



La Vista City Council Meeting Agenda
June 16, 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 June 2, 2026 City Council Meeting
3. Approval of the Minutes of the May 20, 2026 Parks and Recreation Advisory Committee
4. Resolution - Authorize Purchase - Ice Control Salt
5. Approval of Claims

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

- **Council Business**

B. Zoning Text Amendment - Section 7.05 - Gravel Test Tracks

1. Public Hearing
2. Ordinance - Approve Zoning Text Amendment

C. Ordinance - Mobile Food Vendors

D. Resolution - Approve Second Amendment - Interlocal Cooperation Agreement with City of Papillion and the Papillion Rural Fire District

E. Resolution - Interlocal Cooperation Agreement Renewal - Sarpy Douglas Law Enforcement Academy

F. Resolution - Authorize Purchase - Department Issued Patrol Equipment

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

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

cooperation in order to provide for an organized meeting.

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING June 2, 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 June 2, 2026. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokorny, Finance Director Harris, Chief of Police Schofield, Community Development Director Fountain, Recreation Director Buller, Library Director Barcal, Deputy Director of Public Works Calentine, Human Resources Director Lowery and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on May 20, 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.

SWEAR IN POLICE OFFICER – KRISTEN RUSSELL

Mayor Kindig swore in new Police Officer Kristen Russell.

SERVICE AWARDS: AARON JOHANNSEN – 5 YEARS; RYAN SOUTH – 15 YEARS

Mayor Kindig recognized Aaron Johannsen for 5 years and Ryan South for 15 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 19, 2026 CITY COUNCIL MEETING
3. APPROVE CHANGE IN DATE OF CITY COUNCIL MEETING FROM AUGUST 4, 2026 AT 6:00 P.M. TO AUGUST 5, 2026 AT 6:00 P.M.
4. APPROVAL OF CLAIMS

3CMA, membership	105.00
4 SEASONS AWARDS, services	15.00
ABM, services	16,827.22
ACTION BATTERIES, maint	54.95
ADP, payroll & taxes	460,069.04
AMAZON, supplies	2,275.46
AM HERITAGE LIFE INS, benefits	285.72
ARNOLD MOTOR, maint	995.60
AT&T MOBILITY/CC, services	167.85
BGNE, maint	2,025.96
BISHOP, services	96.98
BLACK HILLS ENERGY, utilities	2,501.51
CENTER POINT, books	222.33
CENTURY LINK/LUMEN, phones	247.58
CHARGEPOINT, maint	132.00
CINTAS, uniforms	240.16
CITY OF OMAHA, sewer	51.52
CITY OF PAPIILLION, services	2,493.75
CITY OF PAPIILLION/MFO, services	262,773.00
CLEARVIEW PET CARE, services	491.55
COLONIAL LIFE INS, benefits	2,081.68
COLUMN SOFTWARE, services	135.81
CONCRETE SPLY, maint	2,890.75
CORE BANK, services	588,686.72
COX, phones	147.03
CULLIGAN, supplies	14.50
D & K PRODUCTS, supplies	14,698.65

MINUTE RECORD

June 2, 2026

No. 729 - REDFIELD DIRECT E2106196KV

DAVIS & STANTON, supplies	748.00
DEARBORN NAT'L LIFE INS, benefits	8,936.63
DESERT SNOW, trning	749.00
DIAMOND BLADE, supplies	773.95
DOUGLAS CO SHERIFF'S OFC, services	1,500.00
FACTORY MOTOR, maint	421.92
FBI-LEEDA, trning	4,770.00
FIKES COMM HYGIENE, supplies	210.00
FIRST RES OUTFITTERS, apparel	180.75
FITZGERALD SCHORR, services	31,304.60
FORVIS, services	2,525.00
FOP, dues	2,115.00
FUN SERVICES, events	14,758.12
GALE, books	338.25
GREAT PLAINS COMM, services	1,088.29
GREAT PLAINS UNIFORMS, apparel	114.99
GREGG YOUNG CHEVY, maint	128.76
HARM'S CONCRETE, maint	663.23
HEARTLAND NATURAL GAS, utilities	967.35
HELGET SAFETY, supplies	71.00
INGRAM LIBRARY SRVS, books	142.42
J&M DISPLAYS, events	13,800.00
JAPP IND, maint	3,131.13
JOHNSTONE SPLY, bldg & grnds	256.88
KEVIN JONES, services	350.00
KIMBALL MIDWEST, maint	212.19
KRIHA FLUID PWR, maint	34.73
LEAGUE OF NE MUNI, dues	746.00
LOGAN CONT, maint	109.47
MACQUEEN, equip	315.76
MARTIN ASPHALT, maint	516.00
METLIFE, benefits	8,895.32
MICHAEL TODD CO, supplies	4,263.60
MISSIONSQUARE RETIRE, benefits	75,786.33
MSC INDUST'L SPLY, maint	259.12
MUSCO SPORTS LIGHTING, turf	24,175.00
NE BANK/FARMERS, services	126,592.03
NE DEPT OF TRANS, project	101,446.37
NORM'S DOOR, maint	2,236.95
OFFICE DEPOT, supplies	644.62
OPPD, utilities	52,719.90
OMNI ENG, maint	854.84
O'REILLY AUTO, supplies	794.39
PAUL DEBUFF, reimbursement	1,045.00
PETROS PACE FINANCE, services	36,629.65
PETTY CASH, supplies	250.00
PITNEY BOWES, postage	1,396.00
PLANIT GEO, services	4,336.00
POINT C HEALTH, benefits	1,085.37
POLICE/FIREMEN'S INS, benefits	277.27
POMP'S TIRE, maint	1,039.48
PRINTCO, services	1,584.65
REF'S SPORTS BAR/GRILL, events	12,450.00
ROBERT T. HENNRICH, supplies	151.17
ROCCO INTERPRETING, services	180.00
ROCKMOUNT RES/ALLOYS, maint	33.06
SANITATION PROD, maint	485.13
SARPY CO COURTHOUSE, services	4,520.00
SIGN IT, services	1,115.00
SITE ONE LANDSCAPE, supplies	264.36
STRYKER MEDICAL, supplies	1,810.00

MINUTE RECORD

June 2, 2026

No. 729 — REDFIELD DIRECT E2106195KV

SUMMIT FIRE, bldg & grnds	1,752.35
SYMBOL ARTS, supplies	150.00
TED'S MOWER, maint	425.99
THE ASTRO THEATER, events	1,171.00
THE WALDINGER CORP, bldg & grnds	6,847.17
TURN-KEY MOBILE, services	36,292.00
UMR, benefits	103,905.13
UPS, services	39.59
UNMC, services	594.31
US BANK NAT'L ASSOC, supplies	41,034.44
VERIZON, fleet	380.76
VERNE SIMMONDS CO, maint	3,352.82
WATER'S EDGE AQUATIC DES, services	27,200.00
WELDON PARTS, maint	795.53
WM CORP, services	582.14
WOODHOUSE, maint	31.03
ZOLL MEDICAL, equip	169.74

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris presented the City's first Popular Annual Financial Report.

Grant Writer/Purchasing Specialist Ruffcorn reported on a Community Project Funding request through Congressman Flood's office.

Chief of Police Schofield reported that 7 people completed the FBI LEEDA training; received individual Trilogy Awards; department received Trilogy Award. Department responded well to event in Papillion.

Community Events Coordinator Kobjerowski and Assistant Events Coordinator Jaci Moore gave a recap of La Vista Days.

Library Director Barcal introduced Maddie Hayko the new cataloguer.

Deputy Director of Public Works Calentine reported on road work; UBAS & 84th Street Reconstruction.

City Engineer Dowse reported on the 99th Street Project/traffic signal.

C. ORDINANCE – ESTABLISH AN ECONOMIC DEVELOPMENT PROGRAM FOR OCTOBER 1, 2029 THROUGH SEPTEMBER 30, 2054

Councilmember Thomas introduced Ordinance No. 1579 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO IMPLEMENT AND ESTABLISH IN CHAPTER 117 OF THE LA VISTA MUNICIPAL CODE AN ECONOMIC DEVELOPMENT PROGRAM FOR THE CITY FOR THE PERIOD OCTOBER 1, 2029 THROUGH SEPTEMBER 30, 2054 IN CONFORMITY WITH THE TERMS OF SUCH PROGRAM AS SET FORTH IN RESOLUTION NO. 26-014, PURSUANT TO NEB. REV. STAT. SECTIONS 18-2701 THROUGH 18-2739; AND TO PROVIDE FOR SEVERABILITY, REPEAL AND AN EFFECTIVE DATE HEREOF.

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

MINUTE RECORD

June 2, 2026

No. 729 -- REDFIELD DIRECT E2106196KV

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1579. Councilmember Hale seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. RESOLUTION -- AMEND COUNCIL POLICY STATEMENT 104 -- CONSUMPTION OF ALCHOLIC BEVERAGES ON MUNICIPAL PROPERTY

Councilmember Frederick introduced and moved for the adoption of Resolution No. 26-059 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO 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, an amendment to a Council Policy Statement "Consumption of Alcoholic Beverages on Municipal Property" has been recommended; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the amendment to Council Policy Statement 104 -- Consumption of Alcoholic Beverages on Municipal Property and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

Seconded by Councilmember Wetuski. There were Council questions regarding the patio, occupancy of Clubhouse, security at 75 people. Councilmembers voting aye: Frederick, Sheehan, Thomas, Quick, Hale and Wetuski. Nays: Ronan and Sell. Abstain: None. Absent: None. Motion carried.

E. RESOLUTION -- AMEND COUNCIL POLICY STATEMENT 107 -- POLICY, RULES & REGULATIONS FOR USE OF THE COMMUNITY CENTER

Councilmember Thomas introduced and moved for the adoption of Resolution No. 26-060 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO 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, an amendment to a Council Policy Statement "Policy, Rules and Regulations for Use of the Community Center" has been recommended; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the amendment to Council Policy Statement 107 -- Policy, Rules and Regulations for Use of the Community Center and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

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

MINUTE RECORD

June 2, 2026

No. 729 -- REDFIELD DIRECT E2106195KV

F. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Hale introduced Ordinance No. 1580 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1578, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Frederick 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, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The motion to suspend the rules was adopted, and the statutory rule was declared suspended for consideration of said ordinance.

Councilmember Frederick made a motion to approve final reading and amend to include technology fees and adopt Ordinance 1580. Councilmember Thomas seconded the motion. Council had questions regarding technology fees. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM THE MAYOR AND COUNCIL

There were Council comments regarding the golf car permits issued and the retirement ceremony for Officer Baker.

Mayor Kindig reported that MAPA is working on some scooter/ebike information to create an ordinance or policy that will be Omaha metro wide.

Council commented in appreciation of Ref's for their work on the cookout.

At 6:44 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



City of La Vista
Park & Recreation Advisory Committee Minutes
May 20, 2026

A meeting of the Park and Recreation Advisory Committee for the City of La Vista convened in open and public session at 6:00 p.m. on Wednesday, May 20, 2026.

Notice of the meeting was given in advance thereof by publication in the Papillion Times on May 13, 2026. Simultaneously given to the members of the Park and Recreation Advisory Committee, and a copy of their acknowledgment of receipt is attached to the minutes. The availability of the agenda was communicated in advance notice to the members. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all subjects discussed in the meeting were contained in the agenda, which was available for inspection within ten working days prior to the meeting.

1. CALL TO ORDER

Director Heather Buller called the meeting to order.

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

2. ROLL CALL

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

3. CONSENT AGENDA

- a. Buller asked for a motion to approve the agenda for the meeting of May 20 and the minutes of the April 15 meeting. Motion made by member Lara-Toney, seconded by Vice-Chair Lodes. All aye. Motion approved.

5. **DISCUSSION AND ACTION ITEMS**

- a. Discussion on future Parks and Recreation Advisory Committee Visioning Session. The Committee discussed setting time aside to go through the city's strategic plan, Recreation and Parks initiatives for the year, and discussing governing standards for meetings. This will provide clear guidance to the Committee on where their support is needed.
- b. Discussion on Pool Design Updates. The board was informed that the pool is in the design development stage and staff met to discuss the bathhouse and amenities.
- c. Discussion on Hollis Park Landscaping project. 3 design ideas were presented to the Committee by member Pohl. Members shared likes and dislikes to give Parks Superintendent, Jason Allen a direction to proceed with budgeting and building plans.
- d. Discussion and action on Bee City USA Certification initiative. An overview of Bee City USA was provided to the Committee. Questions about Bee City USA's comprehensive plan requirement were raised and needed clarification. Allen wanted to run the initiative through the City's Parks Planning Committee for vetting. Motion made by member Lara-Toney to table the item to the June meeting, seconded by member Pohl. All aye. Motion Approved.

6. **STAFF REPORTS**

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

7. **ITEMS FOR FUTURE AGENDA**

- a. Discussion on pool design updates.
- b. Discussion on Hollis Park landscaping project.
- c. Discussion and action on Bee City USA Certification initiative.

8. **NEXT MEETING DATE**

Next meeting date will be June 17, at 6 p.m.

9. **COMMENTS FROM THE FLOOR**

None.

10. **COMMENTS FROM PARK & RECREATION ADVISORY COMMITTEE**

- a. Member Lara-Toney will be absent from the June 17 meeting
- b. Vice Chair Lodes passed along Mayor's comment to add tetherball to Central Park East
- c. Comments on community gardens at Jaycee Park getting vandalized

- d. Slide at Children's Park have been replaced
- e. Graffiti on Applewood Creek trail tunnel
- f. Member Lara-Toney addressed Triangle Park needing a more noticeable crosswalk across Harrison street.

11. **ADJOURNMENT**

Member Gentry made a motion for adjournment, seconded by Member Pohl. All aye. Motion carried. Adjourned at 7:05 p.m.



**City of La Vista
Mayor and City Council Report
June 16, 2026 Agenda**

Item: A.4

Subject:	Type:	Submitted By:
Resolution - Authorize Purchase - Ice Control Salt	Resolution	Brady Small, Street Superintendent

Synopsis

A resolution has been prepared authorizing the purchase of approximately 850 tons of Ice Control Salt from Central Salt, Lyons, Kansas, in an amount not to exceed \$56,000.

Fiscal Impact

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

Recommendation

Approval.

Background

The ice control salt is used by Public Works for winter operations.

The City of Papillion went out to bid for ice control salt in May 2025, and Central Salt was the low bidder. Central Salt is willing to extend the price to the City of La Vista.

Attachments

1. Resolution - Ice Control Salt purchase
2. Quote

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM CENTRAL SALT, LYONS, KANSAS IN AN AMOUNT NOT TO EXCEED \$56,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt is necessary; and

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

WHEREAS, the ice control salt is used by Public Works for winter operations; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Central Salt, Lyons, Kansas in an amount not to exceed \$56,000.00.

PASSED AND APPROVED THIS 16TH DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



1420 State Rd 14
 Lyons, KS 67554
 Phone No. : 800-879-7258
 Fax No. : 620-257-5052
 Email: LyonsOrders@centralsalt.com

Sales Quote

Sales Quote No. SQ26-00306

Quote Date 6/11/2026

Quote Valid Until 6/30/2026

Salesperson In House

Revision No. 1

Payment Terms Net 30 Days

Customer ID C01754

Page: 1

Sell

To: La Vista, City of
 Brady Small
 8116 Parkview Blvd
 La Vista, NE 68128
 UNITED STATES

Special Instructions:

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Papillion Public Works 9909 Portal Rd La Vista, NE 68128-5509					
FG00033	Bulk Deicing Salt	Ton	850	\$62.36	\$53,006.00



1420 State Rd 14
 Lyons, KS 67554
 Phone No. : 800-879-7258
 Fax No. : 620-257-5052
 Email: LyonsOrders@centralsalt.com

Sales Quote

Sales Quote No. SQ26-00306

Quote Date 6/11/2026

Quote Valid Until 6/30/2026

Salesperson In House

Revision No. 1

Payment Terms Net 30 Days

Customer ID C01754

Page: 2

Sell

To: La Vista, City of
 Brady Small
 8116 Parkview Blvd
 La Vista, NE 68128
 UNITED STATES

Special Instructions:

Terms of Quote

1. This quotation shall remain firm for a period of 7 calendar days unless signed and returned to Central Salt.
2. New Customer Account forms must be completed and existing customer files must be updated before signed quote will be considered accepted by Central Salt.
3. All published freight increases are subject to the account of the buyer. Prices quoted are based on transportation costs provided at the time of quotation. We reserve the right to change our quotation based on documented changes to those transportation costs, and Customer will be responsible for paying such invoiced amounts.
4. Quotation does not constitute a binding obligation, but is subject to credit approval.
5. All purchases are subject to the appropriate sales tax rate, unless exempt. Any tax or other governmental charge now or hereafter levied, imposed or otherwise required upon production, storage, delivery, sales or use of the product ordered and sold hereunder will be in addition to the quoted price and will be charged to and payable by Customer.
6. Prices quoted are good for product sourced from the stated shipping depot. Product quantities exceeding quoted amounts or sourced from other shipping depots are subject to price adjustment for market demands and incremental transportation.
7. Bulk product is for end use application and is not intended for blending or repackaging without Central Salt's prior written consent.
8. All orders are subject to Central Salt Terms and Conditions of Business Credit and Sale.
9. Any claims for quantity errors, quality, or damage must be made to Central Salt within 5 days of delivery and supported by satisfactory evidence. Customer, by acceptance of ordered product, assumes all risk and responsibility incident to the handling and use of such product, and will indemnify and hold harmless Central Salt from any and all claims with respect thereto.
10. Package orders that require multiple delivery locations will be assessed \$150 fee for each additional delivery location.
11. \$250 fee will be added to any in-transit load that is diverted from its original destination.
12. For Package loads, a truckload may be 882 or 931 bags, depending on the vehicle legal load limit.
13. Central Salt reserves the right to direct customer pickups to alternate depot locations within a specific market depending upon demand and/or inventory availability.
14. All orders are subject to product availability. Central Salt reserves the right to decline any order, suspend any shipment, or terminate any order if Central Salt encounters product shortages due to commitments other customers, or for any reason that affects Central Salt's ability to deliver product (including, without limitation, conditions at production facilities or terminals of Central Salt or its affiliates).
15. Central Salt reserves the right to terminate or modify this quote/agreement in the event Customer has not purchased 40% of the committed quantity by December 31, subject to weather conditions. This only applies to deicing products.

