $175,155 for park improvements at Camenzind Park.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026.

CITY OF LA VISTA

____
Douglas Kindig, Mayor

ATTEST:

____
Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\26 FINAL RESOLUTIONS\26. Approve Grant Agreement for Camenzind Park 09.15.2026.docx

STATE OF NEBRASKA
GAME AND PARKS COMMISSION
LAND AND WATER CONSERVATION FUND
NOTICE OF AWARD AND AGREEMENT

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

Grant Number: 31-01128

Title of Project: La Vista, Camenzind Park Renovation

Federal Award: P26AP01378

Project Sponsor and Address: City of La Vista
8116 Park View Blvd, La Vista, NE 68128

Project Sponsor Contact: Courtney Ruffcorn, 402-331-4343, cruffcorn@cityoflavista.org

Project Period of Performance:

From: 8/15/2026 **Through:** 8/15/2029

Total Approved Budget: $ 350,310.00

Federal Share (LWCF): $ 175,155.00

Non-Federal Share: $ 175,155.00

Required Percentage Non-Federal Cost-Share: 50%

Performance and Financial Reporting Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	11/01/2027
10/01/2027	09/30/2028	Annual	11/01/2028
08/15/2026	08/15/2029	Final	11/16/2029

Award Attachments

- Grant Agreement
- Project Budget
- Categorical Exclusion (or other NEPA document)

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I. LEGAL AUTHORITY

Nebraska Game and Parks Commission (Game and Parks) enters into this Agreement pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (Public Law (P.L.) 88-578; 54 U.S.C. § 2003 *et seq.*)

Expanding Public Lands Outdoor Recreation Experiences (EXPLORE) Act of 2025, as amended (P.L. 118234; 16 U.S.C. § 8401 *et seq.*)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.

B. Project Objectives – This outdoor recreation grant will improve community well-being by maximizing recreational investments, expanding opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

Nebraska Game and Parks Commission will pass through a subaward to the subrecipient, City of La Vista, to improve Camenzind Park. This project will demolish a picnic shelter, playground, and mulch; renovate a picnic shelter, playground, and playground surfacing; construct concrete sidewalks; and install solar lighting, trash cans, and picnic tables with benches.

V. RESPONSIBILITIES OF THE PARTIES

A. The Project Sponsor agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Project Sponsor shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the Land and Water Conservation Fund (LWCF) State Assistance Program Manual (v. 2026, May 1, 2026).

3. Ensure compliance with the requirements of 2 C.F.R. § 200

4. Ensure the selection of qualified subcontractors and submit documentation to Game and Parks showing competitive selection or justification for single source procurement in accordance with 2 C.F.R. § 200.318 – 200.327 and the State of Nebraska procurement standards.

5. Verify actual project expenses and match contributions before submitting requests for reimbursement to Game and Parks.

6. Submit annual and final performance and financial reports in accordance with Article IX.

7. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) and that an acknowledgement sign has been installed at the park/site by the time of grant closing in accordance with the LWCF Manual.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. Cost sharing or matching contributions must meet the requirements of 2 CFR §200.306, including that contributions are verifiable, necessary, reasonable, and allowable. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

VII. PRE-AWARD COSTS

The Project Sponsor is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

A. Game and Parks will provide funding to the Project Sponsor in an amount not to exceed $175,155.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made by partial or full reimbursement through the Nebraska state payment system after Game and Parks receives the requested funds from the Department of Treasury's Automated Standard Application for Payments (ASAP) system as requested.

2. **Requesting Partial Reimbursement**. Requests for a one-time partial reimbursement may be allowed. The request must be emailed to Game and Parks. Project Sponsor must provide supporting documentation, complete required forms and provide proof of progress on the project.

3. **Requesting Full and/or Final Reimbursement**. Requests for full and/or final reimbursements must be submitted via email to Game and Parks. Project Sponsor must provide supporting documentation, complete required forms, and proof of progress on the project.

4. The request must be limited to the amount of disbursements made for the Federal share and match of direct project costs incurred during that billing period.

5. **Bank Accounts**. All reimbursement payments are made through electronic funds transfer to the bank account identified in the Nebraska state payment system.

6. **Supporting Documents**. Supporting documentation is required for all reimbursements requests. Supporting documents include invoices, proof of payments, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from Game and Parks and NPS. The Project Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by Game and Parks based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Project Sponsor must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

A. Refer to the first page of the Agreement for performance and financial reporting frequency and due dates. Reports must be submitted to Game and Parks by email or grant portal depending on preference stated in the email reminder.

B. A final Performance Report and a final FFR will be due 60 days after the end date of the Term of Agreement. If the Recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.

C. Game and Parks, the Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 C.F.R. § 200.334 - Record retention requirements.

D. Refer to Game and Parks Close Out Requirement form for the documentation required to close out an LWCF grant.

X. AWARD SPECIFIC TERMS AND CONDITIONS

A. Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means Nebraska Game and Parks Commission Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State.

E. The term “Project Sponsor” or “Recipient” as used herein mean the political subdivision or other public agency to which funds are subawarded pursuant to this agreement.

F. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

G. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, v. 2026 (May 1, 2026).

H. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

B. Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the local outdoor recreation funds.

A. The Project Sponsor agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the grant agreement.

B. The Project Sponsor agrees that the property described in the grant agreement and depicted on the signed and dated approved LWCF Boundary Map is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the State and the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The State and the Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. § 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

   Prior to the completion of this project, the Project Sponsor, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated LWCF Boundary Map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

   In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the Project Sponsor agrees to notify the State of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the State and NPS.

C. The Project Sponsor agrees that the benefit to be derived by the United States from the full compliance by the Project Sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The Project Sponsor agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

   The Project Sponsor further agrees, therefore, that the appropriate remedy in the event of a breach by the Project Sponsor of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The Project Sponsor agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

E. Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the Project Sponsor for the beneficiaries of the program under which the property was acquired or improved. As a result, the Project Sponsor agrees that the area depicted or otherwise described on the 200305(f)(3) LWCF Boundary Map must be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located (2 C.F.R. § 200.316), to the effect that the property described and shown in the scope of the grant agreement and the signed and dated LWCF Boundary Map has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the State and the Secretary as described in Part II.B above.

F. The Project Sponsor must maintain documentation of the recordation specified in Part II. E. above and report regularly to the State on the status of the Federal interest in the Property.

G. Nondiscrimination

   1. By signing the LWCF agreement, the Project Sponsor certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

   2. The Project Sponsor shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

C. Part III - Project Assurances

A. Project Application

   1. The Application for Federal Assistance bearing the same project number as the Grant

Agreement and associated documents is by this reference made a part of the agreement. The State possesses legal authority to apply for the grant, and the Project Sponsor has the authority to finance and construct the proposed facilities. A resolution, motion, or similar action by the Project Sponsor has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

2. The Project Sponsor has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder. The exception (atypical) may be those funds reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

2. The Project Sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

3. The Project Sponsor will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the State and NPS may require.

4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the Project Sponsor shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.

5. As referenced in the DOI Standard Terms and Conditions, the Project Sponsor will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

6. The Project Sponsor will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.

7. The Project Sponsor will assist the State and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to

procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes:
(1) initiating the process through consultation with the State Historic Preservation Officer, federally recognized Indian tribes, and others on the undertaking, as necessary under 36 C.F.R. Part 800.4, by
(2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties,
(3) assessing the effects of the undertaking upon such properties, if present, and
(4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking, the Project Sponsor and State in coordination with NPS shall consult per provisions of 36 C.F.R. § 800.13.

8. The Project Sponsor will assist the State and National Park Service (NPS) in meeting the requirements of the National Environmental Policy Act of 1969 as amended (42 U.S.C. § 4321 *et seq.*), the Department of the Interior's NEPA regulations (43 C.F.R. part 46), and the Department of the Interior's NEPA procedures in 516 Departmental Manual 1. The Project Sponsor will also follow any NPS Land and Water Conservation Fund (LWCF) program policies that apply to NEPA compliance.

   This assistance includes providing information needed for the State and NPS to consider reasonably foreseeable environmental effects of grant-supported activities. The State will provide the NPS with either a description of potential environmental impacts or documentation demonstrating that no such impacts are expected.

   When a project includes grant-assisted development or other ground-disturbing activities, the Project Sponsor and State must submit an application with information sufficient for NPS to determine the appropriate NEPA pathway.

   If a categorical exclusion applies, NPS will identify the appropriate categorical exclusion under 43 C.F.R. part 46 and part 516 of the Departmental Manual. Executive Order 14154, "Unleashing American Energy" (Jan. 20, 2025), and the Presidential Memorandum "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" (Jan. 21, 2025), will be applied consistent with NEPA requirements.

9. For any insurable improvement located within a Federal Emergency Management Agency designated Special Flood Hazard Area, the Project Sponsor is required to obtain and maintain flood insurance consistent with the Flood Disaster Protection Act of 1973 and applicable federal requirements. The Project Sponsor is responsible for ensuring continuous insurance coverage for the useful life of any such improvement supported by LWCF assistance. By accepting this award, the Project Sponsor affirms compliance with all applicable flood insurance requirements and acknowledges that failure to maintain required coverage may result in enforcement actions consistent with federal law and this agreement. No documentation is required to be submitted to the NPS unless specifically requested for audit or compliance purposes.