Customer
 Acceptance of
 Quote: _____

Central Salt: _____

Date: _____

Date: _____

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
45	06/16/2026	POINT C HEALTH	5340.05	N
47	06/05/2026	UMR INC	23099.58	N
48	06/16/2026	UMR INC	74779.92	N
49	06/16/2026	UMR INC	76808.84	N
147494	06/16/2026	ABE'S TRASH SERVICE	154.80	N
147495	06/16/2026	AKRS EQUIPMENT SOLUTIONS, INC.	58.68	N
147496	06/16/2026	AMAZON CAPITAL SERVICES, INC.	1811.81	N
147498	06/16/2026	ANDY MININO	100.00	N
147499	06/16/2026	APPLIED CONCEPTS INCORPORATED	2562.00	N
147500	06/16/2026	ARNOLD MOTOR SUPPLY	1214.94	N
147501	06/16/2026	BACON LETTUCE CREATIVE	510.00	N
147502	06/16/2026	BAIRD HOLM LLP	1377.00	N
147503	06/16/2026	BEHAVEN KIDS LLC	100.00	N
147504	06/16/2026	BETHANY FERRERIS	100.00	N
147505	06/16/2026	BISHOP BUSINESS EQUIPMENT COMPANY	87.24	N
147506	06/16/2026	BOOT BARN	301.73	N
147507	06/16/2026	BOSANEK, GARY	2100.00	N
147508	06/16/2026	BROADCAST MUSIC INC	459.00	N
147509	06/16/2026	CENTER POINT, INC.	246.90	N
147510	06/16/2026	CINTAS CORPORATION NO. 2	517.55	N
147511	06/16/2026	CITY OF PAPILLION	21182.59	N
147512	06/16/2026	COMPLETE TACTICAL CONSULTANTS	5000.00	N
147513	06/16/2026	CONCRETE SUPPLY, INC.	422.00	N
147514	06/16/2026	CONNER PSYCHOLOGICAL SERVICES, PC	930.00	N
147515	06/16/2026	CONRECO INCORPORATED	50.00	N
147516	06/16/2026	CUMMINS SALES AND SERVICE	12.11	N
147517	06/16/2026	DEBRA FRANKENFEILD	100.00	N
147518	06/16/2026	DULTMEIER SALES LLC	64.10	N
147519	06/16/2026	FACTORY MOTOR PARTS	279.48	N
147520	06/16/2026	FERGUSON US HOLDINGS INC	188.99	N
147521	06/16/2026	FITZGERALD SCHORR BARMETTLER	31521.00	N
147522	06/16/2026	GALLS LLC	92.10	N
147523	06/16/2026	GENUINE PARTS COMPANY-OMAHA	217.97	N
147524	06/16/2026	GILMORE & BELL PC	2500.00	N
147525	06/16/2026	GREAT PLAINS UNIFORMS	527.98	N
147526	06/16/2026	HARM'S CONCRETE INC	215.61	N
147527	06/16/2026	HEARTLAND TIRES AND TREADS	1069.36	N
147528	06/16/2026	HEIMES CORPORATION	151.34	N
147529	06/16/2026	HONEYMAN RENT-ALL #1	304.11	N
147530	06/16/2026	HORN T ZOO	1200.00	N
147531	06/16/2026	INGRAM LIBRARY SERVICES LLC	2476.77	N
147532	06/16/2026	J & J SMALL ENGINE SERVICE	181.69	N
147533	06/16/2026	K4 HOLDINGS INC	375.50	N
147534	06/16/2026	KANOPY, INC.	190.95	N
147535	06/16/2026	KIESLER POLICE SUPPLY	8939.50	N
147536	06/16/2026	KRIHA FLUID POWER CO INC	657.22	N
147537	06/16/2026	LABRIE, DONALD P	1575.00	N
147538	06/16/2026	LEXIS NEXIS MATTHEW BENDER	171.10	N
147539	06/16/2026	LIBRARY IDEAS LLC	1163.00	N
147540	06/16/2026	LOWE'S CREDIT SERVICES	502.53	N
147541	06/16/2026	MICROFILM IMAGING SYSTEMS, INC.	180.00	N
147542	06/16/2026	MIDWEST FENCE - GUARDRAIL SYSTEMS	12968.75	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
147543	06/16/2026	MILLER & SONS GOLF CARS LLC	2175.00	N
147544	06/16/2026	MR. PICNIC	330.00	N
147545	06/16/2026	MURPHY TRACTOR/POWERPLAN	93.21	N
147546	06/16/2026	MUZZY ICE SERVICE INC	692.50	N
147547	06/16/2026	O'REILLY AUTO PARTS	224.90	N
147549	06/16/2026	OCLC INC	76.99	N
147550	06/16/2026	OFFICE DEPOT INC	102.19	N
147551	06/16/2026	OMAHA PUBLIC POWER DISTRICT	20433.56	N
147552	06/16/2026	OMAHA STORM CHASERS BASEBALL	2500.00	N
147553	06/16/2026	OMAHA WORLD HERALD/NOTICES	55.40	N
147554	06/16/2026	OMAHA WORLD-HERALD/SUBSCRIPTIONS	194.71	N
147555	06/16/2026	OMNI ENGINEERING	696.65	N
147556	06/16/2026	PAPILLION LA VISTA PUBLIC SCHOOLS	175.00	N
147557	06/16/2026	PAPILLION SANITATION	751.16	N
147558	06/16/2026	PAPILLION-LA VISTA SOUTH HIGH SCHOOL	650.00	N
147559	06/16/2026	PLVS MONARCH BAND	650.00	N
147560	06/16/2026	POMP'S TIRE SERVICE, INC	1867.42	N
147561	06/16/2026	PORT-A-JOHNS	1360.00	N
147562	06/16/2026	PRINTCO GRAPHICS INC	396.64	N
147563	06/16/2026	QUALITY AUTO REPAIR & TOWING, INC.	370.00	N
147564	06/16/2026	RESOURCE RENTAL CENTER INC	1541.50	N
147565	06/16/2026	RTG BUILDING SERVICES INC	7330.89	N
147566	06/16/2026	SHERWIN-WILLIAMS	144.31	N
147567	06/16/2026	SIGN IT	180.00	N
147568	06/16/2026	STRADA OCCUPATIONAL HEALTH	890.00	N
147569	06/16/2026	STREICHER'S, INC.	957.47	N
147570	06/16/2026	SUBSURFACE SOLUTIONS	525.00	N
147571	06/16/2026	SUBURBAN NEWSPAPERS INC	349.33	N
147572	06/16/2026	SUMMIT FIRE PROTECTION CO	582.45	N
147573	06/16/2026	SUN VALLEY LANDSCAPING	650.00	N
147574	06/16/2026	SUSPENSION SHOP INCORPORATED	2058.38	N
147575	06/16/2026	SWANK MOTION PICTURES INC	795.00	N
147576	06/16/2026	Syncquip LLC	590.55	N
147577	06/16/2026	THE ASTRO THEATER	5720.00	N
147578	06/16/2026	THE WALDINGER CORPORATION	1385.00	N
147579	06/16/2026	TODCO LLC	1500.00	N
147580	06/16/2026	TRANS UNION RISK AND ALT. DATA SOL.	100.00	N
147581	06/16/2026	TRAVELERS	894.50	N
147582	06/16/2026	UNITE PRIVATE NETWORKS/SEGRA	4976.00	N
147583	06/16/2026	UNIVERSITY OF NEBRASKA OMAHA	199.00	N
147584	06/16/2026	V & V MANUFACTURING INC	130.95	N
147585	06/16/2026	VERIZON WIRELESS	580.08	N
147586	06/16/2026	VERMEER HIGH PLAINS	780.53	N
147587	06/16/2026	VOIANCE LANGUAGE SERVICES, LLC	181.39	N
147588	06/16/2026	WESTLAKE HARDWARE INC NE-022	1997.37	N
147591	06/16/2026	WILDLIFE LEARNING ENCOUNTERS	2300.00	N
147592	06/16/2026	WINSUPPLY OF OMAHA	23.70	N
147593	06/16/2026	WOODHOUSE SW OMAHA INC	695.45	N
147594	06/16/2026	ROAM SHARE	63730.00	N
1263000	06/16/2026	LARSEN SUPPLY COMPANY	1183.49	N
1263001	06/16/2026	MOBOTREX, INC.	55.00	N
1263002	06/16/2026	NATIONAL SIGN CO, LLC	225.97	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
1263003	06/16/2026	ONE CALL CONCEPTS INC	464.60	N
1263004	06/16/2026	VIERREGGER ELECTRIC COMPANY	6367.50	N
1263005	06/16/2026	BOK FINANCIAL	105625.00	N
1263006	06/16/2026	CENTURY LINK/LUMEN	554.47	N
1263007	06/16/2026	COX COMMUNICATIONS, INC.	467.15	N
1263008	06/16/2026	GREATAMERICA FINANCIAL SERVICES	236.28	N
1263009	06/16/2026	METROPOLITAN UTILITIES DISTRICT	9405.23	N
1263010	06/16/2026	MISSIONSQUARE RETIREMENT	84040.25	N
1263011	06/16/2026	NE DEPT OF REVENUE-SALES TAX	49.95	N
1263012	06/16/2026	OMAHA PUBLIC POWER DISTRICT	52972.43	N
44	06/02/2026	POINT C HEALTH	3,317.09	N
1262991	06/02/2026	ADP INC	509,355.57	N
1262992	06/02/2026	CENTURY LINK/LUMEN	86.86	N
1262993	06/02/2026	COX COMMUNICATIONS, INC.	750.00	N
1262994	06/02/2026	ESSENTIAL SCREENS	156.30	N
1262995	06/02/2026	FNIC	6,729.75	N
1262996	06/02/2026	GREATAMERICA FINANCIAL SERVICES	1,614.12	N
1262997	06/02/2026	MARCO INCORPORATED	173.71	N
1262998	06/02/2026	FRATERNAL ORDER OF POLICE	2,115.00	N
1262999	06/02/2026	POLICE & FIREMEN'S INSURANCE	277.27	N

TOTAL: \$1,208,947.96

APPROVED BY COUNCIL MEMBERS ON:

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER



City of La Vista
Mayor and City Council Report
June 16, 2026 Agenda

Item: B

Subject:	Type:	Submitted By:
Zoning Text Amendment - Section 7.05 - Gravel Test Tracks	Ordinance	Christopher Solberg, Deputy Director of Community Development

Synopsis

A public hearing has been scheduled and an ordinance prepared to amend Section 7.05 of the La Vista Zoning Ordinance in relation to gravel test tracks.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

CLAAS of America is in the midst of constructing a new research, development and testing facility in the southwest corner of their property on 132nd Street. Part of the activities taking place at this facility is the testing of new or modified large agricultural equipment. This equipment (including combines) is often used on gravel roads to get to and from farm plots. As such, CLAAS has requested an allowance for gravel test tracks within the City’s Zoning Ordinance.

Amendments to Section 7.05 – Off-Street Automobile Storage are proposed to allow for the development of gravel test tracks for large agricultural equipment in the I-2 Heavy Industrial Zoning District.

The Planning Commission met on June 4, 2026 and voted 5-0 to approve of the amendment to Section 7.05 of the Zoning Ordinance.

Attachments

1. Section 7.05 - Redline version
2. Ordinance - Zoning Text Amendments - Gravel Test Tracks

Section 7.05 Off-Street Automobile Storage.

- 7.05.01 Off-street automobile storage or standing space shall be provided on any lot on which any of the following uses are hereafter established; such space shall be provided with vehicular access to a street or an alley. For purposes of computing the number of parking spaces available in a given area, the ratio of two hundred fifty (250) square feet per parking space shall be used.
- 7.05.02 If vehicle storage space or standing space required in section 7.06 cannot be reasonably provided on the same lot on which the principal use is conducted in the opinion of the Chief Building Official, the Chief Building Official may permit such space to be provided on other off-street property, provided such space lies within four hundred (400) feet of an entrance to such principal use. Such vehicle standing space shall be deemed to be required open space associated with the permitted use and shall not thereafter be reduced or encroached upon in any manner. **(Ordinance No. 975, 12-20-05)**
- 7.05.03 All parking spaces for *residential, commercial, industrial, public or quasi-public uses* shall be paved with asphalt or concrete. **(Ordinance No. 975, 12-20-05)** All parking spaces for permitted temporary uses not located on the same lot as a permitted principle use may be exempt from a paved surface but shall have access to a hard-surface road and have a rock drive for emergency vehicles. **(Ordinance No. 994, 6-6-06)**
- 7.05.04 Parking spaces for outdoor recreational uses in the Transitional Agriculture (TA) District may have a surface of compacted gravel or crushed rock contained within a distinct border and having a depth of four inches. However, upon rezoning to a district other than TA, these parking areas shall be paved with asphalt or concrete within three (3) years. Paved parking stalls, sidewalks, and other improvements, in both number and design to comply with the Americans with Disabilities Act (ADA), the Nebraska Accessibility Guidelines, and Section 7.08 of this Ordinance, shall still be constructed within and surrounding such crushed rock parking areas. **(Ordinance No. 1433, 12-7-21)**
- 7.05.047.05.05 Test tracks for large agricultural equipment in the Heavy Industrial (I-2) Zoning District may have a surface of compacted gravel or crushed rock contained within a distinct border and having a minimum depth of four inches. Dust shall be controlled at all times and shall not project across property lines or be considered a nuisance to adjoining properties or to the general public. A specific plan for dust control must be submitted and approved by the Community Development Department.
- 7.05.057.05.06 Parking spaces utilized in association with event centers in the Mixed Use City Centre Zoning District (MU-CC), when such event centers have a capacity for 2,000 or more persons, may have a surface of compacted gravel or crushed rock on a temporary basis with an approved development agreement from the City of La Vista and shall be valid only for a specified amount of time as indicated in said agreement. Such compacted gravel or crushed rock parking shall be contained with a distinct border and be properly maintained.
- 7.05.067.05.07 Where calculations in accordance with the foregoing list results in requiring a fractional space, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall require one space.
- 7.05.077.05.08 In Districts R-1, R-2, R-3, and R-4, required off-street parking shall be provided on the lot on which it is located the use to which the parking pertains. In other Districts, such parking may be provided either on the same lot or an adjacent or other lot provided the lot on which the use requiring them is located are not separated by more than three hundred (300) feet at closest points, measured along a street or streets.
- 7.05.087.05.09 Where off-street parking is located on a lot other than the lot occupied by the use, which requires it, site plan approval for both lots is required.

~~7.05.09~~7.05.10 Some uses may require two (2) different use types to be calculated together in order to determine the total parking requirement (Example: Primary schools may require a tabulation for classrooms and assembly areas)

~~7.05.10~~7.05.11 In Districts R-3 and R-4, multi-family, apartment, and condominium dwellings shall have a minimum of 0.5 enclosed garages per unit. The required garages may count towards the total number of parking spaces required as per Section 7.06. Multi-family, apartment, and condominium developments approved by the City prior to May 17, 2011 shall be exempt of this requirement. (***Ordinance No. 1146, 5-17-11***)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 7.05 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 7.05 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 7.05. Section 7.05 of the Ordinance No. 848 is hereby amended to read as follows:

Section 7.05 Off-Street Automobile Storage

7.05.01 Off-street automobile storage or standing space shall be provided on any lot on which any of the following uses are hereafter established; such space shall be provided with vehicular access to a street or an alley. For purposes of computing the number of parking spaces available in a given area, the ratio of two hundred fifty (250) square feet per parking space shall be used.

7.05.02 If vehicle storage space or standing space required in section 7.06 cannot be reasonably provided on the same lot on which the principal use is conducted in the opinion of the Chief Building Official, the Chief Building Official may permit such space to be provided on other off-street property, provided such space lies within four hundred (400) feet of an entrance to such principal use. Such vehicle standing space shall be deemed to be required open space associated with the permitted use and shall not thereafter be reduced or encroached upon in any manner. **(Ordinance No. 975, 12-20-05)**

7.05.03 All parking spaces for *residential, commercial, industrial, public or quasi-public uses* shall be paved with asphalt or concrete. **(Ordinance No. 975, 12-20-05)** *All parking spaces for permitted temporary uses not located on the same lot as a permitted principal use may be exempt from a paved surface but shall have access to a hard-surface road and have a rock drive for emergency vehicles.* **(Ordinance No. 994, 6-6-06)**

7.05.04 Parking spaces for outdoor recreational uses in the Transitional Agriculture (TA) District may have a surface of compacted gravel or crushed rock contained within a distinct border and having a depth of four inches. However, upon rezoning to a district other than TA, these parking areas shall be paved with asphalt or concrete within three (3) years. Paved parking stalls, sidewalks, and other improvements, in both number and design to comply with the Americans with Disabilities Act (ADA), the Nebraska Accessibility Guidelines, and Section 7.08 of this Ordinance, shall still be constructed within and surrounding such crushed rock parking areas. **(Ordinance No. 1433, 12-7-21)**

7.05.05 Test tracks for large agricultural equipment in the Heavy Industrial (I-2) Zoning District may have a surface of compacted gravel or crushed rock contained within a distinct border and having a minimum depth of four inches. Dust shall be controlled at all times and shall not project across property lines or be considered a

nuisance to adjoining properties or to the general public. A specific plan for dust control must be submitted and approved by the Community Development Department.

- 7.05.06 Parking spaces utilized in association with event centers in the Mixed Use City Centre Zoning District (MU-CC), when such event centers have a capacity for 2,000 or more persons, may have a surface of compacted gravel or crushed rock on a temporary basis with an approved development agreement from the City of La Vista and shall be valid only for a specified amount of time as indicated in said agreement. Such compacted gravel or crushed rock parking shall be contained with a distinct border and be properly maintained.
- 7.05.07 Where calculations in accordance with the foregoing list results in requiring a fractional space, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall require one space.
- 7.05.08 In Districts R-1, R-2, R-3, and R-4, required off-street parking shall be provided on the lot on which it is located the use to which the parking pertains. In other Districts, such parking may be provided either on the same lot or an adjacent or other lot provided the lot on which the use requiring them is located are not separated by more than three hundred (300) feet at closest points, measured along a street or streets.
- 7.05.09 Where off-street parking is located on a lot other than the lot occupied by the use, which requires it, site plan approval for both lots is required.
- 7.05.10 Some uses may require two (2) different use types to be calculated together in order to determine the total parking requirement (Example: Primary schools may require a tabulation for classrooms and assembly areas)
- 7.05.11 In Districts R-3 and R-4, multi-family, apartment, and condominium dwellings shall have a minimum of 0.5 enclosed garages per unit. The required garages may count towards the total number of parking spaces required as per Section 7.06. Multi-family, apartment, and condominium developments approved by the City prior to May 17, 2011 shall be exempt of this requirement. (**Ordinance No. 1146, 5-17-11**)

SECTION 2. Repeal of Section 7.05 as Previously Enacted. Section 7.05 of Ordinance No. 848 as previously enacted are hereby repealed.

SECTION 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

Ordinance No.

SECTION 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



City of La Vista
Mayor and City Council Report
June 16, 2026 Agenda

Item: C

Subject:	Type:	Submitted By:
Ordinance - Mobile Food Vendors	Ordinance	Rachel Carl, City Clerk

Synopsis

An ordinance has been prepared to codify the provisions for Mobile Food Vendors in Sections 113.70 through 113.99 of the La Vista Municipal Code.

Fiscal Impact

N/A

Recommendation

Approval.

Background

In September 2025, City Council made changes to the regulations for Mobile Food Vendors by adopting Ordinance No. 1557. Ordinance No. 1557 called for these regulations to be codified in Section 113.11 of the La Vista Municipal Code. However, upon review by American Legal Publishing, the City's codification specialists, it was determined that placing the Mobile Food Vendor regulations in 113.11 was not in line with the City's current Code organization and structure. They also determined that it would be more in line with the Code's organization by placing the regulations in Sections 113.70 through 113.99 and arranged the codification of the regulations under these sections in the most-recent supplement of the Municipal Code.

This ordinance does not change any of the regulations previously adopted by City Council, but it will approve the codification of the Mobile Food Vendor regulations in Sections 113.70 through 113.99 as they appear in the most recent supplement of the Municipal Code.

Attachments

1. Ordinance Mobile Food Vendors Sections 113.70-113.99

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 1557 AUTHORIZING MOBILE FOOD VENDORS; TO PROVIDE RULES AND REGULATIONS GOVERNING MOBILE FOOD VENDORS; TO PROVIDE FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS; TO PROVIDE FOR FEES FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS AND FOR THE COLLECTION THEREOF; TO PROVIDE FOR PENALTIES FOR VIOLATION OF THE PROVISIONS HEREOF.

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

Section 1. Section 113.11 of the La Vista Municipal Code is hereby repealed.

Section 2. Sections 113.70 through 113.99 of the La Vista Municipal Code are hereby adopted and approved as follows:

“MOBILE FOOD VENDORS”

§ 113.70 – FINDINGS AND PURPOSE.

Mobile food vendors provide a beneficial service to the general public within the city while, due to their distinct manner of operation, also presenting substantial differences of circumstances from other food retailers and vehicle users which suggest the expediency of diverse legislation. It is, thus, desirable to regulate, and require licenses for, mobile food vendors so that their transitory use of various properties and right-of-way locations can occur in a fair and safe manner, and so that public safety and welfare can be protected. The purpose of this section is to enact regulations to serve those goals.

While the city wishes to encourage the business of mobile food vendors, the city also recognizes the benefits of permanent food establishments. The owners of permanent food establishments make substantial and long-lasting capital investments in buildings, infrastructure, and the built environment. These investments benefit the city, improve real property, and provide consistent locales for the entertainment and enjoyment of city residents and visitors. The city wishes to cultivate and encourage the creation and maintenance of permanent food establishments. Accordingly, it is also the purpose of this section to encourage the co-existence of mobile food vendors and permanent food establishments, to provide appropriate places for each within the fabric of the city, and to accommodate the interests of each, toward the goal of achieving a rich and diverse community.

§ 113.71 – DEFINITIONS. As used in this section, the following words and phrases shall have the meanings ascribed to them in this subsection, except where the context clearly indicates or requires a different meaning:

Beverage shall mean any drinkable liquid for humans for hydration, nutrition, taste, pleasure or similar purposes, including without limitation, any such liquid that is frozen, alcoholic or nonalcoholic.

Caterer shall mean a person who transports ready-to-eat food from a permitted food service establishment to another location or building for service on a per event basis for hire and does not include a temporary food service event.

City Administrator shall mean the City of La Vista City Administrator or any designee of the City Administrator.

City Clerk shall mean the City of La Vista City Clerk or any designee of the City Clerk.

City-Sponsored Event shall mean any event, activity, or meeting organized or sponsored, in whole or in part, by the city or any department of the city.

Food shall mean all edible substances, whether solid, semi-solid, liquid, concentrated, frozen, dried, dehydrated, or otherwise, for ingestion, chewing, or consumption by humans for nutrition, taste, refreshment, pleasure or similar purposes.

Mobile food vendor shall mean a person who by traveling from place to place upon the public ways sells or offers for sale food from public or private property to consumers for immediate delivery and consumption upon purchase. The following activities are excluded from such definition, and, alone, do not subject a vendor to being covered by such definition: (a) the sale or offer for sale of farm products produced or raised by such a vendor from land occupied and cultivated by him/her; or (b) the sale or offer for sale of food by a caterer.

Permanent food establishment shall mean a fixed building which a person occupies on a continual basis and from which such person sells or offers to sell food for immediate delivery and consumption upon purchase. Such term shall not include a location where a mobile food vendor sells or offers to sell food.

Reservation shall mean the securing of a space designated by the City for the use of a food truck for a specified period of time. Reservations are limited to one day per instance and may be canceled by the City at anytime.

§ 113.72 – LICENSE REQUIRED.

It shall be unlawful for any person to sell or offer for sale food as a mobile food vendor or operate as a mobile food vendor within the city unless such person complies with the requirements and regulations of this section, including holding a valid and active mobile food vendor license issued by the City Clerk under this section.

§ 113.73 – APPLICATION.

An applicant for a license pursuant to this section shall file with the City Clerk a signed application on a form to be furnished by the City Clerk, which shall contain the following information:

- (a) The applicant's business name, address, and phone number; and e-mail address;
- (b) If the applicant is a corporation, partnership, or other entity, the names of all officers and managers of such entity;
- (c) The vehicle license numbers and descriptions of all vehicles from which the applicant proposes to sell food, and the names of all persons expected to drive such vehicles;
- (d) A copy of the vehicle registration and proof of insurance;
- (e) The description of the general type of food items to be sold;
- (f) Documentation from the Nebraska Department of Agriculture showing its approval of the applicant's sale of food, if required;
- (g) A copy of the State of Nebraska sales tax permit, or proof of an applicable sales tax exemption, for the applicant;
- (h) Such other information as the City Clerk may require and as requested in the said application form.
- (i) Upon receipt of a completed application, the application shall be reviewed to investigate the applicant's business and background and ensure that it complies

with the requirements of this chapter. The review process shall be based on the following criteria, but shall not be limited to:

(1) The applicant shall not have been convicted in the past five years of any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects upon the person's ability to conduct the business in a professional, honest, and legal manner. Such violations shall include, but are not limited to, burglary, theft, robbery, larceny, swindling, fraud, deceit, unlawful business practices, and any form of actual or threatened physical harm against another person.

§ 113.74 – ISSUANCE OR DENIAL.

(a) Upon receipt of a complete application for a license pursuant to this section, the City Clerk shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and this Code. The City Clerk may request and take into consideration the recommendations of other affected departments of the city.

(b) After receipt of the completed application and application fee, the City Clerk shall either approve or deny the application. Grounds for denial may include, but are not limited to, the following:

(1) A finding that the application is incomplete;

(2) The nonpayment of applicable fees;

(3) A finding that the application is not in conformance with any applicable laws or this Code;

(4) A finding that the applicant has been convicted of three or more separate violations of the provisions of this section within the 12 months preceding the submission of a complete application.

§ 113.75 – LICENSE FEE.

An application for a license under this section shall be accompanied by a nonrefundable processing fee as set forth in the Master Fee Schedule.

§ 113.76 – RENEWAL.

A license issued under this section shall be valid from April 1 through March 31 of the following year. A License will expire on March 31 of each year, unless renewed for the following year by the licensee. The licensee shall renew the license for the following year by filing with the City Clerk, on or before March 31, a registration updating or confirming the information provided in the immediately preceding license application or registration. The registration shall be on a form provided by the City Clerk. At the time of registration, the licensee shall pay a renewal fee as set forth in the Master Fee Schedule per year for each motor vehicle, trailer, cart, or other piece of mobile equipment to be utilized in the business.

§ 113.77 – SALES REGULATIONS.

Mobile food vendors shall comply with the following regulations:

(a) A mobile food vendor shall not sell nor offer to sell food from a location within 50 feet of the main entrance used by customers to enter or exit a permanent food establishment during the hours food is sold within such permanent food establishment, unless each such permanent food establishment within such area has provided written consent.

(b) A motor vehicle from which a mobile food vendor sells or offers to sell food shall not exceed 40 feet in length and 8 feet in width. A mobile food vendor selling or

offering the sale of food from or using a trailer or other auxiliary equipment shall, during such operations, keep the trailer or auxiliary equipment hitched to an operable motor vehicle towing it, unless otherwise permitted by the city in association with an authorized street show, festival, parade, block party, or similar event. An attached trailer or other auxiliary equipment shall not exceed 96 inches in width, and the combined length of the motor vehicle and trailer or auxiliary equipment shall not exceed 60 feet. The maximum dimensions in this subsection may be exceeded by a particular motor vehicle, trailer, or piece of equipment, if approved by the City Clerk upon a mobile food vendor's application for a waiver.

(c) A mobile food vendor may sell or offer to sell food from a motor vehicle at a location in a city right-of-way open to traffic or parking, but only from a motor vehicle parked in a location where a motor vehicle is authorized to park by law, signage, or city permit. Such a motor vehicle and auxiliary equipment shall not be parked at a diagonal parking space, unless specifically authorized by the City. Such a motor vehicle and auxiliary equipment shall not be parked in a parking space adjacent to the corner of a street intersection.

(d) A mobile food vendor shall not sell or offer to sell food from a location which would involve customers to be waited on or served while standing in a portion of a street being traversed by motor vehicle traffic.

(e) A mobile food vendor who sells or offers to sell food from a location on property other than a parking space or city right-of-way shall first obtain and be able to exhibit upon request written consent of the owner of such property.

(f) In the City Centre Mixed-Use Zoning District specific parking spaces in the city right-of-way will be designated for the operation of mobile food vendors. Up to three reservations of right-of-way in the District by mobile food vendors per month will be permitted to use the designated parking spaces and each mobile food vendor will be limited to two reservations of these spaces during each license year. No more than two food vendors will be allowed at the same time within the District, unless related to a city-sponsored event. Participation in any city-sponsored event shall not count towards the two annual uses of these spaces. Reservations for these designated parking spaces must be made at least 30 days prior to the date of operation. The City reserves the right to limit use of these designated spaces for mobile food vendors when it determines the spaces will be needed for parking due to other activities in City Centre.

Unless expressly allowed by the city, food trucks shall park with the order window facing the sidewalk.

(g) A mobile food vendor shall not sell nor offer to sell food from city property unless he/she possesses the written consent of the City Clerk or his/her designee.

(h) A mobile food vendor shall not sell nor offer to sell food from an area developed as single-family residential except as a caterer or otherwise for an isolated private event hosted at the sole cost of the owner of the residence for the owner's personal guests, with no public access, or an event authorized by another city permit.

(i) A mobile food vendor shall not sell nor offer to sell food from a location within an area authorized for a street show, festival, parade, block party, or similar event, or within at least 200 feet of any boundary of such authorized area, unless the mobile food vendor is in possession of the written consent of the event licensee to sell or offer to sell food from that location.

(j) A mobile food vendor shall possess and be able to exhibit his/her license under this section, all required Nebraska Department of Agriculture permits, a State of Nebraska sales tax permit or proof of sales tax exemption, and any other written consents or documentation required under this section, at all times during which the mobile food vendor is selling or offering to sell food.

(k) An authorized employee of the public works or police departments may order a mobile food vendor to move from or leave a specific location, if the operation of the mobile food vendor at that location causes an obstruction to vehicular or pedestrian traffic or otherwise endangers the health, safety, or welfare of the public. The city may tow or otherwise move a mobile food vendor's vehicle or other auxiliary equipment to another location if the vehicle or equipment presents a danger to public safety and the mobile food vendor fails to move the same. The City Clerk shall provide to the mobile food vendor a written explanation for any such order, upon written request by the mobile food vendor to the City Clerk.

(l) An individual representative of the mobile food vendor shall be present with the motor vehicle and other auxiliary equipment operated by the mobile food vendor at all times that it is parked in city right-of-way or on city property, and at all times that it is parked on private property at a location where food is or will be offered for sale.

(m) A mobile food vendor may sell or offer to sell food seven days a week, but only from 6:00 a.m. to 2:30 a.m. It shall be unlawful for a mobile food vendor to sell or offer to sell food at any other times. Notwithstanding this subsection, upon evidence of endangerment of public safety, the Chief of Police or his/her designee may further limit hours of operation for all mobile food trucks within the city, as needed for the protection of public safety, for a period of no more than 30 consecutive days at a time.

(n) A mobile food vendor during non-hours of operation shall not leave a mobile food vendor motor vehicle or trailer parked or to remain on any city property or city right-of-way, or on any private property on which any sales have taken place, or on any other private property unless parking of such vehicles or trailers is permitted under applicable zoning and other laws or regulations.

(o) A mobile food vendor using a motor vehicle shall maintain a motor vehicle liability insurance policy for such motor vehicle as required by state law and shall exhibit proof of such policy when requested.

(p) A mobile food vendor shall maintain in operable condition all fire suppression equipment or devices as required by local, state or federal law.

(q) It shall be unlawful for a mobile food vendor to sell or offer to sell alcoholic beverages or alcoholic food.

(r) A mobile food vendor shall visibly display his/her business name on his/her motor vehicle or auxiliary equipment.

(s) A mobile food vendor shall provide trash receptacles for the collection of trash and recyclable materials, in sizes sufficient to serve his/her customers. Prior to leaving a location, the mobile food vendor shall pick up and properly dispose of any trash, litter, or recyclable materials within 20 feet of the location. Receptacles and their contents shall be removed from the location for proper disposal or recycling, and contents shall not be deposited in public trash or recycling containers on city right-of-way or city property.

(t) A mobile food vendor shall not place on city right-of-way or city property any freestanding sign, table, chair, umbrella, electric generator, or other fixture or equipment; provided, that a mobile food vendor may place one identification or menu sign and one table (not for seating customers) on the sidewalk or other area directly adjacent to his/her parked motor vehicle or other equipment.

(u) A mobile food vendor shall comply with all city ordinances regulating noise.

§ 113.78 – REVOCATION OR SUSPENSION.

(a) Grounds. A license issued under this section may be revoked or suspended by the City Clerk for any of the following reasons:

- (1) Any fraud, misrepresentation, or false statement contained in the application for license;
- (2) Any fraud, misrepresentation, or false statement made in connection with the selling of food;
- (3) Any violation of this section or any applicable laws or provisions of this Code;
- (4) Conducting the business licensed under this section in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety, or general welfare of the public.

(b) Multiple violations of this section or of any similar section. The City Clerk shall revoke a license issued under this section for any mobile food vendor who on three or more separate occasions has been in violation of the provisions of this section within any consecutive 12-month period.

(c) Notice. To revoke or suspend a license, the City Clerk shall provide written notice to the license holder stating the revocation or suspension action taken, the grounds for such action, and the availability of an appeal under this section. Such notice shall be served personally upon the license holder or sent by regular U.S. mail to the license holder's permanent address as stated in his/her application.

(d) Appeal. A license holder aggrieved by the decision of the City Clerk under this section may file a written appeal with the City Administrator. The appeal shall be mailed by certified mail or hand delivered to the office of the City Administrator within fourteen calendar days from the date of service or mailing of the notice. Upon receipt of written appeal, the City Administrator will review and respond to appeal within ten calendar days.

(e) Re-application. A person whose license has been revoked under this section may not re-apply for a new license for a period of twelve months after the effective date of the revocation.

§ 113.79 – PERIODIC REVIEW.

The City Administrator may review provisions of this article annually or at such other times as the City Administrator determines necessary or advisable.

§ 113.99 – PENALTY.

It shall be unlawful for any person to violate the provisions of this section. Any person found guilty of violating any of the provisions of this section shall, upon conviction be fined a sum of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00) in addition to the penalties set forth herein.

SECTION 2. Repeal of Conflicting Provisions. Any and all Ordinances or portions thereof, which are in conflict herewith are hereby repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase

hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 4. Pamphlet form. This Ordinance shall be published in pamphlet form.

Section 5. Effective date. This Ordinance shall take effect and be in full force from and after its passage, approval and publication.

PASSED AND APPROVED THIS 16TH DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



City of La Vista
Mayor and City Council Report
June 16, 2026 Agenda

Item: D

Subject:	Type:	Submitted By:
Resolution - Approve Second Amendment - Interlocal Cooperation Agreement with City of Papillion and the Papillion Rural Fire District	Resolution	Meg Harris, Finance Director

Synopsis

A resolution has been prepared to approve an amendment to the Interlocal Cooperation Agreement with the City of Papillion and the Papillion Rural Fire Protection District related to Fire and EMS Services.

Fiscal Impact

NA.

Recommendation

Approval.

Background

Changes are being made to the MFO Interlocal Agreement to update some of the language in the agreement and to remove items related to La Vista joining the MFO that are no longer applicable. The following is a list of significant changes to the Agreement

- Extend the agreement termination date from September 30, 2033 to Sept 30, 2043
- Purchase Prior approval by Participants Governing Bodies increased from \$50,000 to \$100,000
- Any State Mutual Aid Funds received by the Rural Fire District will go back into the MFO

Attachments

1. Resolution - Amend MFO Interlocal Agreement
2. Fire Interlocal 04.02.2026 Draft_CLEAN
3. Fire Interlocal 04.02.2026 Draft_REDLINED

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPIILLION AND THE PAPIILLION RURAL FIRE PROTECTION DISTRICT RELATED TO FIRE AND EMS SERVICES.