C. Project Termination

1. The Project Sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Project Sponsor only by mutual agreement with the State.

2. The State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The project sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.

2. Within 60 calendar days after completion of the project or the Expiration Date of the period of performance, whichever comes first, the Project Sponsor must submit all required documentation as outlined in the Game and Parks Close Out Requirement form. The State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.

3. The State and the NPS retain the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

D. Part IV – Award Specific Conditions

A. National Environmental Policy Act

Project Sponsor must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 C.F.R. Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. National Historic Preservation Act

Project Sponsor must comply with the requirements of the National Historic Preservation Act of 1966, Pub. L. No. 89-665 (codified as amended at 54 U.S.C. § 300101 *et seq.*) (NHPA), including Section 106 (54 U.S.C. § 306108) and Section 110 (54 U.S.C. § 306101), as applicable. Compliance must be carried out in accordance with the regulations of the Advisory Council on Historic Preservation (36 C.F.R. Part 800), the Department of the Interior's implementing policies and procedures (including 519 DM 1), and any applicable programmatic agreements or alternative procedures approved under emergency or expedited review authorities.

Project Sponsor must also adhere to the Department of the Interior's Secretary's Order 3389, which directs the integration of NHPA Section 106 reviews with National Environmental Policy Act (NEPA) processes to the maximum extent practicable.

C. NEPA/NHPA Determination Complete

The National Park Service (NPS) has completed its review under NEPA (42 U.S.C. § 4321 *et seq.*), the Department of the Interior regulations at 43 C.F.R. Part 46, and NHPA (54 U.S.C. § 300101 *et seq.*) with implementing regulations at 36 C.F.R. Part 800, and has issued a final NEPA/NHPA determination for this project. The Project Sponsor must carry out all approved project activities in accordance with the mitigation, restrictions, conditions, protections, and monitoring measures required by that determination, including those listed below. If the project work, design, sequence, location, timing, or site conditions change in a way that differs from what NPS evaluated, the Project Sponsor must notify the State, who in turn will notify its assigned LWCF Program Officer before continuing so NPS can determine whether supplemental review is required. To meet this condition, the Project Sponsor must provide documentation of the change to the State and its assigned LWCF Program Officer for NPS review and acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met.

D. Other Award Specific Terms and Conditions

1. The Project Sponsor must report on the status, progress, and performance of all Award Specific Terms and Conditions including, but not limited to, those contained in Article XI, Part IV, Section D or otherwise incorporated by amendment. Each required performance report must identify the actions taken to address each condition, the documentation submitted or pending submission, whether the condition has been met in full, and any outstanding issues or delays affecting compliance. The Project Sponsor must submit this information through the Grant Portal (Fluxx) as part of each required performance report. The State and NPS will review condition performance during each reporting cycle, including final closeout.

2. The Project Sponsor must not cut down trees during prime MBTA-listed bird nesting season (April 1 to July 15), to support compliance with NEPA/NHPA. The Project Sponsor must maintain documentation of compliance and make it available to the State and NPS upon request.

3. Prior to final reimbursement under this agreement, the Project Sponsor must agree to a signed and dated LWCF Boundary Map provided by the State that meets all

requirements of the LWCF Manual including identification of the LWCF-encumbered area and all easements, rights of way, reversionary interests, and less-than-fee property rights. To meet this condition, the State will submit the LWCF Boundary Map to its assigned LWCF Program Officer for NPS review and acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met. Until written approval is issued, NPS will retain final reimbursement.

4. The Project Sponsor must file a Notice of Land Use Restriction (or Notice of Grant Agreement) with the existing deed that includes the grant number, the agreed upon LWCF Boundary Map, and a statement that the property has been acquired or developed with Land and Water Conservation Fund assistance and cannot be converted to other than public outdoor recreation use without the written approval of the State and the Secretary of the Interior.

XI. STANDARD TERMS AND CONDITIONS

A. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 C.F.R. § 200, 2 C.F.R. § 1402

Project Sponsor must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. APPROVED INDIRECT RATE

If there are any indirect costs (atypical), they must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment.

C. RESERVED

D. KEY OFFICIALS

(i) Communications - The Project Sponsor shall address any communication regarding this Agreement to the ASLO or SLO at the time of the agreement.

(ii) As of the issuance of this agreement, the contact is:
Shari Sorenson, Recreation Grants Administrator, Nebraska Game and Parks Commission

E. PRIOR APPROVAL

The Project Sponsor shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

F. PROPERTY UTILIZATION

Not Applicable

G. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

(i) This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the State, the Financial Assistance Awarding Officer and the authorized representative of Project Sponsor.

(ii) Additional conditions may be imposed by the State and NPS if it is determined that the Project Sponsor is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 C.F.R. § 200.339.

(iii)This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 C.F.R. §§ 200.340 through 200.343

(iv)Project Closeout

a. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.

b. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.

c. The State and the NPS retain the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

H. REPORTING OF MATTERS RELATED TO PROJECT SPONSOR INTEGRITY AND PERFORMANCE

(a) ***General Reporting Requirement.***
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the

information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) ***Proceedings About Which You Must Report.***

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and.

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) ***Reporting Procedures.***

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) ***Reporting Frequency.*** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) ***Definitions.*** For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

I. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

1. If the Project Sponsor uses Federal funds under this Agreement to purchase or operate an Unmanned Aircraft System (UAS), or operates a UAS in connection with this Agreement on lands managed by the Department of the Interior (DOI) or the National Park Service (NPS), the Project Sponsor must comply with:
   a. All applicable Federal laws, regulations, and Government-wide policies governing UAS operations, including, but not limited to, Federal Aviation Administration (FAA) requirements and Office of Management and Budget (OMB) requirements; and
   b. DOI and NPS policies on UAS use, as published or amended during the term of this Agreement.

2. The Project Sponsor is prohibited from using Federal funding awarded under this Agreement to procure a covered UAS that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a drone or UAS pursuant to

3. Sec. 1825 of the American Security Drone Act of 2023 (P.L. 118-31).

J. PATENTS AND INVENTIONS (37 C.F.R. § 401)
In this section, if applicable, Recipient refers to Project Sponsors. Any communication to NPS will be routed through the State office for LWCF.

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 C.F.R. § 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 C.F.R. § 401.3(a), the provision at 37 C.F.R. § 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. § 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. § 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 C.F.R. § 121.3-8 and 13 C.F.R. § 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. § 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. § 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipients may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. § 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the NPS within two months after the inventor discloses it in writing to Recipients personnel responsible for patent matters. The disclosure to the State shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to

the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or

opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 C.F.R. part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 C.F.R. part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that

the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. § 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 C.F.R. § 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 C.F.R. § 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any

plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

K. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

L. THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
The Recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance. The Recipient must ensure that no qualified individual with a disability is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted under this agreement. The Recipient shall provide reasonable accommodation and access to individuals with disabilities as required by applicable law.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)
While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

M. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

N. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

O. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

P. AGENCY

The Project Sponsor is not an agent or representative of the State, the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Project Sponsor and the State and will not act on behalf of the Project Sponsor.

Q. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Project Sponsor, the State or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

R. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between the State, NPS and Project Sponsor or its representatives. No representative of Project Sponsor shall perform any function or make any decision properly reserved by law or policy to the State or the Federal government.

T. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only the Project Sponsor, the State and NPS. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

U. PROGRAM INCOME

If the Project Sponsor earns program income, as defined in 2 C.F.R. § 200.1, during the period of performance of this agreement, to the extent available the Project Sponsor must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 C.F.R. § 200.305 (5)). As allowed under 2 C.F.R. § 200.307, program income may be added to the Federal award by the Federal agency and Project Sponsor. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

V. RIGHTS IN DATA

The Project Sponsor must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Project Sponsor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

The State reserves the right to use photographs obtained during site visits and grand opening ceremonies for instruction and promotion of the LWCF program.

W. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 C.F.R. § 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed Project Sponsor, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that Project Sponsor or in development of the requirement leading to the funding announcement.

3. No actual or prospective Project Sponsor may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 C.F.R. § 200.112, Conflicts of interest.

(d) Project Sponsor must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Project Sponsor is responsible for notifying the State in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 C.F.R. Part 18 and 31 U.S.C. § 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 C.F.R. § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 C.F.R. Part 180).

X. BUILD AMERICA, BUY AMERICA

Pursuant to 2 C.F.R. Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Project Sponsor must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America I OMB I The White House.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers I U.S. Department of the Interior.