WHEREAS, the City of Papillion (“Papillion”), the City of La Vista (“La Vista”), and the Papillion Rural Fire Protection District (“District”), all of Sarpy County, Nebraska (collectively, the “Participants”), entered into an Interlocal Cooperation Agreement, effective on October 1, 2013, to set forth the rights and responsibilities of the Participants in creating a single fire department and emergency medical service (“EMS”) for the entire geographic area encompassed within their respective boundaries as said boundaries might be adjusted from time to time, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq. (the “Fire Interlocal Agreement”); and

WHEREAS, as part of such Fire Interlocal Agreement, the Participants created a mutual finance organization, known as the Papillion Fire Protection Mutual Finance Organization (“MFO”), as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201 et seq., naming the Papillion Finance Director as the MFO Fiscal Agent (“Fiscal Agent”) to coordinate all financial matters contemplated by the Fire Interlocal Agreement; and

WHEREAS, the Participants desire to modify the terms as provided in the Second Amendment to the Interlocal Cooperation Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the Second Amendment to the Interlocal Cooperation Agreement is hereby approved.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to sign and execute the necessary documents to effectuate the terms of the Second Amendment to the Interlocal Cooperation Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 16TH DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**SECOND AMENDMENT
TO THE
INTERLOCAL COOPERATION AGREEMENT**

THIS SECOND AMENDMENT TO THE INTERLOCAL COOPERATION

AGREEMENT (hereinafter “Second Amendment” and/or “Agreement”) made this _____

day of _____, 2026 (“Effective Date”), by and between the City of Papillion (“Papillion”), the City of La Vista (hereinafter referred to as “La Vista”), and the Papillion Rural Fire Protection District (“District”) located in Sarpy County, Nebraska (collective “Participants” or singly “Party”) amends and modifies the Fire Interlocal Cooperation Agreement (hereinafter the “Fire Interlocal Agreement”) which was adopted by the Participants and made effective on October 1, 2013, and first amended through the adoption of the First Amendment to the Interlocal Cooperation Agreement (hereinafter “First Amendment”) on December 31, 2016.

RECITALS:

WHEREAS, Papillion and the District entered into an Interlocal Cooperation Agreement on December 18, 2001, to set forth the rights and responsibilities of Papillion and District in creating a single fire service for the entire geographic area encompassed within their respective boundaries, which was amended on September 17, 2008, as set forth therein (collectively the “Papillion/District Interlocal Agreement”); and

WHEREAS, La Vista joined Papillion and District as a participant in creating a single fire department and emergency medical service (“EMS”) for the entire geographic area encompassed within respective boundaries of the Participants, with said boundaries that are adjusted from time to time (“Participants’ Boundaries”); and

WHEREAS, in addition to authority under other applicable laws, the Participants, as local governmental units of the State of Nebraska, entered into an initial Fire Interlocal Cooperation Agreement (“Fire Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq., on October 1, 2013, which was first amended on December 31, 2016 (“First Amendment”), to set forth the rights and responsibilities of the Participants in creating a single fire department and EMS for the entire geographic area encompassed within the Participants’ Boundaries; and

WHEREAS, the Participants created a mutual finance organization, known as the Papillion Fire Protection Mutual Finance Organization (hereinafter “MFO”), as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201, et seq, naming the Papillion Finance Director as the MFO Fiscal Agent (“Fiscal Agent”) to coordinate all financial matters contemplated by the Fire Interlocal Agreement; and

WHEREAS, the Participants created a separate administrative entity as authorized by Neb. Rev. Stat. § 77-27,142, known as the Budget Review and Administrative Committee (hereinafter “Committee”); and,

WHEREAS on December 31, 2016, the Participants amended the original agreement to modify the terms set forth in the fourth paragraph of Paragraph 4.b of Section D. Finances, of the Fire Interlocal Agreement to allow funds which would otherwise be refunded to Participants following a “true-up” calculation of actual receipts and disbursements as compared to budget for the prior fiscal year (October 1 – September 30), to remain in the restricted MFO account to satisfy any shortages in true-up calculations for subsequent years, or for a portion to be used during the budget process to reduce necessary contributions from the Participants for the budget year.

WHEREAS, the Participants desire to again modify the terms set out in several sections of the Fire Interlocal Agreement in order to update it, to extend the terms of the Fire Interlocal Agreement beyond its original terms, and to replace the Fire Interlocal Agreement and First Amendment in their entirety with the Second Amendment.

NOW, THEREFORE, BE IT AGREED BY THE UNDERSIGNED PARTICIPANTS THAT THE INTERLOCAL COOPERATION AGREEMENT AS PREVIOUSLY AMENDED IS HEREBY AMENDED IN ITS ENTIRETY BY THIS SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT, AS FOLLOWS:

Section A. Purpose and Term.

1. Purpose. The purpose and intent of this Second Amendment to the Interlocal Cooperation Agreement (hereinafter “Agreement”) is to specify the rights and responsibilities of the Participants hereto regarding fire operations and EMS to be provided within the Participants’ Boundaries.

2. Term. This Agreement shall commence on the Effective Date and terminate on September 30, 2043. Successive, additional ten (10) year options for extension of terms and conditions of this Agreement shall be part of this Agreement, with each successive, additional ten (10) year option contingent upon approval of the Participants.

Section B. Fire Suppression and Protection and EMS Operations.

1. Fire Department Operations. The Participants, effective as of April 1, 2014 (“Operations Date”), have operated as a single fire department and EMS within the Participants’ Boundaries, as set forth below:

- a. La Vista and District shall each continue to contribute the use of its Apparatuses/EMS Units and fire department real property as set forth herein to Papillion in order for it to provide Fire Department operations for all Participants and areas within Participants’ Boundaries; and
- b. Papillion shall continue to expand its Fire Department operations and dedicate all present and future fire and EMS facilities, equipment, personnel and services to provide all fire and EMS operations and services, including but not limited to, fire suppression and protection, fire and life safety code enforcement, EMS (including advanced life support

EMS), EMS and any other billing/collection services, and related services, under this Agreement for all of the Participants and areas within Participants' Boundaries ("Fire Department operations"). This Fire Department began providing such Fire Department operations on the Operations Date and shall continue to provide such Fire Department operations for the term of this Agreement.

2. Level of Service. Papillion assumes full responsibility for the provision of all Fire Department operations within the Participants' Boundaries in accordance with this Agreement.

3. Fire Department Name, Administration and Operation. The Participants acknowledge each entity has a proud, long history of providing fire and EMS to their respective jurisdictions. In an effort to recognize that history, the Budget Review and Administrative Committee identified in Section 4 may suggest a Department name change to the respective governing bodies of each entity. All three of the Participants' governing bodies must approve any name change, by a formal public vote of the members either elected or appointed to their respective bodies. Papillion and its Fire Chief shall be vested with the full authority and responsibility for administration and operation of the Fire Department and all related activities, including management of the operational budget, equipment, Apparatuses/EMS Units, and real property entrusted for use of the Fire Department for the benefit of the Participants and the purposes set forth herein.

The Fire Chief or his or her designee shall be the primary point of contact and liaison of each Party to this Agreement and upon request shall attend meetings of governing bodies or staff of the Participants to provide updates and address any issues relating to Fire Department operations that might arise from time to time. The Fire Chief initially shall consider and attempt to resolve any issues of any Party arising under this Agreement. Any Party that is dissatisfied with proposed resolution of any issues by the Fire Chief shall have the right to submit the issues for consideration of the administrative officials of the Participants, and if still dissatisfied, with the Committee described in Section 4 below.

4. Budget Review and Administrative Committee. The Participants shall form a Budget Review and Administrative Committee ("Committee"). The Committee, working with the Fire Chief and Fiscal Agent, shall be responsible for financial oversight, preparing and recommending the budget submitted to Papillion for Fire Department operations, providing status reports, gathering feedback of Participants, and making recommendations to Papillion or the Fire Chief related to Fire Department operations. The Committee shall also be responsible for acting in an advisory capacity to the Fire Chief and Papillion in matters of administration and oversight of this Agreement and the cooperative undertaking set forth herein. Meetings of the Committee shall be held at least quarterly, unless otherwise agreed by its members. Each Party shall designate two (2) representatives to serve on the Committee. Each Party also shall designate an alternate representative to temporarily serve as needed. All representatives and alternate representatives shall serve at the pleasure of the appointing Party, and the appointing Party shall fill any vacancies in its appointments. Each of the City Administrators of La Vista and Papillion or his or her designee shall serve as an ex officio, nonvoting member of the Committee. The District may appoint an ex officio, nonvoting member to the Committee. The Papillion City Administrator, unless otherwise specified by the Committee, will serve as the Committee's Chairperson. The Papillion Fire Chief or his or her designee shall also serve on the Committee as an ex officio, nonvoting member for

the purpose of providing information and recommendations regarding the Fire Department operations budget and shall attend the scheduled meetings of the Committee. At least four (4) Committee members, including at least one (1) Committee member representing each Party to this Agreement, must be present at a meeting to constitute a quorum of the Committee to transact business. The affirmative votes of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Committee member representing each Party to this Agreement, shall be required for the Committee to act.

Notwithstanding anything in this Section 4 or elsewhere in this Agreement to the contrary, any of the following matters related to Fire Department operations, of which the related costs or expenses are to be allocable among and shared by the Participants pursuant to this Agreement, shall be subject to prior approval of the governing body of each Party to this Agreement:

- a. Acquisition of any direct or indirect interest in real property;
- b. Any budgeted or nonbudgeted expenditure, or series of related expenditures, by purchase, lease or any other method totaling \$100,000 or more, excluding any capital expenditures previously approved under f., below;
- c. Increase of 5% or more of annual budgeted or actual expenditures;
- d. Property tax levy on property within a Party's boundaries;
- e. Issuance or commitment to bonded debt, lease purchase or any similar indebtedness, financing or obligation; or
- f. Any budgeted capital improvement projects included in the Fire Department budget for the upcoming Fiscal Year.

The Committee, for the purposes of Neb. Rev. Stat. 77-27,142(3), shall be a separate administrative entity relating to public infrastructure projects, as defined in Neb. Rev. Stat. § 77-27,142(2), including without limitation the joint use and acquisition of buildings and capital or other equipment used in the operation of municipal government or to provide municipal services and specifically Fire Department operations and services. Said Committee shall be created and come into existence effective January 1, 2014. The Committee shall be responsible for assessing and making recommendations for long term development of unified governance of said public infrastructure projects with respect to the Participants, and at least every five years after this Agreement is entered the Committee shall review performance of such projects, including without limitation capital, operating and service delivery costs, effectiveness and efficiencies, with comparable paid fire departments, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

5. Equipment. The District and La Vista agree to create a schedule of, and grant Papillion full use and authority over, all fire or EMS equipment owned or leased by the District or La Vista during the term of this Agreement, subject to provisions of applicable law or leases. Papillion agrees to provide for property and casualty insurance at coverage levels at or above other Papillion property and casualty insurance coverage levels for equipment; provided however, Papillion agrees to not provide less than \$2 million per occurrence, \$5 million general aggregate and agrees to name each Party as additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with this equipment to include such costs in the operational expense of the Fire Department. Papillion agrees to use reasonable judgment and

care in using the equipment. Any sale, disposition or other transfer or conveyance (“Conveyance”) of any Party’s fire or EMS equipment, or any interest therein, pursuant to this Agreement shall be jointly recommended by the Fire Chief, the Papillion City Administrator, and chief administrative official of the owner, lessor or lessee of the equipment, and such Conveyance shall be approved by the respective Party’s governing body, if required. All of the net proceeds, if any, received from the Conveyance of such equipment, after paying to said owner, lessor or lessee the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to its financing the original acquisition cost of said equipment, shall be transferred to the Papillion Fire Protection Mutual Finance Organization (“MFO”), and used for general funding of the Fire Department. The Participants agree to enter and execute such agreements, instruments or other documents as any owner, lessor or lessee may require for use or Conveyance of equipment pursuant to this Section 5.

6. Fire Apparatuses and EMS Medic Units. The District and La Vista agree to create a schedule of, and grant Papillion full use and authority over, all fire Apparatuses/EMS Units owned or leased by the District or La Vista during the term of this Agreement, subject to provisions of applicable law or leases. Papillion agrees to provide for property and casualty insurance at coverage levels at or above other Papillion property and casualty insurance coverage levels for large apparatuses and equipment; provided however, Papillion agrees to not provide less than \$2 million per occurrence, \$5 million general aggregate and agrees to name each Party as an additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with such Apparatuses/EMS Units and to include such costs in the operational expense of the Fire Department. Papillion agrees to use reasonable judgment and care in using the Apparatuses/EMS Units. Any Conveyance of any Party’s Apparatuses/EMS Units, or any interest therein, pursuant to this Agreement shall be jointly recommended by the Fire Chief, the Papillion City Administrator, and chief administrative official of the owner, lessor or lessee of the Apparatuses/EMS Units, and such Conveyance shall be approved by the respective Party’s governing body, if required. All of the net proceeds, if any, received from the Conveyance, after paying to said owner, lessor or lessee the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to its financing the original acquisition cost of said Apparatuses/EMS Units, shall be transferred to the MFO, and used for general funding of the Fire Department. The Participants agree to enter and execute such agreements, instruments or other documents as any owner, lessor or lessee may require for use or Conveyance of Apparatuses/EMS Units pursuant to this Section 6.

7. Real Property. The Participants acknowledge that there are two (2) types of real property interests as indicated on Exhibit “A”, leased property and non-leased property, the use of which is being provided under this Agreement for the purposes stated herein. The Participants agree that Exhibit “A” shall be amended from time to time hereafter to include any real property interests or improvements acquired, improved or devoted after the Effective Date of this Agreement for Fire Department operations. With regard to leased property, the Participants shall grant Papillion full use and authority over its respective leased property, subject to provisions of applicable law or leases, for the term of the applicable leases. With regard to non-leased property, the Participants shall allow the use of all real property now or hereafter identified in Exhibit “A”, attached hereto, subject to applicable law. The Participants desire, if economically and legally feasible and advisable, that non-leased property ultimately will be conveyed and directly or indirectly united in

shared ownership for the mutual benefit of the Participants pursuant to this Agreement. Accordingly, the Participants, in consultation with the Committee and legal and economic advisors of the Participants, will reasonably assess and determine the feasibility and advisability of such conveyances and unity of ownership and take further action, if deemed appropriate and agreed to by the Participants.

Papillion agrees to provide for property and casualty insurance satisfactory to the Participants at current replacement cost and general liability coverage at the same levels or higher than other Papillion real property provided however Papillion agrees to provide at least \$2 million per occurrence, \$5 million general aggregate and agrees to name each Party as an additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with such real property and to include such costs in the operational expense of the Fire Department.

Any Conveyance of any Party's real property, or any interest therein, pursuant to this Agreement, shall be jointly recommended by the Fire Chief, Papillion City Administrator, and chief administrative official of the owners, lessors and lessees of the real property, and such Conveyance shall require approval of all of the Participants' governing bodies. All of the net proceeds, if any, received from the disposition of such real property, after paying to the Party that is the owner or lessee of the real property the amount necessary to satisfy said Party's remaining indebtedness, lease payments or other obligations related to its financing the original acquisition of said real property, and unless otherwise specified by said Party, shall be transferred to the MFO, and used for general funding of the Fire Department.

Any Conveyance of jointly held real property, or any interest therein, pursuant to this Agreement, shall be jointly recommended by the Fire Chief and Papillion City Administrator, and such Conveyance shall require approval of all of the Participant's governing bodies. All of the net proceeds, if any, received from the disposition of such real property, after paying the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to financing the original acquisition of said real property, shall be transferred to the MFO, and used for general funding of the Fire Department.

The Participants agree to enter and execute such leases or other agreements, instruments or documents as any owner, lessor or lessee may require for use or Conveyance of any real property interests described in Section 7.

La Vista's building and grounds department will provide normal operating maintenance of real property used in Fire Department operations located in La Vista, which maintenance will include regular trash removal, lawn and landscape upkeep and snow removal. In addition, La Vista will continue to operate the building energy management system in use for Fire Station 4 on and after the Effective Date for the term of this Agreement so long as said system is in use by La Vista. Costs incurred by La Vista for the real property used in Fire Department operations on or after the Operations Date pursuant to this paragraph shall be reimbursed by Papillion as billed by La Vista, and included in the annual budget and allocated among the participants as shared expenses of Fire Department operations pursuant to this Agreement.

8. Civil Service. All present and future sworn positions within the Fire Department shall be employees of Papillion and subject to the collective bargaining agreement between Papillion and the Professional Firefighters Association of Papillion, Local No. 3767, and the Rules and Regulations of the Papillion Civil Service Commission and the Nebraska Civil Service Act, Neb. Rev. Stat. § 19-1826, et seq.

9. Training. Papillion shall assure that all mandated training or training required to meet the level of services required by this Agreement is provided, as appropriate, on an ongoing basis to the Fire Department employees.

Section C. Mutual Finance Organization.

1. The Participants hereby create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. §35-1201, et seq. This mutual finance organization shall be known as the Papillion Fire Protection Mutual Finance Organization or MFO, or the name consistent with the name of the Fire Department.

2. The City of Papillion Finance Director shall serve as the MFO Fiscal Agent, who, in consultation with the Committee and chief financial official of each Party, shall act for the joint and mutual benefits of the member Participants under this Agreement. The MFO shall not acquire or hold any property other than public funds for distribution to the Fire Department hereunder. Any property purchased with MFO funds shall be jointly owned by the Participants.

3. General Powers and Duties. The duties of the MFO shall be:

- a. To transact any necessary business for financing the operations and equipment needs of the Fire Department or MFO.
- b. To have charge and custody of and manage all funds of the MFO for the purposes set forth in this Agreement; and
- c. The District may seek funding from the Nebraska Mutual Finance Assistance Fund (hereinafter "Fund") as an individual Fire Protection District if they meet the assumed population thresholds in the Mutual Finance Assistance Act. Any other member of the MFO may apply for assistance from potential funding organizations or funds, if eligible.
- d. If the District's application for aid from the Fund is approved, any aid awarded and received by the District during the fiscal year which it was applied for, will be transferred from the District to the MFO's capital purchases account after the District's Fiscal Year that the aid was received in ends, and after October 1st of the following MFO's Fiscal Year.

The MFO is authorized to prepare and submit a timely application to the Fund or any other funding, if any, for the maximum assistance available to the MFO. The MFO is authorized to do all things necessary and proper to obtain funding assistance, including signing applications and

receiving funds without further or additional authorization of the individual parties to this Agreement.