When necessary, Project Sponsor may apply through the State for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the State who in turn will submit to Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the State who will in turn direct them to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Y. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Project Sponsor must comply with all applicable Presidential Executive Orders (EO) found at: https://www.whitehouse.gov/presidential-actions/ and all applicable DOI Secretary's Orders (SO) found at: https://www.doi.gov/document-library/secretary-order that are in effect at the time of award, or that may take effect during the period of performance of the award. By accepting this award, the Project Sponsor certifies awareness and compliance with all current and applicable executive and secretary orders, including the President's EO on *Ending Radical and Wasteful Government DEl Programs and Preferencing* as well as the EO and SO on *Restoring Truth and Sanity to American History*.

Project Sponsor are responsible for ensuring their activities are consistent with the intent and requirements of these directives.

XII. SIGNATURES

The Project Sponsor is required to sign the Agreement as acceptance of the terms.

As representative for the Project Sponsor for this Agreement, I acknowledge receipt of the Agreement and concurrence with the grant terms.

Signature

Name (Printed)

Title

Date

XII ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A: PROJECT BUDGET
Attachment B: CATEGORICAL EXCLUSION

LWCF DETAILED PROJECT BUDGET

Project: 31-01128 La Vista, Comenzind Park Renovation **Location:** Camenzind Park, City of La Vista,Nebraska

As of 06.10.26

Item and Cost						Federal Line Classification									Funding Split	
						Line 1	Line 2	Line 4	Line 6	Line 7	Line 8	Line 9	Line 10	Line 11	50%	50%
Area	Description	Units	Price per Unit	Sub-Total	Total Cost by Line Item	Administrative and Legal Expenses	Land for Acquisitions	Architectural and Engineering Fees	Project Inspection Fees	Site Work	Demolition and Removal	Construction	Equipment (items valued $10,000 or more)	Miscellaneous (items valued under $10,000)	LWCF Grant Funds	Project Sponsor Match
Camenzind Park																
	Removal of playground equipment, picnic shelter, and mulch (in-kind)	80	$25	$2,000	$ 2,000						$ 2,000				$ 1,000.00	$ 1,000.00
	Concrete sidewalks	1	$5,000	$5,000	$ 5,000							$ 5,000			$ 2,500.00	$ 2,500.00
	Picnic shelter	1	$47,000	$47,000	$ 47,000							$ 47,000			$ 23,500.00	$ 23,500.00
	Cement pad for shelter	1	$6,000	$6,000	$ 6,000							$ 6,000			$ 3,000.00	$ 3,000.00
	Playground equipment, shipping, and install	1	$160,710	$160,710	$ 160,710							$ 160,710			$ 80,355.00	$ 80,355.00
	Ground excavation and site restoration	1	$2,500	$2,500	$ 2,500					$ 2,500					$ 1,250.00	$ 1,250.00
	Playground poured-in-place surface and concrete border	1	$116,500	$116,500	$ 116,500							$ 116,500			$ 58,250.00	$ 58,250.00
	Solar lighting	1	$3,000	$3,000	$ 3,000									$ 3,000	$ 1,500.00	$ 1,500.00
	Trash cans	4	$400	$1,600	$ 1,600									$ 1,600	$ 800.00	$ 800.00
	Picnic tables with benches	6	$1,000	$6,000	$ 6,000									$ 6,000	$ 3,000.00	$ 3,000.00
				TOTAL PROJECT COST	$ 350,310									Split Total	$ 175,155.00	$ 175,155.00
				Federal Line Classification Subtotal		$ -		$ -	$ -	$ 2,500.00	$ 2,000.00	$ 335,210.00	$ -	$ 10,600.00	Classification Total for crosscheck	$ 350,310.00

MATCH DETAILS

Match Type	Source	Amount
Cash	City of La Vista, NE	$173,155.00
In-Kind	Park Staff labor for demolition	$2,000.00
	Match Total	$175,155.00

LWCF

National Park Service
U.S. Department of the Interior
State and Local Assistance Programs

31-01128 La Vista, Camenzind Park Renovation La Vista, Sarpy County, NE

Proposed Federal Action

Approval of Land and Water Conservation Fund (LWCF) grant number 31-01128 La Vista, Camenzind Park Renovation. The project statement of work is as follows: The recipient, Nebraska Game and Parks Commission, will pass through a subaward to the subrecipient, City of La Vista, to improve Camenzind Park. This project will demolish a picnic shelter, playground, and mulch; renovate a picnic shelter, playground, and playground surfacing; construct concrete sidewalks; and install solar lighting, trash cans, and picnic tables with benches.

Categorical Exclusion

This grant has been environmentally certified F(5) which states: "Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:
a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
b. introduce motorized recreation vehicles;
c. introduce active recreation pursuits into a passive recreation area;
d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or
e. add or alter access to the park from the surrounding area."

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum.

Keilah Spann 06/01/2026

Keilah Spann Date
Supervisory Compliance Officer
Land and Water Conservation Fund Program
National Park Service - Interior Region 2
Atlanta, Georgia 30303

LWCF DEVELOPMENT/RENOVATION PROJECT

MILESTONES AND MEASURES FORM

Planning Document

NEBRASKA
– GAME PARKS –
SSorenson Version VII 2.19.2026

Instructions: Use the worksheet to estimate the start and ending of your construction phases.

-Yellow highlighted cells are for text you fill in. Construction Phases column (green highlighted cells) is a drop down menu. The Milestone column will auto-populate based on the what is selected in the Construction Phasedrop-down selection .
-Enter the date you are submitting the document, project name, location and NPS Project ID.
-Starting with Row 14, enter the start date for the first construction phase. (End dates will remain empty at this time).
-The Milestones column will autofill once you select a construction phase (drop down menu). Not all construction phases will be applicable to your project, use only those that apply.
-If additional detail is necessary, put a note in the comments column.
-Continuing on the same row, enter an x or gray-out a cell for the month(s) that the construction phase is expected to occur in.
-If another row is needed, you must "copy" and "Insert Copied Cells" to keep the formulas in place. Rows can be deleted without issue.

See Planning Example tab for guidance and contact the Recreation Grants Administrator if further assistance is needed.

x X in here for a planning report | X in here for an annual report | Date Submitted

PROJECT NAME	
LOCATION	NPS PROJECT ID

					YEAR 1												YEAR 2												YEAR 3											COMPLETE
				Calendar Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
				Month in Grant Cycle	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
START DATE (MM-DD-YY)	END DATE (MM-DD-YY)	MILESTONES	CONSTRUCTION PHASES	COMMENTS																																				
07/01/26		Prep	Pre-Bid Work		X	X	X																																	
07/01/26		Prep	Bid-Document Prep		X	X	X																																	
10/01/26		Prep	Bid-Award Period					X	X	X																														
10/01/26		Purch	Equipment Purchases					X	X	X																														
01/01/27		Purch	Equipment Manuf and Ship								X	X	X																											
03/01/27		Site	Demolition										X	X																										
12/01/26		N/A	Season Break							X	X	X	X																											
04/01/27		Site	Site Prep/Grading Work											X	X																									
04/01/27		Constr	Concrete/Surfacing											X	X	X	X																							
06/01/27		Install	Equipment Install													X	X	X																						
06/01/27		Install	Utility (MEP) Fixture Install													X	X																							
07/01/27		Install	Landscaping														X	X																						
07/01/27		Install	Signage														X	X																						
07/01/27		Close	Punch-list														X	X																						
08/01/27		Close	Final Sign-Off															X																						
07/01/26			Grant Paperwork		X												X	X	X																					

Allow approx 45 days for Closeout

GRANT CLOSED

City of La Vista
Mayor and City Council Report
September 15, 2026 Agenda

Item: F

Subject:	Type:	Submitted By:
Resolution No. 26-087 - Authorize Purchase - Replace In-Ground Hoist	Resolution	Brady Small, Street Superintendent

Synopsis
A resolution has been prepared authorizing payment for the emergency purchase of six (6) Column Lifts and four (4) support stands from Snap-On Industrial, Crystal Lake, Illinois for an amount not to exceed $82,146.18.

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

Recommendation
A motion to approve the resolution authorizing the emergency purchase of six portable column lifts and four support stands for the Public Works Fleet Division.

Background
The six column lifts will replace the in-ground lift that has been removed as a safety precaution. The in-ground lift was installed in 1993 when the building was built. This spring it failed inspections and, despite multiple attempts to fix it, the parts were not available. These lifts are mobile, which allow the mechanics to move them throughout the shop with the ability to lift heavy equipment and perform repairs to our dump trucks down to pickups.

Attachments
1. Resolution - Authorize Purchase - Column Lifts & Support Stands
2. Mobile Lift Quotes

RESOLUTION NO. 26-087

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF SIX (6) COLUMN LIFTS AND (4) SUPPORT STANDS FROM SNAP-ON INDUSTRIAL, CRYSTAL LAKE, ILLINOIS IN AN AMOUNT NOT TO EXCEED $82,146.18.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of (6) Column Lifts and (4) Support Stands are necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of (6) Column Lifts and (4) Support Stands Crystal Lake, Illinois in an amount not to exceed $82,146.18.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026.

CITY OF LA VISTA

____
Douglas Kindig, Mayor

ATTEST:

____
Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\26 FINAL RESOLUTIONS\26. Authorize Purchase - Column Lifts & Support Stands 09.15.2026.Doc

Date: 8/24/2026

Customer Number: NE1307

Customer Name: City of LaVista

Quote Valid for ___30 days.

Re: Price Quote

Tool & Equipment #: MCHW618U100 -Mobile Columns and #806J69

Tool & Equipment Manufacturer: Rotary / American Forge &Foundry

Tool & Equipment Description: 18,000 Mobile Lifts

Quantity: 6- Mobile Column lifts and 6- 10 ton floor jacks

Price Quote: $82,099.99

Freight Charges: included

Thank You,

Tim Collins – Territory Sales Manager
Factory Motor Parts
402-968-2369
t.collins@fmpco.com

Snap-on INDUSTRIAL

Quote

Submit to Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number	IMP-001658837
Quote Date	8/26/2026
Quote Expiration Date	-
Customer Name	LA VISTA, CITY OF PUBLIC WORKS
Customer BP	201655686
Contact Information:	
Name	Brady Small
E-mail	bsmall@cityoflavista.org
Phone Number	402-331-8927 ext 212
Sales Rep	SCHWORER, STEVE
Mobile #	402-661-4526
E-mail Address	Steve.Schworer@snapon.com

Ship Via	1 - UPS GROUND
Payment Terms	P30 - NET 30 DAYS
Ship to	201655686 LA VISTA, CITY OF PUBLIC WORKS 9900 PORTAL ROAD LA VISTA NE 68128
Bill to	201655685 DO NOT MAIL 8116 PARK VIEW BLVD accountspayable@cityoflavista. LA VISTA NE 68128

Line Number	Part Number	Description	Quantity	List Price	Unit Net Price	Line Total
1	chg1460668712r1	(6) CLHM-190 / (4) CLHM-10-THF	1	$83,646.18	$82,146.18	$82,146.18

Notes: (6) CLHM-190 mobile column lifts (4) CLHM-10-THF medium support stands QUOTE EXPIRATION 10/10/26

Total Weight	8,000.00 lbs
Sub Total	$82,146.18
Shipping	$0.00
Tax	$0.00
Grand Total	$82,146.18

Quote Notes: QUOTE EXPIRATION 10/10/26

Tax and freight shown are estimates.
Applicable tax and freight will be charged to the Customer's account.
The sale of product is subject to Snap-on Industrial's standard terms and conditions ofsale. Placement ofan order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms, which may be contained in any Customer forms or other documents. No such additionalterms will be of any force or effect.
Custom tool kits, tool designs and prints that have been approved and ordered cannot be canceled or refunded.
The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing throughSnap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.
*Please provide vendor and pricing information to customer service on this part number.

ESTIMATE

D & E Equipment Solutions, Inc.
2104 200th Street
Bronson, IA 51007

admin@deequip.com
+1 (515) 633-7645

Bill to
City of La Vista Public Works
9900 Portal Rd
La Vista, Nebraska 68128

Ship to
City of La Vista Public Works
9900 Portal Rd
La Vista, Nebraska 68128

Estimate details
Estimate no.: 1288
Estimate date: 08/14/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	**CLHM-190**		19,000 lbs. capacity (per column) Mobile column lift - Battery powered, wireless, adjustable carriage assembly accommodates wheel diameters from 5 in. to 24.5 in. (sold separately, max of 8)	6	$12,914.46	$77,486.76
2.	**Norco 81210**	10 Ton Capacity High Height Jack Stands (Pair)	Pin type support column adjusts to multiple height positions. See specification chart. Pins chamfered for easier insertion into positioning holes. Adjustment pin is secured to stand to prevent loss. Four legged base made of heavy schedule 2" diameter pipe for added stability. Large support saddle with locating lugs position and center load. DIMENSIONS: Low Height 28" High Height 47" Height Intervals 10 x 2" Base Size 16" x 16" Saddle Size 3" x 5" Shipping Weight 106 lbs.	4	$750.00	$3,000.00
3.	**Freight**		Freight (Estimated)	1	$1,000.00	$1,000.00

Total **$81,486.76**

Accepted date

Accepted by

DANIELSON TECH SUPPLY

Danielson / Tech Supply, Inc. • 10322 Sapp Bros. Drive • Omaha, NE • (402) 896-3200 • (800) 237-9087

August 13, 2026

Bill To:
City of LaVista
9900 Portal Road
LaVista, Ne. 68128

Ship To:
City of LaVista
9900 Portal Road
LaVista, Ne. 68128

Attention: Bradey
bsmall@cityoflavista.org
QUOTE

Qty	Item	Description	Unit Price	Line Total
1	MCHA419U100BK	Rotary 18,800lb Per Column, Flex Max, Portable Lifting System. (Set of 4) 75,200lbs Total		$50,469.88
4	RS2052SYYL	Rotary 20,000lb, Screw-Type Adjustable, Portable, Jack Stand	$1,100.00	$4,400.00
1	MCHA219U100BK	Rotary 18,800lb Per Column, Flex Max, Portable Lifting System (Set of 2) 37,600lbs Total		$25,739.47
1	Misc	Set-up & Training		$1,650.00
		Subtotal		$82,259.35
		(Estimated)Freight		$5,500.00
		Sales Tax		
		Total		$87,759.35

Accepted By: ______________________________ Date: ______________________

Proposed By: Mike Hopkins Date: 08/13/2026

Thank you for your business!

City of La Vista
Mayor and City Council Report
September 15, 2026 Agenda

Item: G

Subject:	Type:	Submitted By:
Resolution No. 26-088 - Authorize Arbitrage Payment to the US Treasury Department	Resolution	Meg Harris, Finance Director

Synopsis
A resolution authorizing payment of $278,705.52 for an arbitrage rebate to the US Treasury Department. As a result of interest earned in excess of the IRS allowable amount on a City issued bond.

Fiscal Impact
Payment of $278,705.52 of earned interest to the IRS, reducing the interest earned in FY26.

Recommendation
Motion for approval of the payment of $278,705.52 to the US Treasury Department.

Background
On August 30th, 2023, the City issued a bond for $11,500,000. The IRS set the dollar amount of interest that the City could earn on that money at $726,650.84. The City invested the funds with NPAIT and earned $1,011,952.75 in interest. As a result, the amount above the IRS allowed amount, $278,705.52, must be returned to the IRS.

Attachments
1. Resolution - Authorize Arbitrage Payment
2. 8038tExecuted
3. Report 8-1-26

RESOLUTION NO. 26-088

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PAYMENT FOR ARBITRAGE REBATE TO THE US TREASURY DEPARTMENT IN THE AMOUNT OF $278,705.52.

WHEREAS, the City of La Vista ("City") issued a bond for $11,500,000 on August 30, 2023; and

WHEREAS, the Internal Revenue Service ("IRS") set the dollar amount of interest that the City could earn on the bond money at $726,650.84; and

WHEREAS, the City invested the funds with NPAIT and earned $1,011,952.75 in interest on the bond money; and

WHEREAS, the amount over the IRS allowed amount must be returned to the IRS;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the payment of $278,705.52 for an arbitrage rebate to the US Treasury Department.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026.

CITY OF LA VISTA

____
Douglas Kindig, Mayor

ATTEST:

____
Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\26 FINAL RESOLUTIONS\26.088 Authorize Arbitrage Payment 09.15.2026.Docx

Form **8038-T** (Rev. October 2021)

Department of the Treasury Internal Revenue Service

Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate

▶ **Under sections 143(g)(3) and 148(f) and section 103(c)(6)(D) of the Internal Revenue Code of 1954.**

▶ **Go to *www.irs.gov/Form8038T* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name: City of La Vista, Nebraska	2 **Issuer's employer identification number (EIN)**: 47-6050031
3 Number and street (or P.O. box no. if mail is not delivered to street address): 8116 Park View Boulevard — Room/suite:	4 Report number (*For IRS Use Only*): 7
5 City, town, or post office, state, and ZIP code: La Vista, Nebraska 68128	6 Date of issue: August 30, 2023
7 Name of issue: Highway Allocation Fund Pledge Bonds, Series 2023	8 CUSIP number: 505318WY7
9 Name and title of officer of the issuer or other person whom the IRS may call for more information: Meg Harris, Finance Director	10 Telephone number of officer or other person: (402) 331-4343

11 Type of issue ▶ Transportation — Issue price ▶ 11 $12,088,914.10

Part II Arbitrage Rebate and Yield Reduction Payments

			Amount
12	Computation date to which this payment relates (MM/DD/YYYY)	08/01/2026	
13	Arbitrage rebate payment (see instructions) ☐ check box if less than 100% of rebate amount	13	278,705.52
14	Yield reduction payment (see instructions) ☐ check box if less than 100% of yield reduction amount	14	
15	Rebate payment from Qualified Zone Academy Bond (QZAB) defeasance escrow (see instructions)	15	