Section D. Finances.

1. Property Tax Levy. The Participants hereby agree to levy a general fund property tax at an equal rate, as determined by unanimous agreement of the Participants, on each \$100 taxable valuation of the property subject to levy within their respective boundaries for the purpose of jointly funding the single Fire Department operations by the Participants. For purposes of this Section 1, the agreed levy of each Party will be the portion of said Party's general fund levy to pay said Party's allocable share of Fire Department operations as determined pursuant to this Agreement. The Participants prior to September 1st of each year shall agree upon the general fund tax rate. The agreed upon property tax rate shall be in addition to agreed levies for each Party's allocable share of bonded indebtedness and lease-purchase contracts in existence on July 1, 1998, or of other Bond Fund Expenses not paid by the general fund levy, as determined pursuant to this Agreement.

2. Rural Fire District Levy Limitation. The Participants hereby acknowledge current Nebraska State Law limits the levy authority of the Rural Fire District. If, in the event the expense to effectuate this Agreement exceeds the Rural Fire District's levy authority, the Cities of Papillion and La Vista shall have the option to either fund the additional expenses or reduce the overall expenses associated with the Agreement to equalize the levy. The Rural Fire District agrees to request an adequate levy to fund their annual pro rata portion of the expenses or the maximum levy authority granted by state law during the term of this Agreement. The Rural Fire District also agrees to utilize any reserve accounts and assets, to the extent allowed by law and within Generally Accepted Accounting Procedures, to meet their financial obligations pursuant to this Agreement.

3. Fiscal Agent. The City of Papillion Finance Director shall be the fiscal agent ("Fiscal Agent") for the purposes stated herein and shall be responsible for coordinating all financial matters contemplated in this Agreement on behalf of the Participants. Each Party to this Agreement during normal business hours shall be provided access and have the right to inspect Fiscal Agent's records and other information related to this Agreement, and Fiscal Agent shall provide such reports, records or other information as any Party may from time to time request. Any Party at its cost may from time to time request an audit of Fiscal Agent records related to this Agreement.

4. Administration and Distribution of Funds. Administration and distribution of funds will be as follows:

- a. Annual Budget Process. The Fire Chief and Papillion shall make every effort to prepare a proposed general fund, bond fund and any expense budgets for presentation to the Committee for its review and recommendation by June 1st but no later than July 1st each year. Every effort will be made for the Committee to meet before June 21st but no later than July 1st each year to review the Fire Chief's and Papillion's proposed general fund, bond fund and any expense budgets and make recommendations for approval or denial, or adjustments to such budgets. Thereafter, the Fire Chief and Papillion will prepare the Fire Department budget for the Fiscal Agent for inclusion in Papillion's annual budget

for presentation and approval by the Papillion City Council, including the Committee's recommendations of approval or adjustments.

Every effort will be made to have this budget authorization process completed prior to July 1st each year, provided that it shall be completed no later than July 15th each year, to allow the Participants to initiate their budget process, unless an earlier date is necessary to meet the timelines established by Nebraska statutes, which may be amended from time-to-time.

- b. Proportionate Share of Expenditures. Each Participant is responsible for its proportionate share of all actual expenditures for Fire Department operations. Budgeted and actual expenditures for Fire Department operations will include each Party's debt service, lease payments or other obligations coming due in the particular fiscal year on any lease purchase, bonded or other acquisition indebtedness, obligation or refinancing of any real property, Apparatuses/EMS Units, or other fire or EMS assets or equipment of the Party on the Effective Date and provided for use under this Agreement ("Existing Indebtedness"). The proportionate share of expenditures to be provided by each Participant will be determined as follows: The total Fire Department budget expenses, minus any funds obtained from the Fund, minus the anticipated EMS or other billing revenue, minus any miscellaneous income within the MFO general funds. The remaining expenses after this calculation will be apportioned to each Participant based on the percentage of total certified property tax valuation attributed to each Participant. The Participants each shall set a portion of its general fund levy at the rate the Participants approved as appropriate to net sufficient revenue to pay each Party's respective share of the general fund expenses of Fire Department operations as budgeted in accordance with this Agreement, after maximum collection and delinquent tax fees pertinent to the Participants. In addition, Existing Indebtedness and any expenses related to bonded or other acquisition indebtedness, obligations or refinancing pursuant to this Agreement for assets acquired after the Operations Date in accordance to this Agreement for Fire Department operations (collectively "Bond Fund Expenses"), will be provided for by the setting of a portion of a Party's bond fund or other levy at a rate the Participants approve, or allocation of other revenue sources, as appropriate to net sufficient revenue to pay the Party's share of the Bond Fund Expenses after maximum collection and delinquent tax fees pertinent to the Participants for the revenue source used. The Participants' relative shares of Bond Fund Expenses shall be determined and allocated in the same manner as described above with respect to general fund expenses, based on each Party's certified property tax valuations as a percentage of total certified property tax valuations of all Participants. The final portion of the general fund or other levies agreed to by the Participants to pay each Party's allocable share of costs of Fire Department operations will be established after the certified valuation date and prior to September 1st of each year, unless an earlier date is necessary to meet the timelines established by Nebraska statutes, which may be amended from time-to-time.

If Papillion or La Vista annexes property within its jurisdiction, then the share of operational costs with respect to the annexed areas shall be apportioned to the annexing Party based upon the certified property tax valuation of property within the annexed area

with respect to which (and limited to the extent) the Party actually receives levied assessments for the purpose of jointly funding the Fire Department operations and EMS.

The distribution of funds will be as follows: The Fiscal Agent will maintain an account specifically for the purpose of receiving and dispersing funds of the MFO. This account will be referred to as the operating account. The Fiscal Agent shall also maintain an account specifically for capital purchases. By the 10th of each month of the fiscal year, October 1 through September 30, the Participants will transfer one/twelfth (1/12) of their respective shares of the annual budgeted financial commitment for all expenses, general, bond and miscellaneous, to the designated operating account. If there is a significant change in the respective shares of the annual budgeted financial commitment for all general, bond and miscellaneous expenses to the Participants due to unusually large increases to any Participant from new valuations of personal property in the Participant's jurisdiction, that Participant will be allowed to delay monthly transfers of general, bond and miscellaneous expenses due to this share change until the first half of the property taxes are due in the MFO Fiscal Year (currently April 15th). That Participant will be required to transfer one/twelfth (1/12) of their respective shares of the annual budgeted financial commitment for all general, bond and miscellaneous expenses due from all other property taxes, except personal property, in the months of October 1 through March 31, as usual. The total amount of the delayed payments will be transferred by May 10th to the designated operating account. By the 15th of each month of the fiscal year, October 1 through September 30, the Fiscal Agent will electronically transfer one/twelfth (1/12) of the respective shares of annual budgeted expenses to the designated Participants' account appropriate for the payment of the expenses. At no time will funds be transferred to a Participant until said Participant has paid their monthly amount. The one/twelfth (1/12) received for the purpose of funding capital expenditures will be moved to the capital account. The MFO shall monthly reimburse Papillion for capital purchases paid during the month from the capital account. Papillion will collect EMS fees directly. Interest accumulated in the MFO account will be used in subsequent fiscal years as miscellaneous income to the benefit of the Participants. The Participants' own cash reserves or other revenue sources will cover cash flow shortfalls during the fiscal year of the Participants. The Fiscal Agent, as soon as practicable, shall give the Participants advance notice of any projected cash flow shortfalls. The Fiscal Agent of the MFO will provide quarterly financial reports to the Participants.

In December, the Fiscal Agent shall provide each Participant with a "true-up" calculation of actual receipts and disbursements as compared to budget for the prior fiscal year (October 1 – September 30). If, as a result of the calculation, a Participant would be due a refund associated with the true-up (the "true-up funds"), such true-up funds shall remain in the restricted MFO account. The true-up funds would be available to satisfy any shortages in true-up calculations for subsequent years. The Parties to this Agreement may also choose to use a portion of the true-up funds remaining in the restricted MFO account during the budget process, thereby reducing the necessary contributions from the Parties for that budgetary year.

c. Annexation of District Valuation. In consideration of Papillion or La Vista sharing future bonded or other acquisition indebtedness or obligation payments for Fire Department operations, the District will excuse the partial annexation agreement payments due to the District, if any, from Papillion or La Vista. Further, the District agrees to not require Papillion or La Vista to make similar payments during the term of this Agreement for any annexations with effective dates during the term of this Agreement. The District will appropriately enter into partial annexation agreements with any other city that annexes portions of the District. Payments that are made from these agreements, during the term of this Agreement, to the District will be used as miscellaneous income in calculating funding levels as described in this Section. In the event that any other such city makes a payment that is a lump sum instead of installments for the term of the bond or other acquisition indebtedness or obligations, that lump sum will be considered to have been made as installments and amortized over the term of the indebtedness or obligations it is related to.

Section E. Annexations Outside of Current Response Area

1. From time-to-time it may be necessary for Papillion or La Vista to annex territory outside of the current Response Area and enter into partial annexation agreements with rural or suburban fire protection districts other than the District (hereinafter “Annexing City”). In such circumstances, the Annexing City will provide the MFO with the Intent to Annex Notification prior to the time of publication. The partial annexation agreement between the Annexing City and the outside rural or suburban fire protection district remains the responsibility of the Annexing City and is not the obligation of the MFO.

Section F. Termination by Material Breach or by Agreement.

1. Termination by Material Breach. A Party or Parties shall have the option to terminate this Agreement with respect to any other Party that commits a material breach of this Agreement. A Party or Parties seeking to terminate this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (“Termination Transition Period”), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants reasonably deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section E. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party’s obligation for payment of its proportionate share under this Agreement shall terminate with respect to all payments of the Party due after the effective date of termination; provided, however, the

terminating Party shall remain obligated for all payments of the Party under this Agreement that were due before the effective date of the termination.

2. Termination by Agreement. Unless terminated due to a material breach by a Party, or by the written consent of all Participants to terminate this Agreement (“Complete Termination”), this Agreement shall not terminate before the end of the initial or any subsequent term.

3. Continuation of Fire Department Operations and EMS. Upon the termination of any Party from this Agreement, such Party shall assume full responsibility for the administration of Fire Department operations within its respective boundaries upon the effective date of such termination. The termination of a Party to this Agreement shall not terminate the Agreement in regard to the remaining Parties, and such Agreement shall remain in effect for such Parties for the remainder of the term of this Agreement or as otherwise provided herein.

4. Distribution of Assets upon Termination.

- a. Complete Termination of Agreement by Participants. Upon Complete Termination of this Agreement, unless otherwise agreed upon by all Participants, all property contributed to or acquired by the Fire Department during and under the terms of this Agreement shall be disposed of in the following manner:
 - i. All jointly held vehicles, equipment and other personal property acquired during the term of this Agreement shall be sold in an arm’s length sale to an unrelated third party, unless otherwise agreed to by the Participants; and
 - ii. All vehicles, equipment and other personal property contributed by and titled to a Party or Participants for use pursuant to this Agreement shall be returned to the respective Party or Participants; and
 - iii. All interests in jointly held real property acquired during this Agreement shall be sold in an arm’s length sale to an unrelated third party, unless otherwise agreed to by the Participants; and
 - iv. All interests in real property contributed by and titled to a Party or Participants for use pursuant to this Agreement shall be returned to the respective Party or Participants; and
 - v. All unexpended funds or reserves in the MFO account collected during the term of this Agreement, receivable or otherwise existing under this Agreement, shall be distributed based on the Party’s proportionate share of overall expenditures existing on the day prior to termination.

- b. Termination of Any Party by Material Breach or Agreement. In the event of termination, if any, by any Party either by agreement or material breach, this Agreement shall remain in effect with respect to the remaining Parties. The terminating Party's interest in assets under this Agreement shall be distributed as follows, unless otherwise agreed by the terminating Party and remaining Parties:
- i. The terminating Party will receive all vehicles, equipment and other personal property and all interests in real property titled to such Party that was contributed to the Fire Department by such terminating Party for use pursuant to this Agreement;
 - ii. The terminating Party will receive a proportionate share of the current value of all vehicles, equipment and other personal property and of all interests in real property jointly held that was acquired during the term of this Agreement. The remaining Participants shall have the option to distribute such proportionate share on an installment basis over a twenty-four (24) month period following termination of this Agreement. Current value shall be determined by qualified appraisers selected by agreement of the terminating Party and remaining Parties; or in the absence of agreement, then by the average of the appraisals of each item, with one appraiser appointed by the terminating Party and one appraiser appointed by the remaining Parties. The terminating Party's proportionate share shall be its share of expenditures existing on the day prior to the termination; and
 - iii. The terminating Party's share of unexpended funds or reserves in the MFO account collected during the term of this Agreement, receivable or otherwise existing under this Agreement, shall be distributed to the terminating Party based on its proportionate share of overall expenditures existing on the day prior to termination.

Notwithstanding any provision of this Agreement to the contrary the Participants, acknowledging the unique and critical nature of this Agreement and need to ensure continued, uninterrupted delivery of fire, EMS and related services to each of the Participants, agree that, in the event of a breach, there would not be an adequate remedy at law, and accordingly any Party shall have the right to enforce this Agreement by specific performance.

Section G. Miscellaneous Provisions.

1. Effect of Agreement. This Agreement shall supplement and not replace or modify the terms of any mutual assistance agreements or interlocal cooperation agreements among the Participants or any of them in effect upon the date of this Agreement; provided, however, (a) Papillion and District intend for this Agreement to revoke the Papillion/District Interlocal

Agreement in its entirety as of the Operation Date of this Agreement, (b) Papillion and District intend that any terms or provisions in conflict as between the Papillion/District Interlocal Agreement and this Agreement prior to such revocation, including but not limited to the proportionate share of expenses, shall be governed by the terms of this Agreement, and (c) La Vista and District designate Papillion to carry out, and Papillion assumes and agrees to carry out, any covenant or obligation under any mutual assistance or interlocal cooperation agreement of District or La Vista to provide mutual assistance or interlocal cooperation agreement of District or La Vista to provide mutual assistance, fire, EMS or related operations, services, or support.

2. Separate Legal Entities. This Agreement shall not be construed to have created a separate legal entity.

3. Indemnification. Each Party agrees to release, indemnify and hold harmless (“Indemnifying Party”) each other Party (“Indemnified Party”) and said Indemnified Party’s officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs, and expenses whatsoever arising out of or resulting from the negligence, acts, or omissions of the Indemnifying Party, or the officers, officials, employees, agents, or contractors of the Indemnifying Party.

4. Governmental Subdivision. Except as provided herein, each Party shall maintain its autonomy and indebtedness as a governmental subdivision. This Agreement shall not relieve any Party of any obligations or responsibility imposed upon it by law except to the extent of actual and timely performance by Papillion as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.

5. Modifications. That no modification, termination or amendment of this Agreement may be made except by written agreement signed by all of the Participants.

6. Severability. In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

7. Entire Agreement. Except as otherwise provided in Section G.1 of this Agreement, the entire agreement between the Participants hereto is contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by Participants subsequent to the date hereof. All schedules, and exhibits referenced in this Agreement, and all lease or sublease agreements, documents of transfer or conveyance and other documents or instruments now or hereafter adopted or executed by any of the Participants to carry out this Agreement shall be incorporated into and become part of this Agreement by this reference.

8. Assignment. This Agreement may not be assigned by any Party without express written consent of the Participants; provided, however, in the event that the Fire Department consolidates with any other fire department this Agreement, at the option of the Participants, may be assigned to the newly created fire department. Fire Department consolidation requires the Participants

unanimous approval.

9. Further Assurances. From and after the Effective Date of this Agreement, the Participants agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Party, at any time and from time to time, upon request by any other Party and without further consideration, shall take or cause to be taken such actions and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Parties, without increasing or extending any cost, duty or liability of the responding Party.

10. Further Authorization. The Mayors of Papillion and La Vista and President of the District each shall be authorized to take all further actions to carry out the terms and conditions of this Agreement, including without limitation, executing such leases, agreements, instruments or other documents as said Mayors or President determine necessary or appropriate.

11. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

12. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each Party agrees that it and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) one or more of the Participants is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the Participants.

13. Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Participants agree that any Party shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

[End of Document]

CITY OF PAPILLION
A Municipal Corporation

Date: _____

David P. Black, Mayor

Attest:

Nicole Brown, City Clerk

PAPILLION RURAL FIRE DISTRICT

Date: _____

Don Roberts, President

Attest:

Jim Vecchio, Secretary

CITY OF LA VISTA
A Municipal Corporation

Date: _____

Douglas Kindig, Mayor

Attest:

Rachel Carl, City Clerk

Date: _____

Interlocal Cooperation Agreement
 Fire Department - Real Property
Exhibit "A"

(Revised through Approval of Second Amendment to the Agreement)

Fire Station and Address	Legal Description	Title Holder or Leaseholder Prior to Effective Date of Initial Interlocal Cooperative Agreement	Title Holder or Leaseholder After Effective Date of Interlocal Cooperative Agreement - Ultimate Objective	Outstanding Bonds
Fire Station 3 146 N. Adams St. Papillion, NE 68046	LOTS 1 & 2 BLOCK 16 PAPILLION	Papillion Volunteer Fire Department, Inc. (Title Holder) City of Papillion (Leaseholder)	City of Papillion (Title Holder)	No
Fire Station 2 11749 S. 108 St. Papillion, NE 68046	DAM SITE 20 33-14-12 and TAX LOT 8 32-14-12	City of Papillion (Title Holder)	City of Papillion (Title Holder)	No
Fire Station 4* 8110 Park View Blvd. La Vista, NE 68128	LOT 1 LA VISTA CIVIC CENTER	City of La Vista (Title Holder)	City of La Vista (Title Holder)	No
Fire Station 110727 Chandler Rd. La Vista, NE 68128	LOT 246A VAL VISTA	City of La Vista Facilities Corporation (Title Holder) City of La Vista (Leaseholder)	City of La Vista (Title Holder)	Yes (Final Payment: 12/15/2026)

*Only first level of Fire Station 4 is provided for use under this Agreement. La Vista retains the second level of Fire Station 4 for its independent use apart from this Agreement. In addition to other allocable costs, a share of utility and other operating costs of Fire Station 4 will be apportioned to Fire Department operations under this Agreement pro rata, based on square footage of Fire Station 4 designated for Fire Department operations, and paid by Papillion when billed by La Vista, which costs will be allocated among and paid by the Participants as shared costs under this Agreement.