Part III Penalty in Lieu of Arbitrage Rebate

16	Number of months since date of issue: ☐ 6 mos ☐ 12 mos ☐ 18 mos ☐ 24 mos ☐ Other. No. of mos ▶		
17	Penalty in lieu of rebate	17	
18	Date of termination election (MM/DD/YYYY)		
19	Penalty upon termination	19	

Part IV Late Payments

20	Does failure to pay timely qualify for waiver of penalty? See instructions **Yes** ☐ **No** ☐		
21	Penalty for failure to pay on time (see instructions)	21	
22	Interest on underpayment (see instructions)	22	

Part V Total Payment

23	**Total payment.** Add lines 13, 14, 15, 17, 19, 21, and 22. Enter total here	23	278,705.52

Part VI Miscellaneous

24	Unspent proceeds as of this computation date	24	
25	Proceeds used to redeem bonds	25	
26	Gross proceeds used for qualified administrative costs for guaranteed investment contracts (GICs) and defeasance escrows	26	
27	Fees paid for a qualified guarantee	27	

			Yes	No
28	Is the issue a variable rate issue?	28		✔
29	Did the issuer enter into a hedge? Name of provider ____ Term of hedge ____	29		✔
30	Were gross proceeds invested in a GIC? Name of provider ____ Term of GIC ____	30		✔
31	Were any gross proceeds invested beyond an available temporary period?	31		✔

32 Calculations for filing of this form prepared by: ☐ Issuer ☑ Preparer: The Arbitrage Group, Inc.

Signature and Consent

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative — Date

▶ Kevin Pokorny, Director Adminstrative Services — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Gregory A. Ichel, CPA	[signature]	4/9/26		P01317919

Firm's name ▶ The Arbitrage Group, Inc. — Firm's EIN ▶ 76-0604182

Firm's address ▶ PO Box 82, Hudson, WI 54016 — Phone no. 715.386.8044

For Paperwork Reduction Act Notice, see the separate instructions. Cat. No. 11545Y Form **8038-T** (Rev. 10-2021)

The Arbitrage Group, Inc.

PO Box 82
Hudson, Wisconsin 54016
Telephone 715 386 8044
www.thearbitragegroup.com

September 9, 2026

Jake Goedken
Vice President - Investment Services
PTMA Financial Services
2135 City Gate Lane, 7th Floor
Naperville, IL 60563

$11,500,000
City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023
Installment Rebate Calculation for the Period
August 30, 2023 to August 1, 2026

Dear Mr. Goedken:

Attached please find an electronic copy of our rebate report for the above noted issue along with our agreed-upon invoice. The report indicates there is a rebate liability as of the August 1, 2026 assumed earlier elected Installment Rebate Computation Date. IRS Form 8038-T filing instructions will be separately provided.

Unless you prefer otherwise, we have scheduled the Bonds for a subsequent cumulative update to August 1, 2031. If there are any actual (or anticipated) changes to the Bonds beforehand, please let us know as it may impact the timing and substance of future analyses.

If you have any questions, please do not hesitate to contact either Troy Merrill at (713) 522-8527; tmerrill@thearbitragegroup.com or myself at (715) 386-8044; gichel@thearbitragegroup.com. It has been our pleasure working with your team and we look forward to being of service again in the very near future regarding any other arbitrage rebate compliance or verification service needs.

Very truly yours,
The Arbitrage Group, Inc.

Gregory A. Ichel
Principal

The Arbitrage Group, Inc.

$11,500,000
City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

Rebate Computation for the Period
August 30, 2023 to August 1, 2026

The Arbitrage Group, Inc.

22405 Isle View Drive
Galveston, Texas 77554

Telephone 713 522 8527

www.thearbitragegroup.com

August 21, 2026

PTMA Financial Services
Naperville, Illinois

$11,500,000
City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

The City of La Vista, Nebraska ("Borrower") issued the above referenced bonds ("Bonds") dated and delivered on August 30, 2023. At the request of PTMA Financial Services as engaging party ("PTMA") on behalf of the Borrower, we have performed the procedures enumerated below for the period August 30, 2023 to August 1, 2026 ("Computation Period"). These procedures, which were agreed to by PTMA on behalf of the Borrower were performed solely to assist PTMA and the Borrower in evaluating compliance with the requirements of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended ("Code"). This engagement was performed in accordance with standards established by the American Institute of Certified Public Accountants for consulting services. The sufficiency of these procedures is solely the responsibility of the specified users of the report. This report is intended solely for your information and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. This report is not to be quoted or referred to without our prior written consent.

Our procedures and findings are as follows:

(1) We read the IRS Form 8038-G ("8038"), Federal Tax Certificate ("Certificate"), excerpts from the Official Statement ("OS"), and bank statements, each provided to us by PTMA on behalf of the Borrower.

(2) A schedule of the sources and uses of funds (Exhibit A) was assembled based upon the 8038, Certificate, and bank statements.

(3) Schedules of the debt service requirements of the Bonds to maturity and early redemption, as well as the original issue premium (Exhibits B-1 through B-3) were assembled based on the OS.

(4) The yield on the Bonds was computed to be the discount rate that causes the present value of all principal and interest payments on the Bonds to equal the Issue Price to the Public. The yield on the Bonds to early redemption was computed to be 3.696220% (Exhibit B-1).

(5) A schedule of actual earnings on the nonpurpose investments in the Project Fund purchased with gross proceeds of the Bonds during the Computation Period (Exhibit C) was assembled based on the bank statements.

(6) The allowable earnings amount on the nonpurpose investments in the Project Fund was calculated to be the amount that the nonpurpose investments would have earned if they had been invested at a rate equal to the yield on the Bonds to early redemption of 3.696220% (Exhibit C).

(7) The arbitrage earnings amount during the Computation Period for the Project Fund was calculated to be the difference between the actual earnings and allowable earnings for the nonpurpose investments. The arbitrage earnings amount for the Computation Period is as follows:

Trust Fund	Exhibit	Arbitrage Earnings
Project Fund	C	$285,301.91
Computation Date Credit	D	(6,596.39)
Total Rebate Liability		$278,705.52

(8) The assumptions and computational information employed in the above calculations are explained in Exhibit E.

(9) Based on the information provided to us by PTMA on behalf of the Borrower and the assumptions employed, this report shows there is a rebate liability for the Bonds as of the August 1, 2026 earlier assumed Installment Rebate Computation Date. This amount is subject to change due to future investment activity, if any, subsequent to the end of the Computation Period.

Because the above procedures do not constitute an audit conducted in accordance with generally accepted auditing standards, we do not express an opinion on any of the information referred to above. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The terms of our engagement are such that we have no obligation to update this report because of events and transactions occurring subsequent to the date of this report.

Very truly yours,

The Arbitrage Group, Inc.

Exhibits

A. Sources and Uses of Funds
B. Computation of Yield on the Bonds
    B-1. Debt Service Requirements to Early Redemption and Proof of Yield on the Bonds
    B-2. Debt Service Requirements of the Bonds to Maturity
    B-3. Computation of Original Issue Premium
C. Computation of Arbitrage Earnings on the Project Fund
D. Computation Date Credit
E. Assumptions and Computational Information

Sources and Uses of Funds

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

SOURCES	The Bonds
Principal Amount of the Bonds	$11,500,000.00
Original Issue Premium	588,914.10
	$12,088,914.10

USES	
Project Fund	$11,950,049.10
Costs of Issuance	52,615.00
Underwriter's Discount	86,250.00
	$12,088,914.10

Debt Service Requirements to Early Redemption and Proof of Yield on the Bonds

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

	$2,815,000 Serial Bonds			$1,545,000 Term Bonds @5.000% due 09-15-2033		$3,135,000 Term Bonds @5.000% due 09-15-2038		$4,005,000 Term Bonds @5.000% due 09-15-2043			Present Value of Future Payments at 08/30/23 Using a Rate of 3.696220%
Date	Principal	Coupon Rate	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service Requirements of the Bonds	
03/15/24			$76,239.58		$41,843.75		$84,906.25		$108,468.75	$311,458.33	$305,340.37
09/15/24	$325,000.00	5.000%	70,375.00		38,625.00		78,375.00		100,125.00	612,500.00	589,572.74
03/15/25			62,250.00		38,625.00		78,375.00		100,125.00	279,375.00	264,037.66
09/15/25	365,000.00	5.000%	62,250.00		38,625.00		78,375.00		100,125.00	644,375.00	597,948.86
03/15/26			53,125.00		38,625.00		78,375.00		100,125.00	270,250.00	246,228.37
09/15/26	385,000.00	5.000%	53,125.00		38,625.00		78,375.00		100,125.00	655,250.00	586,173.85
03/15/27			43,500.00		38,625.00		78,375.00		100,125.00	260,625.00	228,919.35
09/15/27	405,000.00	5.000%	43,500.00		38,625.00		78,375.00		100,125.00	665,625.00	574,041.23
03/15/28	1,335,000.00	5.000%	33,375.00	$1,545,000.00	38,625.00	$3,135,000.00	78,375.00	$4,005,000.00	100,125.00	10,270,500.00	8,696,651.67
	$2,815,000.00		$497,739.58	$1,545,000.00	$350,843.75	$3,135,000.00	$711,906.25	$4,005,000.00	$909,468.75	$13,969,958.33	$12,088,914.10

Principal Amount of the Bonds	$11,500,000.00
Original Issue Premium	588,914.10
	$12,088,914.10

NOTE:

Bonds are treated as being called on March 15, 2028 for yield computation purposes.
See Exhibit B-2 for scheduled maturity information.

Debt Service Requirements of the Bonds to Maturity

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

	$2,815,000 Serial Bonds			$1,545,000 Term Bonds @5.000% due 09-15-2033		$3,135,000 Term Bonds @5.000% due 09-15-2038		$4,005,000 Term Bonds @5.000% due 09-15-2043		Debt Service Requirements of the Bonds
Date	Principal	Coupon Rate	Interest	Principal	Interest	Principal	Interest	Principal	Interest	
03/15/24			$76,239.58		$41,843.75		$84,906.25		$108,468.75	$311,458.33
09/15/24	$325,000.00	5.000%	70,375.00		38,625.00		78,375.00		100,125.00	612,500.00
03/15/25			62,250.00		38,625.00		78,375.00		100,125.00	279,375.00
09/15/25	365,000.00	5.000%	62,250.00		38,625.00		78,375.00		100,125.00	644,375.00
03/15/26			53,125.00		38,625.00		78,375.00		100,125.00	270,250.00
09/15/26	385,000.00	5.000%	53,125.00		38,625.00		78,375.00		100,125.00	655,250.00
03/15/27			43,500.00		38,625.00		78,375.00		100,125.00	260,625.00
09/15/27	405,000.00	5.000%	43,500.00		38,625.00		78,375.00		100,125.00	665,625.00
03/15/28			33,375.00		38,625.00		78,375.00		100,125.00	250,500.00
09/15/28	425,000.00	5.000%	33,375.00		38,625.00		78,375.00		100,125.00	675,500.00
03/15/29			22,750.00		38,625.00		78,375.00		100,125.00	239,875.00
09/15/29	445,000.00	5.000%	22,750.00		38,625.00		78,375.00		100,125.00	684,875.00
03/15/30			11,625.00		38,625.00		78,375.00		100,125.00	228,750.00
09/15/30	465,000.00	5.000%	11,625.00		38,625.00		78,375.00		100,125.00	693,750.00
03/15/31					38,625.00		78,375.00		100,125.00	217,125.00
09/15/31				$490,000.00	38,625.00		78,375.00		100,125.00	707,125.00
03/15/32					26,375.00		78,375.00		100,125.00	204,875.00
09/15/32				515,000.00	26,375.00		78,375.00		100,125.00	719,875.00
03/15/33					13,500.00		78,375.00		100,125.00	192,000.00
09/15/33				540,000.00	13,500.00		78,375.00		100,125.00	732,000.00
03/15/34							78,375.00		100,125.00	178,500.00
09/15/34						$570,000.00	78,375.00		100,125.00	748,500.00
03/15/35							64,125.00		100,125.00	164,250.00

Debt Service Requirements of the Bonds to Maturity

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

	$2,815,000 Serial Bonds			$1,545,000 Term Bonds @5.000% due 09-15-2033		$3,135,000 Term Bonds @5.000% due 09-15-2038		$4,005,000 Term Bonds @5.000% due 09-15-2043		Debt Service Requirements of the Bonds
Date	Principal	Coupon Rate	Interest	Principal	Interest	Principal	Interest	Principal	Interest	
09/15/35						595,000.00	64,125.00		100,125.00	759,250.00
03/15/36							49,250.00		100,125.00	149,375.00
09/15/36						625,000.00	49,250.00		100,125.00	774,375.00
03/15/37							33,625.00		100,125.00	133,750.00
09/15/37						655,000.00	33,625.00		100,125.00	788,750.00
03/15/38							17,250.00		100,125.00	117,375.00
09/15/38						690,000.00	17,250.00		100,125.00	807,375.00
03/15/39									100,125.00	100,125.00
09/15/39								$725,000.00	100,125.00	825,125.00
03/15/40									82,000.00	82,000.00
09/15/40								760,000.00	82,000.00	842,000.00
03/15/41									63,000.00	63,000.00
09/15/41								800,000.00	63,000.00	863,000.00
03/15/42									43,000.00	43,000.00
09/15/42								840,000.00	43,000.00	883,000.00
03/15/43									22,000.00	22,000.00
09/15/43								880,000.00	22,000.00	902,000.00
	$2,815,000.00		$599,864.58	$1,545,000.00	$700,968.75	$3,135,000.00	$2,059,281.25	$4,005,000.00	$3,632,343.75	$18,492,458.33

Computation of Original Issue Premium

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

Date	Principal	Coupon Rate	Yield	Price	Purchase Price	Accrued Interest	Original Issue Premium
09/15/24	$325,000.00	5.000%	3.440%	101.581%	$330,138.25	$0.00	$5,138.25
09/15/25	365,000.00	5.000%	3.380%	103.168%	376,563.20	0.00	11,563.20
09/15/26	385,000.00	5.000%	3.240%	105.057%	404,469.45	0.00	19,469.45
09/15/27	405,000.00	5.000%	3.150%	106.967%	433,216.35	0.00	28,216.35
09/15/28	425,000.00	5.000%	3.304%	107.814%	458,209.50	0.00	33,209.50
09/15/29	445,000.00	5.000%	3.559%	107.770%	479,576.50	0.00	34,576.50
09/15/30	465,000.00	5.000%	3.728%	107.814%	501,335.10	0.00	36,335.10
09/15/33	1,545,000.00	5.000%	4.127%	107.114%	1,654,911.30	0.00	109,911.30
09/15/38	3,135,000.00	5.000%	4.545%	104.918%	3,289,179.30	0.00	154,179.30
09/15/43	4,005,000.00	5.000%	4.697%	103.903%	4,161,315.15	0.00	156,315.15
	$11,500,000.00				$12,088,914.10	$0.00	$588,914.10

Computation of Arbitrage Earnings on the Project Fund

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

Date	Principal Amounts	Actual Earnings Interest	Actual Earnings Gain (Loss)	Total Nonpurpose Investment Activity	Future Value of Total Nonpurpose Investment Activity at 08/01/26 Using a Bond Yield of 3.696220%
08/30/23	($11,950,049.10)	$0.00	$0.00	($11,950,049.10)	($13,298,609.15)
08/31/23	(3,487.63)	3,487.63	0.00	0.00	0.00
09/30/23	(52,352.57)	52,352.57	0.00	0.00	0.00
10/31/23	(54,662.47)	54,662.47	0.00	0.00	0.00
11/30/23	(52,887.53)	52,887.53	0.00	0.00	0.00
12/31/23	(54,962.38)	54,962.38	0.00	0.00	0.00
01/31/24	(55,102.94)	55,102.94	0.00	0.00	0.00
02/29/24	(51,833.38)	51,833.38	0.00	0.00	0.00
03/31/24	(55,202.93)	55,202.93	0.00	0.00	0.00
04/24/24	957,376.00	0.00	0.00	957,376.00	1,040,351.75
04/30/24	(52,643.62)	52,643.62	0.00	0.00	0.00
05/31/24	(51,605.36)	51,605.36	0.00	0.00	0.00
06/30/24	(50,085.58)	50,085.58	0.00	0.00	0.00
07/03/24	200,000.00	0.00	0.00	200,000.00	215,813.70
07/31/24	(50,946.96)	50,946.96	0.00	0.00	0.00
08/31/24	(51,090.63)	51,090.63	0.00	0.00	0.00
09/25/24	2,209,809.00	0.00	0.00	2,209,809.00	2,364,725.54
09/30/24	(46,422.65)	46,422.65	0.00	0.00	0.00
10/31/24	(38,329.38)	38,329.38	0.00	0.00	0.00
11/22/24	1,000,000.00	0.00	0.00	1,000,000.00	1,063,916.54
11/30/24	(34,857.48)	34,857.48	0.00	0.00	0.00
12/31/24	(32,395.27)	32,395.27	0.00	0.00	0.00
01/31/25	(31,369.51)	31,369.51	0.00	0.00	0.00
02/06/25	600,000.00	0.00	0.00	600,000.00	633,562.19
02/11/25	(600,000.00)	0.00	0.00	(600,000.00)	(633,240.00)
02/20/25	600,000.00	0.00	0.00	600,000.00	632,660.45
02/28/25	(27,000.91)	27,000.91	0.00	0.00	0.00
03/10/25	300,000.00	0.00	0.00	300,000.00	315,687.24
03/31/25	(27,805.52)	27,805.52	0.00	0.00	0.00