SECOND AMENDMENT
TO THE
INTERLOCAL COOPERATION AGREEMENT

THIS SECOND AMENDMENT TO THE INTERLOCAL COOPERATION

AGREEMENT (hereinafter “Second Amendment” and/or “Agreement”) ~~is effective on October 1, 2013~~ made this

day of, 2026 (“Effective Date”), by and between the City of Papillion (“Papillion”), the City of La Vista (hereinafter referred to as “La Vista”), and the Papillion Rural Fire Protection District (“District”) located in Sarpy County, Nebraska (collective “Participants” or singly “Party”) amends and modifies the Fire Interlocal Cooperation Agreement (hereinafter the “Fire Interlocal Agreement”) which was adopted by the Participants and made effective on October 1, 2013, and first amended through the adoption of the First Amendment to the Interlocal Cooperation Agreement (hereinafter “First Amendment”) on December 31, 2016.

WITNESSETH RECITALS:

WHEREAS, Papillion and the District entered into an Interlocal Cooperation Agreement on December 18, 2001, to set forth the rights and responsibilities of Papillion and District in creating a single fire service for the entire geographic area encompassed within their respective boundaries, which was amended on September 17, 2008, as set forth therein (collectively the “Papillion/District Interlocal Agreement”); and

WHEREAS, La Vista ~~wishes to joined~~ Papillion and District as a participant in creating a single fire department and emergency medical service (“EMS”) for the entire geographic area encompassed within respective boundaries of the Participants, ~~as with~~ said boundaries ~~might be that are~~ adjusted from time to time (“Participants’ Boundaries”); and

WHEREAS, in addition to authority under other applicable laws, the Participants, as local governmental units of the State of Nebraska, ~~may entered~~ into an initial Fire Interlocal Cooperation Agreement (“Fire Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq., on October 1, 2013, which was first amended on December 31, 2016 (“First Amendment”), to set forth the rights and responsibilities of the Participants in creating a single fire department and EMS for the entire geographic area encompassed within the Participants’ Boundaries; and

WHEREAS, the Participants ~~desire to created~~ a mutual finance organization, known as the Papillion Fire Protection Mutual Finance Organization (hereinafter “MFO”), as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201, et seq.; naming the Papillion Finance Director as the MFO Fiscal Agent (“Fiscal Agent”) to coordinate all financial matters contemplated by the Fire Interlocal Agreement; and

WHEREAS, the Participants ~~desire to create~~ a separate administrative entity as authorized by Neb. Rev. Stat. § 77-27,142, known as the Budget Review and Administrative Committee (hereinafter “Committee”); and, -

WHEREAS on December 31, 2016, the Participants amended the original agreement to modify the terms set forth in the fourth paragraph of Paragraph 4.b of Section D. Finances, of the Fire Interlocal Agreement to allow funds which would otherwise be refunded to Participants following a “true-up” calculation of actual receipts and disbursements as compared to budget for the prior fiscal year (October 1 – September 30), to remain in the restricted MFO account to satisfy any shortages in true-up calculations for subsequent years, or for a portion to be used during the budget process to reduce necessary contributions from the Participants for the budget year.

WHEREAS, the Participants desire to again modify the terms set out in several sections of the Fire Interlocal Agreement in order to update it, to extend the terms of the Fire Interlocal Agreement beyond its original terms, and to replace the Fire Interlocal Agreement and First Amendment in their entirety with the Second Amendment.

NOW, THEREFORE, BE IT AGREED BY THE UNDERSIGNED PARTICIPANTS THAT THE INTERLOCAL COOPERATION AGREEMENT AS PREVIOUSLY AMENDED IS HEREBY AMENDED IN ITS ENTIRETY BY THIS SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT, AS FOLLOWS:

Section A. Purpose and Term.

1. Purpose. The purpose and intent of this Second Amendment to the Interlocal Cooperation Agreement (hereinafter “Agreement”) is to specify the rights and responsibilities of the Participants hereto regarding fire operations and EMS to be provided within the Participants’ Boundaries.

2. Term. This Agreement shall commence on the Effective Date and terminate on September 30, 2033~~43~~. Successive, additional ten (10) year options for extension of terms and conditions of this Agreement shall be part of this Agreement, with each successive, additional ten (10) year option contingent upon approval of the Participants.

Section B. Fire Suppression and Protection and EMS Operations.

1. Fire Department Operations. The Participants, effective as of April 1, 2014 (“Operations Date”), ~~shall have~~ operated as a single fire department and EMS within the Participants’ Boundaries, as set forth below:

- a. ~~La Vista and District, on and after the Effective Date and until the Operations Date (“Transition Period”), shall each contribute funding and use of its fire or EMS equipment, and fire apparatuses, EMS medic units and other fire or EMS vehicles (collectively “Apparatuses/EMS Units”), and fire department real property as set forth herein to Papillion for Fire Department training purposes in preparation for the operation of a single Fire Department and EMS; and~~

b. La Vista and District, ~~on and after the Operations Date,~~ shall each continue to contribute the use of its Apparatuses/EMS Units and fire department real property as set forth herein to Papillion in order for it to provide Fire Department operations for all Participants and areas within Participants' Boundaries; and

eb. Papillion, ~~on and after the Operations Date,~~ shall continue to expand its Fire Department operations and dedicate all present and future fire and EMS facilities, equipment, personnel and services to provide all fire and EMS operations and services, including but not limited to, fire suppression and protection, fire and life safety code enforcement, EMS (including advanced life support EMS), EMS and any other billing/collection services, and related services, under this Agreement for all of the Participants and areas within Participants' Boundaries ("Fire Department operations"). This Fire Department ~~shall be prepared and begin began~~ providing such Fire Department operations on the Operations Date and shall continue to provide such Fire Department operations for the term of this Agreement.

2. Level of Service. Papillion ~~shall~~ assumes full responsibility for the provision of all Fire Department operations within the Participants' Boundaries in accordance with this Agreement.

3. Fire Department Name, Administration and Operation. The Participants acknowledge each entity has a proud, long history of providing fire and EMS to their respective jurisdictions. In an effort to recognize that history, the Budget Review and Administrative Committee identified in Section 4 may suggest a Department name change to the respective governing bodies of each entity. All three of the Participants' governing bodies must approve any name change, by a formal public vote of the members either elected or appointed to their respective bodies. Papillion and its Fire Chief shall be vested with the full authority and responsibility for administration and operation of the Fire Department and all related activities, including management of the operational budget, equipment, Apparatuses/EMS Units, and real property entrusted for use of the Fire Department for the benefit of the Participants and the purposes set forth herein.

The Fire Chief or his or her designee shall be the primary point of contact and liaison of each Party to this Agreement and upon request shall attend meetings of governing bodies or staff of the Participants to provide updates and address any issues relating to Fire Department operations that might arise from time to time. The Fire Chief initially shall consider and attempt to resolve any issues of any Party arising under this Agreement. Any Party that is dissatisfied with proposed resolution of any issues by the Fire Chief shall have the right to submit the issues for consideration of the administrative officials of the Participants, and if still dissatisfied, with the Committee described in Section 4 below.

4. ~~Annual Budget Process~~ Budget Review and Administrative Committee. The Participants shall form a Budget Review and Administrative Committee ("Committee"). The Committee, working with the Fire Chief and Fiscal Agent, shall be responsible for financial oversight, preparing and recommending the budget submitted to Papillion for Fire Department operations, providing status reports, gathering feedback of Participants, and making recommendations to Papillion or the Fire Chief related to Fire Department operations. The Committee shall also be responsible for acting in an advisory capacity to the Fire Chief and Papillion in matters of

administration and oversight of this Agreement and the cooperative undertaking set forth herein. Meetings of the Committee shall be held at least quarterly, unless otherwise agreed by its members. Each Party shall designate two (2) representatives to serve on the Committee. Each Party also shall designate an alternate representative to temporarily serve as needed. All representatives and alternate representatives shall serve at the pleasure of the appointing Party, and the appointing Party shall fill any vacancies in its appointments. Each of the City Administrators of La Vista and Papillion or his or her designee shall serve as an ex officio, nonvoting member of the Committee. The District may appoint an ex officio, nonvoting member to the Committee. The Papillion City Administrator, unless otherwise specified by the Committee, will serve as the Committee's Chairperson. The Papillion Fire Chief or his or her designee shall also serve on the Committee as an ex officio, nonvoting member for the purpose of providing information and recommendations regarding the Fire Department operations budget and shall attend the scheduled meetings of the Committee. At least four (4) Committee members, including at least one (1) Committee member representing each Party to this Agreement, must be present at a meeting to constitute a quorum of the Committee to transact business. The affirmative votes of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Committee member representing each Party to this Agreement, shall be required for the Committee to act.

Notwithstanding anything in this Section 4 or elsewhere in this Agreement to the contrary, any of the following matters related to Fire Department operations, of which the related costs or expenses are to be allocable among and shared by the Participants pursuant to this Agreement, shall be subject to prior approval of the governing body of each Party to this Agreement:

- a. Acquisition of any direct or indirect interest in real property;
- b. Any budgeted or nonbudgeted expenditure, or series of related expenditures, by purchase, lease or any other method totaling ~~\$50,000-\$100,000~~ or more, excluding any capital expenditures previously approved under f., below;
- c. Increase of 5% or more of annual budgeted or actual expenditures;
- d. Property tax levy on property within a Party's boundaries; ~~or~~
- e. Issuance or commitment to bonded debt, lease purchase or any similar indebtedness, financing or obligation; or
- f. Any budgeted capital improvement projects included in the Fire Department budget for the upcoming Fiscal Year.

The Committee, for the purposes of Neb. Rev. Stat. 77-27,142(3), shall be a separate administrative entity relating to public infrastructure projects, as defined in Neb. Rev. Stat. § 77-27,142(2), including without limitation the joint use and acquisition of buildings and capital or other equipment used in the operation of municipal government or to provide municipal services and specifically Fire Department operations and services. Said Committee shall be created and come into existence effective January 1, 2014 ~~or on such other date as agreed by the chief administrative officials of the Participants~~. The Committee shall be responsible for assessing and making recommendations for long term development of unified governance of said public infrastructure projects with respect to the Participants, and at least every five years after this Agreement is entered the Committee shall review performance of such projects, including without limitation capital, operating and service delivery costs, effectiveness and efficiencies, with

comparable paid fire departments, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

5. Equipment. The District and La Vista agree to create a schedule of, and grant Papillion full use and authority over, all fire or EMS equipment owned or leased by the District or La Vista during the term of this Agreement, subject to provisions of applicable law or leases. Papillion agrees to provide for property and casualty insurance at coverage levels at or above other Papillion property and casualty insurance coverage levels for equipment; provided however, Papillion agrees to not provide ~~satisfactory to the Participants of not~~ less than \$2 million per occurrence, \$5 million general aggregate and agrees to name ~~ing~~ each Party as additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with this equipment to include such costs in the operational expense of the Fire Department. Papillion agrees to use reasonable judgment and care in using the equipment. Any sale, disposition or other transfer or conveyance (“Conveyance”) of any Party’s fire or EMS equipment, or any interest therein, pursuant to this Agreement shall be jointly recommended by the Fire Chief, the Papillion City Administrator, and chief administrative official of the owner, lessor or lessee of the equipment, and such Conveyance shall be approved by the respective Party’s governing body, if required. All of the net proceeds, if any, received from the Conveyance of such equipment, after paying to said owner, lessor or lessee the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to its financing the original acquisition cost of said equipment, shall be transferred to the Papillion Fire Protection Mutual Finance Organization (“MFO”), and used for general funding of the Fire Department. The Participants agree to enter and execute such agreements, instruments or other documents as any owner, lessor or lessee may require for use or Conveyance of equipment pursuant to this Section 5.

6. Fire Apparatuses and EMS Medic Units. The District and La Vista agree to create a schedule of, and grant Papillion full use and authority over, all fire Apparatuses/EMS Units owned or leased by the District or La Vista during the term of this Agreement, subject to provisions of applicable law or leases. Papillion agrees to provide for property and casualty insurance at coverage levels at or above other Papillion property and casualty insurance coverage levels for large apparatuses and equipment; provided however, Papillion agrees to not provide ~~satisfactory to Participants of not~~ less than \$2 million per occurrence, \$5 million general aggregate and agrees to name ~~ing~~ each Party as an additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with such Apparatuses/EMS Units and to include such costs in the operational expense of the Fire Department. Papillion agrees to use reasonable judgment and care in using the Apparatuses/EMS Units. Any Conveyance of any Party’s Apparatuses/EMS Units, or any interest therein, pursuant to this Agreement shall be jointly recommended by the Fire Chief, the Papillion City Administrator, and chief administrative official of the owner, lessor or lessee of the Apparatuses/EMS Units, and such Conveyance shall be approved by the respective Party’s governing body, if required. All of the net proceeds, if any, received from the Conveyance, after paying to said owner, lessor or lessee the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to its financing the original acquisition cost of said Apparatuses/EMS Units, shall be transferred to the MFO, and used for general funding of the Fire Department. The Participants agree to enter and execute such agreements, instruments or other documents as any owner, lessor or lessee may require for use or Conveyance of Apparatuses/EMS Units pursuant to this Section 6.

~~La Vista acknowledges that it is aware of Papillion's plan to construct a new Public Works Facility, which will provide maintenance services to all Fire Department Apparatuses/EMS Units. La Vista agrees that until such facility is completed or until such time that Papillion advises La Vista that other maintenance arrangements have been made to service its Apparatuses/EMS Units, La Vista agrees that it shall continue providing reasonable maintenance on such Apparatuses/EMS Units. La Vista may seek reimbursement for such maintenance by submitting a billing invoice to Papillion within an administratively practicable time as determined by the La Vista and Papillion Finance Directors in consultation with the Fire Chief.~~

7. Real Property. The Participants acknowledge that there are two (2) types of real property interests as indicated on Exhibit "A", leased property and non-leased property, the use of which is being provided under this Agreement for the purposes stated herein. The Participants agree that Exhibit "A" shall be amended from time to time hereafter to include any real property interests or improvements acquired, improved or devoted after the Effective Date of this Agreement for Fire Department operations. With regard to leased property, the Participants shall grant Papillion full use and authority over its respective leased property, subject to provisions of applicable law or leases, for the term of the applicable leases. With regard to non-leased property, the Participants shall allow the use of all real property now or hereafter identified in Exhibit "A", attached hereto, subject to applicable law. The Participants desire, if economically and legally feasible and advisable, that non-leased property ultimately will be conveyed and directly or indirectly united in shared ownership for the mutual benefit of the Participants pursuant to this Agreement. Accordingly, the Participants, in consultation with the Committee and legal and economic advisors of the Participants, ~~within 12 months after this Agreement is executed,~~ will reasonably assess and determine the feasibility and advisability of such conveyances and unity of ownership and take further action, if deemed appropriate and agreed to by the Participants.

Papillion agrees to provide for property and casualty insurance satisfactory to the Participants at current replacement cost and general liability coverage at the same levels or higher than other Papillion real property provided however Papillion agrees to provide ~~of~~ at least \$2 million per occurrence, \$5 million general aggregate and agrees to name ~~ing~~ each Party as an additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with such real property and to include such costs in the operational expense of the Fire Department.

Any Conveyance of any Party's real property, or any interest therein, pursuant to this Agreement, shall be jointly recommended by the Fire Chief, Papillion City Administrator, and chief administrative official of the owners, lessors and lessees of the real property, and such Conveyance shall require approval of all of the Participants' governing bodies. All of the net proceeds, if any, received from the disposition of such real property, after paying to the Party that is the owner or lessee of the real property the amount necessary to satisfy said Party's remaining indebtedness, lease payments or other obligations related to its financing the original acquisition of said real property, and unless otherwise specified by said Party, shall be transferred to the MFO, and used for general funding of the Fire Department.

Any Conveyance of jointly held real property, or any interest therein, pursuant to this Agreement, shall be jointly recommended by the Fire Chief and Papillion City Administrator, and

such Conveyance shall require approval of all of the Participant's governing bodies. All of the net proceeds, if any, received from the disposition of such real property, after paying the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to financing the original acquisition of said real property, shall be transferred to the MFO, and used for general funding of the Fire Department.

The Participants agree to enter and execute such leases or other agreements, instruments or documents as any owner, lessor or lessee may require for use or Conveyance of any real property interests described in Section 7.

La Vista's building and grounds department will provide normal operating maintenance of real property used in Fire Department operations located in La Vista, which maintenance will include regular trash removal, lawn and landscape upkeep and snow removal. In addition, La Vista will continue to operate the building energy management system in use for ~~La Vista District No. 2-Fire Station 4~~ on and after the Effective Date for the term of this Agreement so long as said system is in use by La Vista. Costs incurred by La Vista for the real property used in Fire Department operations on or after the Operations Date pursuant to this paragraph shall be reimbursed by Papillion as billed by La Vista, and included in the annual budget and allocated among the participants as shared expenses of Fire Department operations pursuant to this Agreement.

8. ~~Personnel and~~ Civil Service. All present and future sworn positions within the Fire Department shall be employees of Papillion and subject to the collective bargaining agreement between Papillion and the Professional Firefighters Association of Papillion, Local No. 3767, and the Rules and Regulations of the Papillion Civil Service Commission and the Nebraska Civil Service Act, Neb. Rev. Stat. § 19-1826, et seq.

9. Training. Papillion shall assure that all mandated training or training required to meet the level of services required by this Agreement is provided, as appropriate, on an ongoing basis to the Fire Department employees.

Section C. Mutual Finance Organization.

1. The Participants hereby create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. §35-1201, et seq. This mutual finance organization shall be known as the Papillion Fire Protection Mutual Finance Organization or MFO, or the name consistent with the name of the Fire Department.

2. The City of Papillion Finance Director shall serve as the MFO Fiscal Agent, who, in consultation with the Committee and chief financial official of each Party, shall act for the joint and mutual benefits of the member Participants under this Agreement. The MFO shall not acquire or hold any property other than public funds for distribution to the Fire Department hereunder. Any property purchased with MFO funds shall be jointly ~~titled to owned by~~ the Participants.