Computation of Arbitrage Earnings on the Project Fund

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

Date	Principal Amounts	Actual Earnings: Interest	Actual Earnings: Gain (Loss)	Total Nonpurpose Investment Activity	Future Value of Total Nonpurpose Investment Activity at 08/01/26 Using a Bond Yield of 3.696220%
04/01/25	800,000.00	0.00	0.00	800,000.00	840,036.03
04/30/25	(23,572.68)	23,572.68	0.00	0.00	0.00
05/09/25	1,063,413.00	0.00	0.00	1,063,413.00	1,112,323.04
05/23/25	700,000.00	0.00	0.00	700,000.00	731,153.30
05/31/25	(20,864.00)	20,864.00	0.00	0.00	0.00
06/11/25	220,000.00	0.00	0.00	220,000.00	229,370.62
06/18/25	44,000.00	0.00	0.00	44,000.00	45,841.46
06/20/25	113,000.00	0.00	0.00	113,000.00	117,705.26
06/30/25	(16,809.07)	16,809.07	0.00	0.00	0.00
07/16/25	1,500,000.00	0.00	0.00	1,500,000.00	1,558,331.87
07/31/25	(14,045.70)	14,045.70	0.00	0.00	0.00
08/31/25	(11,508.00)	11,508.00	0.00	0.00	0.00
09/04/25	640,000.00	0.00	0.00	640,000.00	661,649.33
09/12/25	110,000.00	0.00	0.00	110,000.00	113,628.46
09/23/25	233,000.00	0.00	0.00	233,000.00	240,416.54
09/30/25	(8,582.27)	8,582.27	0.00	0.00	0.00
10/10/25	127,000.00	0.00	0.00	127,000.00	130,816.04
10/31/25	(7,414.43)	7,414.43	0.00	0.00	0.00
11/30/25	(6,811.48)	6,811.48	0.00	0.00	0.00
12/18/25	600,000.00	0.00	0.00	600,000.00	613,767.80
12/31/25	(5,955.69)	5,955.69	0.00	0.00	0.00
01/31/26	(4,758.63)	4,758.63	0.00	0.00	0.00
02/28/26	(4,246.34)	4,246.34	0.00	0.00	0.00
03/25/26	700,000.00	0.00	0.00	700,000.00	709,030.83
03/31/26	(4,181.39)	4,181.39	0.00	0.00	0.00
04/30/26	(2,444.86)	2,444.86	0.00	0.00	0.00
05/31/26	(2,552.02)	2,552.02	0.00	0.00	0.00
06/18/26	360,000.00	0.00	0.00	360,000.00	361,578.31
06/30/26	(2,040.51)	2,040.51	0.00	0.00	0.00
07/09/26	170,000.00	0.00	0.00	170,000.00	170,380.91
07/31/26	(1,090.03)	1,090.03	0.00	0.00	0.00

Computation of Arbitrage Earnings on the Project Fund

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

Date	Principal Amounts	Actual Earnings: Interest	Actual Earnings: Gain (Loss)	Total Nonpurpose Investment Activity	Future Value of Total Nonpurpose Investment Activity at 08/01/26 Using a Bond Yield of 3.696220%
08/01/26	314,372.90	30.95	0.00	314,403.85	314,403.85
08/01/26	0.00	0.00	0.00	(1,011,952.75)	(1,011,952.75)
	$0.00	$1,011,952.75	$0.00	$0.00	($726,650.84)

Actual Earnings	$1,011,952.75
Allowable Earnings	(726,650.84)
Arbitrage Earnings	$285,301.91

Computation Date Credit

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

Date	Annual Computation Credit	Future Value of Annual Computation Credit Amounts at 08/01/26 Using a Bond Yield of 3.696220%
08/01/24	($2,070.00)	($2,227.31)
08/01/25	(2,120.00)	(2,199.08)
08/01/26	(2,170.00)	(2,170.00)
	($6,360.00)	($6,596.39)

Computation Date Credit	($6,596.39)

Assumptions and Computational Information

City of La Vista, Nebraska
Highway Allocation Fund Pledge Bonds
Series 2023

Unless otherwise noted, the following computational assumptions are based upon Borrower-provided representations, Certificate, bank statement, or investment activity details.

(1) Present value and future value computations were made on the basis of a 30/360 day year and semiannual compounding. The Bonds constitute one issue for arbitrage purposes and remain outstanding through the end of the Computation Period ("Computation Date").

(2) A bond year ending on August 1st has been elected for arbitrage computation purposes. We have been instructed to assume August 1, 2026 is the earlier elected IRS Installment Computation Date.

(3) In calculating the bond yield (Exhibit B-1), we have assumed: (i) there are no includable qualified guarantee or hedge amounts; (ii) in calculating the original issue premium, we utilized applicable prices or yields as detailed in the OS; and, (iii) certain bonds were called earlier at their optional redemption date as detailed therein.

(4) It was assumed that the only funds which were funded and contained gross proceeds of the Bonds were the Project Fund and Bond Fund. No allowable spending exceptions or earlier allocation of proceeds could be utilized. All original sale and investment proceeds have been deemed allocated for allowable costs no later than the Computation Date.

(5) The Project Fund was afforded an initial three-year temporary period with respect to yield. Other than the Bond Fund (as detailed below), there are no other amounts or accounts (including reserve or similar funds) pledged with respect to debt service on the Bonds to otherwise constitute replacement proceeds.

(6) The transaction amounts in the Principal Amounts, Interest, and Gain (Loss) column shown in Exhibit C for each date represent the net transaction activity for that date. Net investment and interest purchases are denoted by parentheses. The Gain (Loss) column represents the net gains and losses, if any, on investments purchased and/or sold at discounts and premiums.

(7) The purchase price of each non-purpose investment was at fair market value and represented an arm’s length transaction, which did not reduce any arbitrage amounts otherwise deemed payable to the United States Treasury. Brokerage, acquisition, or other similar fees (if applicable) were assumed to constitute qualified administrative costs paid on the Borrower’s behalf. Such fees (if any) are deemed reasonable and within applicable safe harbor limitations, which do not otherwise increase or decrease the investment yield on any includable nonpurpose investments for arbitrage purposes. The scope of our engagement specifically does not analyze or reflect any arbitrage analyses related to purpose investments nor does it address any analyses related to private use or related regulations.

(8) All amounts withdrawn from the bond accounts were assumed to be allocated for the purpose of the bond issue on the day they were withdrawn.

(9) Investments outstanding on the Computation Date were assumed to be sold at the purchase price of the investment plus accrued interest to this date.

(10) The Income Tax Regulations are silent as to the treatment of imputed earnings for uninvested bond proceeds. No interest earnings were imputed on uninvested amounts, if any.

(11) Investment and expenditure activity for the Bond Fund (including reserve fund portion, if any) were not provided nor within the scope of these requested arbitrage analyses. We have been instructed to assume the Bond Fund portion was not subject to arbitrage because it operated as a bona fide debt service fund, which also satisfied the applicable yearly $100,000 limitation.

City of La Vista
Mayor and City Council Report
September 15, 2026 Agenda

Item: H

Subject:	Type:	Submitted By:
Presentation - ALPR and City Camera Project	Presentation	Todd Armbrust, Deputy Police Chief, Ray Harrod, Police Captain

Synopsis
Overview of the police department's vision for ALPR and security camera project implementation.

Fiscal Impact
ALPR

- Phase 1 - 14 cameras, $159,027.51 (budgeted for in FY27)
- Phase 2 - 21 cameras, $234,935.57
- Phase 3 - 12 cameras, $137,339.46
- Total 1 - **$531,302.64**

Security Cameras

- Phase 1 - 13 cameras, $87,200
- Phase 2 - 13 cameras, $95,600
- Phase 3 - TBD
- Total 2 - **$182,800**

Total - $801,302.64

Recommendation
Council review of information in reference to questions about this project.

Background
ALPR / Security Camera Program

As requested by the Mayor and City Council, this report provides a more in-depth overview of the Police Department’s Automated License Plate Recognition (ALPR) and security camera programs, including the Department’s long-term vision for deploying these technologies throughout the community.

ALPR Cameras

Automated License Plate Recognition (ALPR) cameras and associated software are designed to capture and process license plate information from passing vehicles. While the technology has been available for several decades, its use by law enforcement agencies has become increasingly common in recent years. ALPR technology, particularly Flock Safety cameras, has received increased public attention related to privacy, data retention, and data-sharing practices. The Police Department will provide an overview of the privacy, security, and data-management protocols associated with the City’s ALPR program.

It is important to clarify that the ALPR cameras currently used by the La Vista Police Department, and those being considered for future deployment, are **not Flock cameras**. Flock Safety is one provider of ALPR technology, but there are a number of manufacturers and platforms available. La Vista currently utilizes Motorola technology, which has its own hardware, software, infrastructure, data-management, and network capabilities. The safeguards and policies applicable to Motorola's system should therefore be considered separately from those associated with other ALPR providers.

The long-term intent of the ALPR program is to provide strategic coverage throughout the community, with an initial focus on highly trafficked areas and the primary thoroughfares into and out of La Vista. Areas of particular interest include the vicinity of City Centre and other major entry and exit points throughout the community. Deployment would occur in phases over several years, subject to Council consideration and available funding.

Security Cameras

The Police Department's security camera program serves a different purpose than the ALPR program. These cameras are not intended to capture or process license plate data. Rather, they are intended to provide a broader view of areas with higher concentrations of people, increased activity, or where an enhanced security presence may be beneficial.
Security cameras can provide the Police Department with additional situational awareness and may assist with responding to incidents, investigating reported activity, and enhancing overall public safety in identified areas.

Next Steps

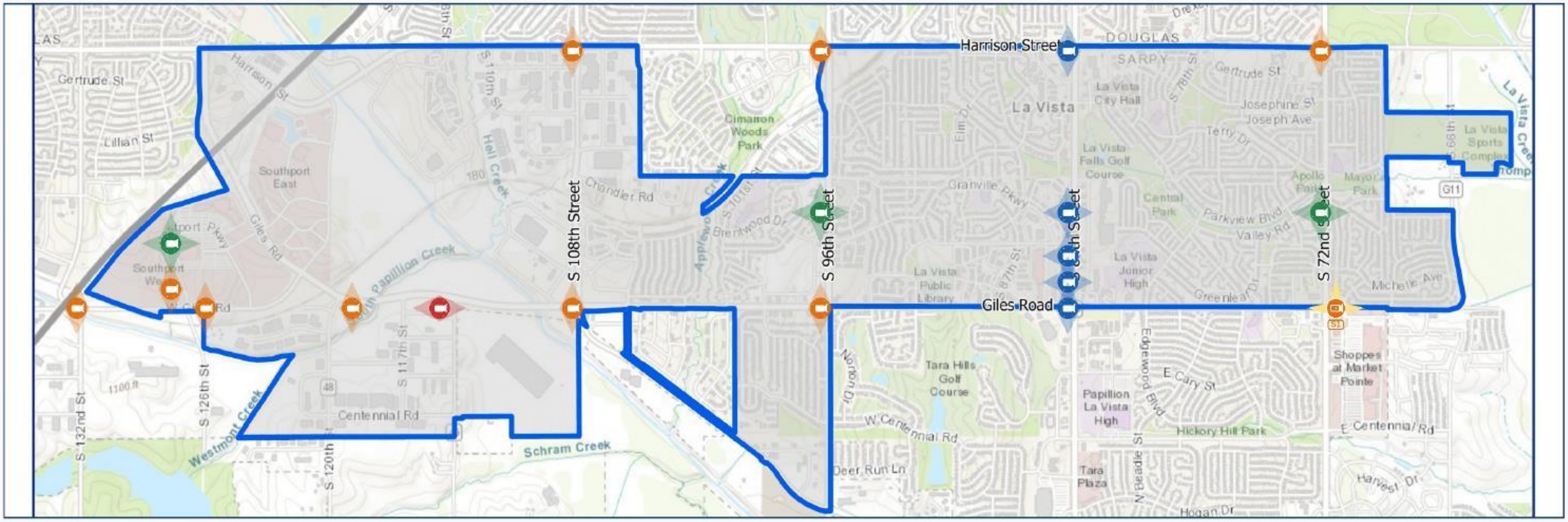
The Police Department is currently budgeted for Phase 1 of the ALPR deployment, which would focus on 84th Street, in FY2027. However, no deployment will proceed without additional consideration by the City Council.

Given other priorities and initiatives currently before the City, staff does not anticipate bringing the ALPR program back to the Council for final consideration until spring 2027 at the earliest. This will provide additional time for the Council to review the program, consider the Police Department's presentation regarding the technology and associated privacy/security protocols, and evaluate the proposed deployment in the context of other City priorities.

Attachments

1. ALPR and Security Camera Overview

ALPR All-Phase Overview



1 **Deployment 1 - 84th Street Redevelopment**
14 new L6D | Quoted: $159,027.51

2 **Deployment 2 - Revised Perimeter Ring**
21 new L6D | Estimated: $234,935.57

3 **Existing Giles Road cameras retained**
2 existing L6Q | No new acquisition cost included

4 **Deployment 3 - Revised Inner Circle**
12 new L6D | Estimated: $137,339.46

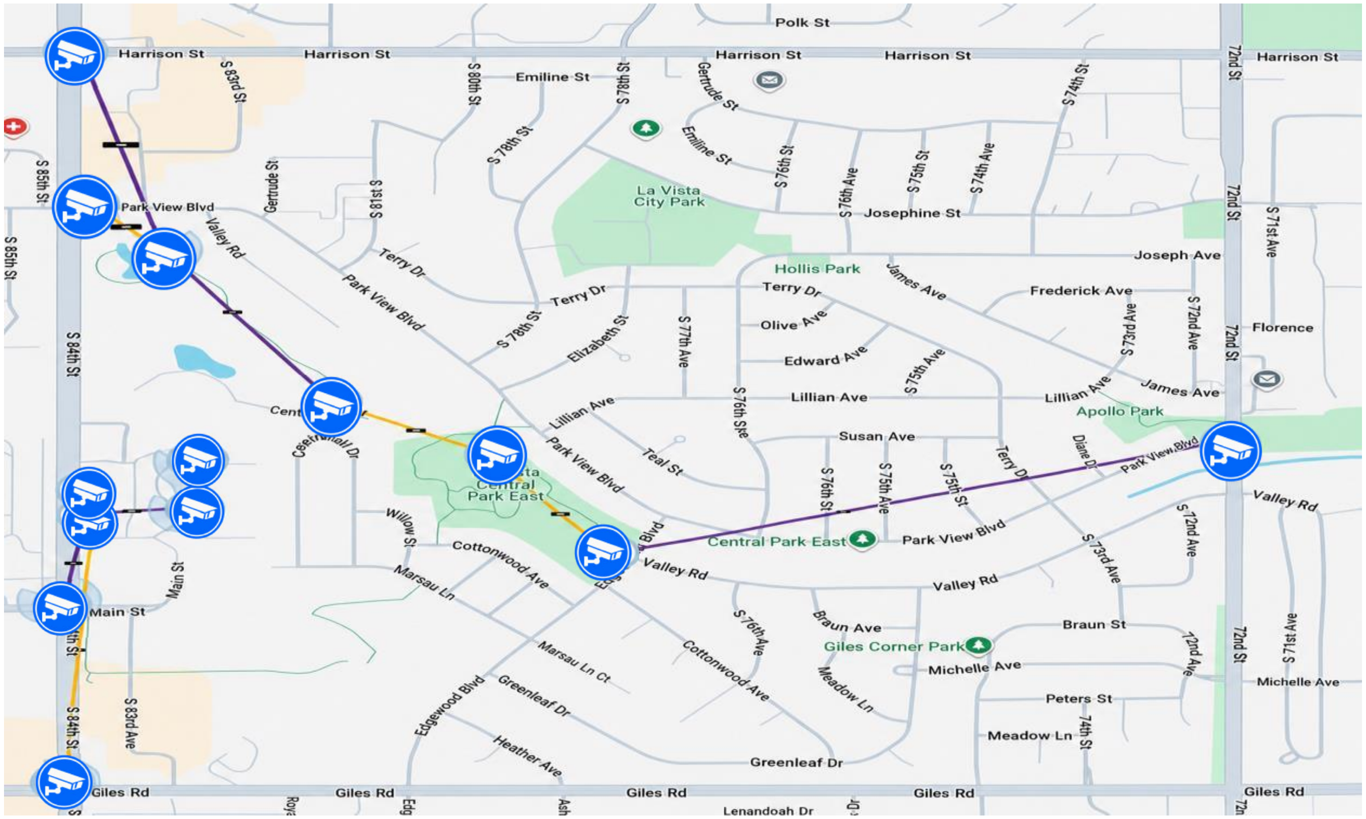
COMPLETED NETWORK

49

47 new Motorola L6D
2 existing Motorola L6Q

Three-phase estimated cost
$531,302.64

Security Camera Phase 1



Initial camera deployment around City Center, Main Street, Central Park, and trails.

1. **City Center Complex**
   2 building-mounted cameras | North/south approaches, Bartmettler, City Centre
2. **Main Street**
   2 building-mounted cameras | Continuous Main Street corridor overview
3. **84th Street Corridor**
   4 pole-mounted cameras | Key north-south intersections and approaches
4. **Central Park and Trails**
   4 pole-mounted cameras | Park facilities, trail movement, east-west access
5. **72nd / Park View**
   1 pole-mounted camera | Future eastern trailhead and approach

$ **Funding Option A:** Fully fund Phase 1 in one fiscal year.
Funding Option B: Spread Phase 1 across FY27 and FY28;
FY27: City Center Complex and Main Street. FY28: Central Park/trails and 72nd/Park View.

PHASE 1 NETWORK

13

4 building-mounted cameras
9 pole-mounted cameras

Base planning estimate

$87,200

Security Camera Phase 2 and Phase 3 Planning

Phase 3: Schools, Churches, and Soft Targets

- Schools
- Churches
- Other identified soft targets
- Prioritize by documented risk, operational need, site feasibility, stakeholder coordination, and available funding