3. General Powers and Duties. The duties of the MFO shall be:

- a. To transact any necessary business for financing the operations and equipment needs of the Fire Department or MFO.
- b. To have charge and custody of and manage all funds of the MFO for the purposes set forth in this Agreement; and
- c. ~~To~~ The District may seek funding from the Nebraska Mutual Finance Assistance Fund (hereinafter “Fund”) as an individual Fire Protection District if they meet the assumed population thresholds in the Mutual Finance Assistance Act. ~~or~~ Any other member of the MFO may apply for assistance from potential funding organizations or funds, if eligible.
- d. If the District’s application for aid from the Fund is approved, any aid awarded and received by the District during the fiscal year which it was applied for, will be transferred from the District to the MFO’s capital purchases account after the District’s Fiscal Year that the aid was received in ends, and after October 1st of the following MFO’s Fiscal Year.

The MFO is authorized to prepare and submit a timely application to the Fund or any other funding, if any, for the maximum assistance available to the MFO. The MFO is authorized to do all things necessary and proper to obtain funding assistance, including signing applications and receiving funds without further or additional authorization of the individual parties to this Agreement.

Section D. Finances.

1. Property Tax Levy. The Participants hereby agree to levy a general fund property tax at an equal rate, as determined by unanimous agreement of the Participants, on each \$100 taxable valuation of the property subject to levy within their respective boundaries for the purpose of jointly funding the single Fire Department operations by the Participants. For purposes of this Section 1, the agreed levy of each Party will be the portion of said Party’s general fund levy to pay said Party’s allocable share of Fire Department operations as determined pursuant to this Agreement. The Participants prior to September 1st of each year shall agree upon the general fund tax rate. The agreed upon property tax rate shall be in addition to agreed levies for each Party’s allocable share of bonded indebtedness and lease-purchase contracts in existence on July 1, 1998, or of other Bond Fund Expenses not paid by the general fund levy, as determined pursuant to this Agreement.

2. Rural Fire District Levy Limitation. The Participants hereby acknowledge current Nebraska State Law limits the levy authority of the Rural Fire District. If, in the event the expense to effectuate this Agreement exceeds the Rural Fire District’s levy authority, the Cities of Papillion and La Vista shall have the option to either fund the additional expenses or reduce the overall expenses associated with the Agreement to equalize the levy. The Rural Fire District agrees to request an adequate levy to fund their annual pro_rata portion of the expenses or the maximum levy authority granted by state law during the term of this Agreement. The Rural Fire District also

agrees to utilize any reserve accounts and assets, to the extent allowed by law and within Generally Accepted Accounting Procedures, to meet their financial obligations pursuant to this Agreement.

3. Fiscal Agent. The City of Papillion Finance Director shall be the fiscal agent (“Fiscal Agent”) for the purposes stated herein and shall be responsible for coordinating all financial matters contemplated in this Agreement on behalf of the Participants. Each Party to this Agreement during normal business hours shall be provided access and have the right to inspect Fiscal Agent’s records and other information related to this Agreement, and Fiscal Agent shall provide such reports, records or other information as any Party may from time to time request. Any Party at its cost may from time to time request an audit of Fiscal Agent records related to this Agreement.

4. Administration and Distribution of Funds. Administration and distribution of funds will be as follows:

a. Annual Budget Review Process. The Fire Chief and Papillion shall make every effort to before July 1 each year shall prepare a proposed general fund, bond fund and any expense budgets for presentation to the Committee for its review and recommendation by June 1st but no later than July 1st each year. Every effort will be made for the Committee to meet before June 21st but no later than July 1st each year shall meet to review the Fire Chief’s and Papillion’s proposed general fund, bond fund and any expense budgets and make recommendations for approval or denial, or adjustments to such budgets. Thereafter, the Fire Chief and Papillion will prepare the Fire Department budget for the Fiscal Agent for inclusion in Papillion’s annual budget for presentation and approval by the Papillion City Council, including the Committee’s recommendations of approval or adjustments.

Every effort will be made to have this budget authorization process must be completed prior to July 1st each year, provided that it shall be completed no later than to July 15th each year, to allow the Participants to initiate their budget process, which involves a unless an earlier date is necessary to meet the timelines established by Nebraska statutes, which may be amended from time-to-time.

b. Proportionate Share of Expenditures. ~~Each Participant, as of the Effective Date, will be responsible for its proportionate share of all actual expenses incurred in preparation for the Fire Department operations during the Transition Period, subject to review and approval of the Fire Chief.~~ Each Participant is, on and after the Operations Date, will be responsible for its proportionate share of all actual expenditures for Fire Department operations. Budgeted and actual expenditures for Fire Department operations will include each Party’s debt service, lease payments or other obligations coming due in the particular fiscal year on any lease purchase, bonded or other acquisition indebtedness, obligation or refinancing of any real property, Apparatuses/EMS Units, or other fire or EMS assets or equipment of the Party on the Effective Date and provided for use under this Agreement (“Existing Indebtedness”). The proportionate share of expenditures to be provided by each Participant will be determined as follows: The total Fire Department budget expenses, minus any funds obtained from the Fund, minus the anticipated EMS or other billing revenue, minus any miscellaneous income within the MFO general funds.

The remaining expenses after this calculation will be apportioned to each Participant based on the percentage of total certified property tax valuation attributed to each Participant. The Participants each shall set a portion of its general fund levy at the rate the Participants approved as appropriate to net sufficient revenue to pay each Party's respective share of the general fund expenses of Fire Department operations as budgeted in accordance with this Agreement, after maximum collection and delinquent tax fees pertinent to the Participants. In addition, Existing Indebtedness and any expenses related to bonded or other acquisition indebtedness, obligations or refinancing pursuant to this Agreement for assets acquired after the Operations Date in accordance with this Agreement for Fire Department operations (collectively "Bond Fund Expenses"), will be provided for by the setting of a portion of a Party's bond fund or other levy at a rate the Participants approve, or allocation of other revenue sources, as appropriate to net sufficient revenue to pay the Party's share of the Bond Fund Expenses after maximum collection and delinquent tax fees pertinent to the Participants for the revenue source used. The Participants' relative shares of Bond Fund Expenses shall be determined and allocated in the same manner as described above with respect to general fund expenses, based on each Party's certified property tax valuations as a percentage of total certified property tax valuations of all Participants. The final portion of the general fund or other levies agreed to by the Participants to pay each Party's allocable share of costs of Fire Department operations will be established after the certified valuation date and prior to September 1st of each year, unless an earlier date is necessary to meet the timelines established by Nebraska statutes, which may be amended from time-to-time.

If Papillion or La Vista annexes property within its jurisdiction, then the share of operational costs with respect to the annexed areas shall be apportioned to the annexing Party based upon the certified property tax valuation of property within the annexed area with respect to which (and limited to the extent) the Party actually receives levied assessments for the purpose of jointly funding the Fire Department operations and EMS.

The distribution of funds will be as follows: The Fiscal Agent will maintain an account specifically for the purpose of receiving and dispersing funds of the MFO. This account will be referred to as the operating account. The Fiscal Agent shall also maintain an account specifically for capital purchases. On-By the 10th of each month of the fiscal year, October 1 through September 30, the Participants will transfer one-twelfth (1/12) of their respective shares of the annual budgeted financial commitment for all expenses, general, bond and miscellaneous, to ~~this-the~~ designated operating account. If there is a significant change in the respective shares of the annual budgeted financial commitment for all general, bond and miscellaneous expenses to the Participants due to unusually large increases to any Participant from new valuations of personal property in the Participant's jurisdiction, that Participant will be allowed to delay monthly transfers of general, bond and miscellaneous expenses due to this share change until the first half of the property taxes are due in the MFO Fiscal Year (currently April 15th). That Participant will be required to transfer one-twelfth (1/12) of their respective shares of the annual budgeted financial commitment for all general, bond and miscellaneous expenses due from all other property taxes, except personal property, in the months of October 1 through March 31, as usual. The total amount of the delayed payments will be transferred

by May 10th to the designated operating account. ~~On-By~~ the 15th of each month of the fiscal year, October 1 through September 30, the Fiscal Agent will electronically transfer one/twelfth (1/12) of the respective shares of annual budgeted expenses to the designated Participants' account appropriate for the payment of the expenses. At no time will funds be transferred to a Participant until said Participant has paid their monthly amount. The one/twelfth (1/12) received for the purpose of funding capital expenditures will be moved to the capital account. The MFO shall monthly reimburse Papillion for capital purchases paid during the month from the capital account. Papillion ~~on and after the Operations Date,~~ will collect EMS fees directly. ~~Before the Operations Date, each Party shall collect and retain said Party's EMS fees.~~ Interest accumulated in the MFO account will be used in subsequent fiscal years as miscellaneous income to the benefit of the Participants. The Participants' own cash reserves or other revenue sources will cover cash flow shortfalls during the fiscal year of the Participants. The Fiscal Agent, as soon as practicable, shall give the Participants advance notice of any projected cash flow shortfalls. The Fiscal Agent of the MFO will provide quarterly financial reports to the Participants.

In December, the Fiscal Agent shall provide each Participant with a "true-up" calculation of actual receipts and disbursements as compared to budget for the prior fiscal year (October 1 – September 30). If, as a result of the calculation, a Participant would be due a refund associated with the true-up (the "true-up funds"), such true-up funds shall remain in the restricted MFO account. The true-up funds would be available to satisfy any shortages in true-up calculations for subsequent years. The Parties to this Agreement may also choose to use a portion of the true-up funds remaining in the restricted MFO account during the budget process, thereby reducing the necessary contributions from the Parties for that budgetary year.

- c. Annexation of District Valuation. In consideration of Papillion or La Vista sharing future bonded or other acquisition indebtedness or obligation payments for Fire Department operations, the District will excuse the partial annexation agreement payments due to the District, if any, from Papillion or La Vista. Further, the District agrees to not require Papillion or La Vista to make similar payments during the term of this Agreement for any annexations with effective dates during the term of this Agreement. The District will appropriately enter into partial annexation agreements with any other city that annexes portions of the District. Payments that are made from these agreements, during the term of this Agreement, to the District will be used as miscellaneous income in calculating funding levels as described in this Section. In the event that any other such city makes a payment that is a lump sum instead of installments for the term of the bond or other acquisition indebtedness or obligations, that lump sum will be considered to have been made as installments and amortized over the term of the indebtedness or obligations it is related to.

Section E. Annexations Outside of Current Response Area

1. From time-to-time it may be necessary for Papillion or La Vista to annex territory outside of the current Response Area and enter into partial annexation agreements with rural or suburban fire protection districts other than the District (hereinafter "Annexing City"). In such

circumstances, the Annexing City will provide the MFO with the Intent to Annex Notification prior to the time of publication. The partial annexation agreement between the Annexing City and the outside rural or suburban fire protection district remains the responsibility of the Annexing City and is not the obligation of the MFO.

Section EF. Termination by Material Breach or by Agreement.

1. Termination by Material Breach. A Party or Parties shall have the option to terminate this Agreement with respect to any other Party that commits a material breach of this Agreement. A Party or Parties seeking to terminate this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (“Termination Transition Period”), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants reasonably deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section E. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party’s obligation for payment of its proportionate share under this Agreement shall terminate with respect to all payments of the Party due after the effective date of termination; provided, however, the terminating Party shall remain obligated for all payments of the Party under this Agreement that were due before the effective date of the termination.

2. Termination by Agreement. Unless terminated due to a material breach by a Party, or by the written consent of all Participants to terminate this Agreement (“Complete Termination”), this Agreement shall not terminate before the end of the initial or any subsequent term.

3. Continuation of Fire Department Operations and EMS. Upon the termination of any Party from this Agreement, such Party shall assume full responsibility for the administration of Fire Department operations within its respective boundaries upon the effective date of such termination. The termination of a Party to this Agreement shall not terminate the Agreement in regards to the remaining Parties, and such Agreement shall remain in effect for such Parties for the remainder of the term of this Agreement or as otherwise provided herein.

4. Distribution of Assets upon Termination.

- a. Complete Termination of Agreement by Participants. Upon Complete Termination of this Agreement, unless otherwise agreed upon by all Participants, all property contributed to or acquired by the Fire Department

during and under the terms of this Agreement shall be disposed of in the following manner:

- i. All jointly held vehicles, equipment and other personal property acquired during the term of this Agreement shall be sold in an arm's length sale to an unrelated third party, unless otherwise agreed to by the Participants; and
 - ii. All vehicles, equipment and other personal property contributed by and titled to a Party or Participants for use pursuant to this Agreement shall be returned to the respective Party or Participants; and
 - iii. All interests in jointly held real property acquired during this Agreement shall be sold in an arm's length sale to an unrelated third party, unless otherwise agreed to by the Participants; and
 - iv. All interests in real property contributed by and titled to a Party or Participants for use pursuant to this Agreement shall be returned to the respective Party or Participants; and
 - v. All unexpended funds or reserves in the MFO account collected during the term of this Agreement, receivable or otherwise existing under this Agreement, shall be distributed based on the Party's proportionate share of overall expenditures existing on the day prior to termination.
- b. Termination of Any Party by Material Breach or Agreement. In the event of termination, if any, by any Party either by agreement or material breach, this Agreement shall remain in effect with respect to the remaining Parties. The terminating Party's interest in assets under this Agreement shall be distributed as follows, unless otherwise agreed by the terminating Party and remaining Parties:
- i. The terminating Party will receive all vehicles, equipment and other personal property and all interests in real property titled to such Party that was contributed to the Fire Department by such terminating Party for use pursuant to this Agreement;
 - ii. The terminating Party will receive a proportionate share of the current value of all vehicles, equipment and other personal property and of all interests in real property jointly held that was acquired during the term of this Agreement. The remaining Participants shall have the option to distribute such proportionate share on an installment basis over a twenty-four (24) month period following termination of this Agreement. Current value

shall be determined by qualified appraisers selected by agreement of the terminating Party and remaining Parties; or in the absence of agreement, then by the average of the appraisals of each item, with one appraiser appointed by the terminating Party and one appraiser appointed by the remaining Parties. The terminating Party's proportionate share shall be its share of expenditures existing on the day prior to the termination; and

- iii. The terminating Party's share of unexpended funds or reserves in the MFO account collected during the term of this Agreement, receivable or otherwise existing under this Agreement, shall be distributed to the terminating Party based on its proportionate share of overall expenditures existing on the day prior to termination.

Notwithstanding any provision of this Agreement to the contrary the Participants, acknowledging the unique and critical nature of this Agreement and need to ensure continued, uninterrupted delivery of fire, EMS and related services to each of the Participants, agree that, in the event of a breach, there would not be an adequate remedy at law, and accordingly any Party shall have the right to enforce this Agreement by specific performance.

Section FG. Miscellaneous Provisions.

1. Effect of Agreement. This Agreement shall supplement and not replace or modify the terms of any mutual assistance agreements or interlocal cooperation agreements among the Participants or any of them in effect upon the date of this Agreement; provided, however, (a) Papillion and District intend for this Agreement to revoke the Papillion/District Interlocal Agreement in its entirety as of the Operation Date of this Agreement, (b) Papillion and District intend that any terms or provisions in conflict as between the Papillion/District Interlocal Agreement and this Agreement prior to such revocation, including but not limited to the proportionate share of expenses, shall be governed by the terms of this Agreement, and (c) La Vista and District designate Papillion to carry out, and Papillion assumes and agrees to carry out, any covenant or obligation under any mutual assistance or interlocal cooperation agreement of District or La Vista to provide mutual assistance or interlocal cooperation agreement of District or La Vista to provide mutual assistance, fire, EMS or related operations, services, or support.

2. Separate Legal Entities. This Agreement shall not be construed to have created a separate legal entity.

3. Indemnification. Each Party agrees to release, indemnify and hold harmless ("Indemnifying Party") each other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs, and expenses whatsoever arising out of or resulting from the negligence, acts, or omissions of the Indemnifying Party, or the officers, officials, employees, agents, or contractors of the Indemnifying Party.

4. Governmental Subdivision. Except as provided herein, each Party shall maintain its

autonomy and indebtedness as a governmental subdivision. This Agreement shall not relieve any Party of any obligations or responsibility imposed upon it by law except to the extent of actual and timely performance by Papillion as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.

5. Modifications. That no modification, termination or amendment of this Agreement may be made except by written agreement signed by all of the Participants.

6. Severability. In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

7. Entire Agreement. Except as otherwise provided in Section ~~GF~~.1 of this Agreement, the entire agreement between the Participants hereto is contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by Participants subsequent to the date hereof. All schedules, and exhibits referenced in this Agreement, and all lease or sublease agreements, documents of transfer or conveyance and other documents or instruments now or hereafter adopted or executed by any of the Participants to carry out this Agreement shall be incorporated into and become part of this Agreement by this reference.

8. Assignment. This Agreement may not be assigned by any Party without express written consent of the Participants; provided, however, in the event that the Fire Department consolidates with any other fire department this Agreement, at the option of the Participants, may be assigned to the newly created fire department. Fire Department consolidation requires the Participants unanimous approval.

9. Further Assurances. From and after the Effective Date of this Agreement, the Participants agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Party, at any time and from time to time, upon request by any other Party and without further consideration, shall take or cause to be taken such actions and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Parties, without increasing or extending any cost, duty or liability of the responding Party.

10. Further Authorization. The Mayors of Papillion and La Vista and President of the District each shall be authorized to take all further actions to carry out the terms and conditions of this Agreement, including without limitation, executing such leases, agreements, instruments or other documents as said Mayors or President determine necessary or appropriate.

11. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the

same agreement.

12. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each Party agrees that it and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) one or more of the Participants is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the Participants.

13. Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Participants agree that any Party shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

[End of Document]

CITY OF PAPILLION
A Municipal Corporation

Date: _____

David P. Black, Mayor

Attest:

~~Elizabeth Butler~~ Nicole Brown, City Clerk

PAPILLION RURAL FIRE DISTRICT

Date: _____

~~Jack Miller~~ Don Roberts, President

Attest:

~~Don Roberts~~ Jim Vecchio, Secretary

CITY OF LA VISTA
A Municipal Corporation

Date: _____

Douglas Kindig, Mayor

Attest:

~~Pam Buethe~~ Rachel Carl, City Clerk

Date: _____

Interlocal Cooperation Agreement
 Fire Department - Real Property
Exhibit "A"

(Revised through Approval of Second Amendment to the Agreement)

Fire Station and Address	Legal Description	Title Holder or Leaseholder Prior to Effective Date of <u>Initial</u> Interlocal Cooperative Agreement	Title Holder or Leaseholder After Effective Date of Interlocal Cooperative Agreement - Ultimate Objective	Outstanding Bonds
Papillion Fire Station 13 146 N. Adams St. Papillion, NE 68046	LOTS 1 & 2 BLOCK 16 PAPILLION	Papillion Volunteer Fire Department, Inc. (Title h holder) City of Papillion (Leaseholder)	Papillion Volunteer Fire Department, Inc. (Title holder) City of Papillion (Lease Title Holder)	No
Papillion Fire Station 2 11749 S. 108 St. Papillion, NE 68046	DAM SITE 20 33-14-12 and TAX LOT 8 32-14-12	City of Papillion (<u>Title Holder</u>)	City of La Vista, City of Papillion (Title Holder), Papillion Rural Fire Protection District	Yes <u>No</u>
La Vista District 4 Fire Station 4* 8110 Park View Blvd. La Vista, NE 68128	LOT 1 LA VISTA CIVIC CENTER	City of La Vista (<u>Title Holder</u>)	City of La Vista, (Title Holder) City of Papillion, Papillion Rural Fire Protection District	No
La Vista District 2 Fire Station 1 10727 Chandler Rd. La Vista, NE 68128	LOT 246A VAL VISTA	City of La Vista Facilities Corporation (Title h holder) City of La Vista (Lease holder)	City of La Vista, (Title Holder) City of Papillion, Papillion Rural Fire Protection District	Yes <u>(Final Payment: 12/15/2026)</u>

*Only first level of ~~La Vista District 1 Fire Station 4~~ will be ~~is~~ provided for use under this Agreement. La Vista ~~will~~ retains the second level of ~~La Vista District 1 Fire Station 4~~ for its independent use apart from this Agreement. In addition to other allocable costs, a share of utility and other operating costs of ~~La Vista District 1 Fire Station 4~~ will be apportioned to Fire Department operations under this Agreement pro rata, based on square footage of ~~La Vista District 1 Fire Station 4~~ designated for Fire Department operations, and paid by Papillion when billed by La Vista, which costs will be allocated among and paid by the Participants as shared costs under this Agreement.



City of La Vista
Mayor and City Council Report
June 16, 2026 Agenda

Item: E

Subject:	Type:	Submitted By:
Resolution - Interlocal Cooperation Agreement Renewal - Sarpy Douglas Law Enforcement Academy	Resolution	Mike Schofield, Chief of Police

Synopsis

The previous SDLEA Interlocal Agreement expired on September 30, 2025. The SDLEA Advisory Board has been actively negotiating a new Interlocal Agreement since that time. This newly revised Agreement has been agreed to by all six agencies, and approved by the Advisory Board. It's now being submitted for approval by the La Vista City Council.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

The SDLEA has been in existence since 2018, and the city has approved several previous versions of the Interlocal Agreement. This newly revised version of the Interlocal Agreement preserves the regional training academy in it's current format with six agencies. Those agencies include the original five agencies: La Vista Police Department, Papillion Police Department, Bellevue Police Department, Sarpy County Sheriff's Office and Douglas County Sheriff's Office. It also includes the Metropolitan Community College Campus Police Department, which was added in 2024.

Attachments

1. Resolution - Approve Interlocal Agreement for SDLEA
2. SDLEA Interlocal Renewal 25-28 JUNE 2026 Approved Version clean
3. SDLEA Interlocal Renewal JUNE 2026 Approved Version Redline

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH BELLEVUE, SARPY COUNTY, NEBRASKA; PAPIILLION, SARPY COUNTY, NEBRASKA; SARPY COUNTY, NEBRASKA; DOUGLAS COUNTY, NEBRASKA; AND METROPOLITAN COMMUNITY COLLEGE FOR THE CONTINUATION OF THE SARPY DOUGLAS LAW ENFORCEMENT ACADEMY FOR A PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2028.

WHEREAS, the cities of La Vista, Sarpy County, Nebraska; Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, and Douglas County, Nebraska, on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies", entered into an interlocal agreement to create the Sarpy Douglas Law Enforcement Academy ("SDLEA") for the training of law enforcement officers of each of the Participating Agencies in 2017; and,

WHEREAS, Metropolitan Community College entered the Interlocal Agreement with Participating Agencies in 2024; and

WHEREAS, Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses: and

WHEREAS, the SDLEA has enhanced a more consistent training availability schedule; and

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act"); and

WHEREAS, the Participants desire to enter into an Interlocal Cooperation Agreement and have agreed to the terms setting forth the rights and responsibilities of the Participating Agencies in continuing the SDLEA;

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; Sarpy County, Nebraska; Douglas County, Nebraska; and Metropolitan Community College for the continuation of the Sarpy Douglas Law Enforcement Academy for the period starting October 1, 2025 and ending September 30, 2028.

BE IT FURTHER RESOLVED that the City of La Vista will continue to serve as the designated Fiscal Agent.

PASSED AND APPROVED THIS 16TH DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\26 FINAL RESOLUTIONS\26. Approval
Interlocation Agreement For SDLEA 06.16.2026.Docx

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2026, by Sarpy County, Nebraska (hereinafter "Sarpy"), Douglas County, Nebraska (hereinafter "Douglas"), the City of Bellevue, Sarpy County, Nebraska (hereinafter "Bellevue"), the City of Papillion, Sarpy County, Nebraska (hereinafter "Papillion"), the City of La Vista, Nebraska, Sarpy County, Nebraska (hereinafter "La Vista") and the Nebraska Metropolitan Community College Area, ("hereinafter "MCC"), on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies". Each Participating Agency is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Participating Agencies provide for the training of law enforcement officers of each of the Participating Agencies by participation in a State-approved law enforcement training academy; and,

WHEREAS, the Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and,

WHEREAS, each of the Participating Agencies have expressed a desire to enhance local control and a more consistent training availability schedule; and,

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and,

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. seq. as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

1. Definitions: As used herein the following terms shall have the following meanings:
 - a. "Sarpy-Douglas Law Enforcement Academy Advisory Board," "Advisory Board," or "Board" shall mean the six-member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
 - b. "Participating Agencies," "Agencies," "Participants" or "Parties" shall mean the parties signatory hereto, and "Participating Agency," "Agency," or "Party" shall mean any one of the Participating Agencies, Agencies, or Parties.
 - c. "Sarpy-Douglas Law Enforcement Academy," "Academy," or "SDLEA" shall mean the training program developed and agreed to by the Participating Agencies to deliver basic police certification.

- d. "Recruit" shall mean a full-time or part-time paid law enforcement trainee in the employ of a Participating Agency.
 - e. "Fiscal Agent" shall mean the entity responsible for managing the budget, receipts, and expenditures of the Academy, or otherwise performing any specified duties, under this Agreement.
 - f. "Fiscal Agent Governing Body" shall mean the governing body of the Fiscal Agent.
 - g. "Super Majority" shall mean five of the six members of the Advisory Board.
 - h. "Authorized Representative" shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff, the Sarpy County Sheriff, and the Metropolitan Community College Area Chief of Police, or any Authorized Representative's respective designee.
 - i. "SDLEA Director of Training", "Academy Training Director", and "Director", shall mean a person under the employ of the Fiscal Agent, who is directly responsible for curriculum and training policy development and implementation in administering the State Certified Police Training Program.
 - j. "Police Training Instructor" shall mean a person under the employ of the Fiscal Agent who provides professional work instructing law enforcement recruits at the SDLEA, and who reports to the SDLEA Director of Training.
2. Authority: The authority of the Participating Agencies entering into this Agreement is that authority granted by law, including without limitation the general powers of each Agency, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat §13-801 through 13-827 (1943) (Reissue 2012); and the authority granted under Neb. Rev. Stat. Sections 29-215 and 81-1401 et seq.
 3. Purpose: The purpose of this Agreement is to formally extend an agreement to deliver the State of Nebraska basic curriculum for law enforcement officers.
 4. Sarpy-Douglas Law Enforcement Academy Advisory Board. This Agreement shall be administered by an Advisory Board consisting of the chief law enforcement officer of each Participating Agency, or his or her designee. The Advisory Board members shall be responsible for the overall policies and administration of this Agreement. The Advisory Board shall be known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Advisory Board shall generally provide operational governance of the Academy. The Advisory Board shall make any and all decisions based on the concurrence of at least a majority of the Board members after providing an opportunity for all Advisory Board members, to be involved in any and all such decisions. An Advisory Board member shall be

deemed to have an opportunity to be involved in a decision if given a minimum of 14 days advance notice of the meeting and matter to be considered. The Sarpy-Douglas Law Enforcement Academy Advisory Board shall meet at least four times each year, with such additional meetings held as often as its members deem advisable. The Advisory Board shall annually in the month of January, from among themselves, elect a chairperson on a rotating basis. The Board shall establish and implement rules and procedures not inconsistent with the terms of this Agreement for implementation hereof.

Advisory Board Meetings shall be held in compliance with the Nebraska Open Meetings Act, Neb. Rev. Stat. § 84-1407, et seq.

The Advisory Board periodically will establish, evaluate and adjust the goals of the Academy as it determines advisable and in accordance with this Agreement. The Advisory Board is the final authority for developing, coordinating, disseminating, and implementing Sarpy-Douglas Law Enforcement Academy policy, except if otherwise determined by unanimous agreement of the governing bodies of the Participating Agencies.

During the initial term of this Agreement, the Advisory Board shall initiate a strategic plan addressing membership, facilities, and a financial projection for the Sarpy Douglas Law Enforcement Academy. The strategic plan shall be submitted by the Advisory Board to the Participating Agencies by June 30, 2025. The strategic plan will be reviewed bi-annually to ensure alignment with operational needs, fiscal sustainability, and long-term training objectives.

5. Sarpy-Douglas Law Enforcement Academy: It is hereby formally established that the Participating Agencies form a law enforcement basic training police academy known as the Sarpy-Douglas Law Enforcement Academy (SDLEA).

a. Director, Police Training Instructor, and Participating Agency Instructors.
The Sarpy-Douglas Law Enforcement Academy shall consist of:

Sarpy-Douglas Law Enforcement Academy Training Director: If required due to vacancy during the initial or renewal term, the City of La Vista will select and hire the Director, provided the City first will obtain the advice and input of the Advisory Board. The Director shall be employed by the City of La Vista and shall be directly supervised by the La Vista Chief of Police or his/her designee from the La Vista Police Department. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Director from Sarpy-Douglas Law Enforcement Academy Advisory Board members shall be communicated to the La Vista Chief of Police. The City of La Vista shall have full authority and make any final determinations on all matters concerning the employment of the Director, including conducting performance evaluations in accordance with the City of La Vista's personnel policies and procedures. The City of La Vista shall be responsible for providing the Advisory Board with a semi-annual update of the Director's job performance. At such times, the Advisory Board may provide input.

Sarpy-Douglas Law Enforcement Academy Police Training Instructor: If required due to vacancy during the initial or renewal term, the City of La Vista will select and hire the Police Training Instructor, provided the City first will obtain the advice and input of the Advisory Board. The Police Training Instructor shall be employed by the City of La Vista and shall be directly supervised

by the Academy Training Director. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Police Training Instructor shall be communicated to the Academy Training Director. The City of La Vista shall have full authority to make any final determinations on all matters concerning the employment of the Police Training Instructor, including conducting performance evaluations in accordance with the City of La Vista's personnel policies and procedures. The Academy Training Director shall be responsible for providing the Advisory Board with an annual evaluation of the Police Training Instructor's job performance.

Instructor Specialists: The Sarpy-Douglas Law Enforcement Academy Director will select, develop, and support the necessary Instructor Specialists from among the subject matter expert employees of the Participating Agencies. The Academy Director shall identify practicing attorneys who hold Legal Instructor Certification. Each member of the Advisory Board shall maintain a list of staff members from his/her agency who are certified to teach the various components of Training Academy instruction. Instructor Specialists will be utilized by the SDLEA on an as-needed basis for specific training sessions.

- Instructor Specialists will possess content-area competency as mandated and approved by the Nebraska Police Standards Advisory Council. They shall be approved as General Instructors or Professional Instructors by the Nebraska Police Standards Advisory Council.
- Each of the Participating Agencies agrees to make available from the Agency's employees who are certified General or Professional Instructors, if selected by the Director, Instructor Specialists to instruct an equitable share of the course of study for every Academy session based on the Participating Agency's personnel, and according to each Participating Agency's abilities and subject to the Participating Agency's immediate needs, unless otherwise approved in advance by the Advisory Board and regardless of whether the Participating Agency has a law enforcement recruit enrolled. Salary, benefits, and supervision of Instructor Specialists employed by a Participating Agency remain the responsibility of the individual Participating Agency while said employee is assigned as an Academy Instructor Specialist.
- Within thirty days of the announcement of an Academy session, each Participating Agency shall submit to the Director a list of Instructor Specialists available to teach during the specific Academy session. The Director shall select and schedule Instructor Specialists from these lists for each Academy session in cooperation with each Participating

Agency and in accordance with the terms of this Agreement. Participating Agencies shall have at least thirty (30) days advance notice of the Instructor Specialist schedule for each Academy session.

- Participating Agencies agree to assign, if needed, an Instructor Specialist for the entire duration of a training academy class when the Participating Agency has a law enforcement recruit enrolled. The Sarpy-Douglas Law Enforcement Academy Advisory Board and all Participating Agencies agree to support the ongoing training and development of Instructor Specialists in order to enhance individual subject matter competency for teaching in the Academy. Expenses for instructor development are the sole responsibility of the Participating Agency.

Additional Positions: It is the responsibility of the Advisory Board to evaluate and, if warranted, recommend to the Participating Agencies' governing bodies the employment of additional funded positions within the SDLEA.

- b. Sarpy-Douglas Law Enforcement Academy Location and Facilities: The location and facilities used by the Participating Agencies of the SDLEA during the initial term of this Agreement shall be the La Vista Police Department, La Vista, Nebraska. Future locations and facilities shall be determined and agreed upon by a simple majority vote the Advisory Board. Each Participating Agency shall make classroom space available for an Academy session. Any additional resources that require an expenditure will be procured and payment coordinated by the Academy Training Director and Fiscal Agent (for example, range, driving track, other).
- c. SDLEA Budget: The Director shall develop and submit a proposed SDLEA Budget to the Fiscal Agent by April 1 of each calendar year. The Fiscal Agent shall provide the proposed budget, inclusive of proposed salary/wage increases for SDLEA paid staff and relative Agency contributions for shared expenses not covered by training fees, to the Advisory Board by May 1 of each year. On or before June 1 of each year the budget and contribution to shared expenses of each Participating Agency shall be subject to a vote of the Advisory Board. If the Advisory Board approves the proposed budget by a super majority vote, the proposed budget shall be subject to the approval of the Fiscal Agent's governing body by its incorporation into the Fiscal Agent's adopted budget statement. If so approved by the Fiscal Agent's governing body, the proposed SDLEA budget shall be provided to each Participating Agency.

Annual Participating Agency contributions necessary to fund the SDLEA Budget will be divided equally among the Participating Agencies. The contribution amount will be determined each year by the Sarpy-Douglas Law Enforcement Academy Advisory Board and approved by the Fiscal Agent's governing body according to the due dates set out in the Fiscal Agent's budget schedule for that succeeding fiscal year based on the amount in the budget not covered by training fees. By May 1 of each year,

a budget reconciliation calculation will be determined based on final prior fiscal year actual results compared to the SDLEA Budget for the year. Adjustments for any excess or shortfall will be carried out in the manner described in subsection “ii” below. Each Participating Agency’s contribution to the SDLEA Budget for a budget year will be submitted to the Fiscal Agent by October 30 of such year. The Fiscal Agent will use such funds during the year to pay or reimburse shared expenses connected with the Academy. The Budget will not include the cost of classroom space provided at a Participating Agency for training or personnel assigned by a Participating Agency to the SDLEA. The Budget will reflect only the cost of shared expenses including but not limited to: compensation, benefits, insurance, payroll taxes, and all other personnel or other costs arising out of the employment of the Academy Training Director and Police Training Instructor, and any future paid staff, equipment, office supplies, props, postage, instructional media, curriculum, and reference materials.

- i. Except for the Academy Training Director and the Police Training Instructor, and any future paid SDLEA staff, each Participating Agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, and fringe benefits, Workers’ Compensation, retirement, etc.
 - ii. The City of La Vista will serve as the Fiscal Agent for the SDLEA. Participating Agencies shall remit their share of the budget to the Fiscal Agent in accordance with this Section. Expenses incurred for the SDLEA will be paid by the Fiscal Agent. The Budget year shall be from October 1 to September 30 of each fiscal year. Each Participating Agency will include its share of training costs in its respective annual budget request and will seek governing body approval of the same. Monies remaining at the end of a budget year will be carried forward to pay shared expenses of future budget years. Any shortfall with respect to any budget year will be remedied by increasing required contributions of Participating Agencies for the following budget year.
- d. Training Fees: Each of the Participating Agencies shall be responsible for all fees payable to the Nebraska Law Enforcement Training Center for peace officer certification of such Participating Agency. Additionally, every Participating Agency shall pay a training fee as established by a super majority vote of the Advisory Board to the Fiscal Agent of the SDLEA for every law enforcement recruit the Participating Agency enrolls in a Recruit Class. All training fees shall be used by the Fiscal Agent to offset expenses incurred with the Recruit Class.
- e. Grants: Grant funds will be sought by the Academy Training Director and Participating Agencies to be used to pay or reimburse costs of the Academy. Grants will be figured in the annual budget reconciliation.

- f. Policies and Procedures. SDLEA policies and procedures will be approved by the Sarpy-Douglas Law Enforcement Academy Advisory Board before any training is performed under the terms of this Agreement. The SDLEA policies and procedures may be amended from time to time by approval of a majority of the Sarpy-Douglas Law Enforcement Academy Advisory Board.
 - g. Annual Report. The SDLEA shall prepare and submit an annual report to the governing bodies detailing the operation of the training program, officers enrolled, certified and employed by the respective Participating Agencies and cost associated therein.
 6. Dispute Resolution Process: In the event of a dispute arising under this Agreement, the matter shall be referred to the Sarpy-Douglas Law Enforcement Academy Advisory Board for resolution. Any dispute which, in the judgment of a Party to this Agreement, involves or may affect the performance of such Party shall be reduced to writing and delivered to the each member of the Sarpy-Douglas Law Enforcement Academy Advisory Board. As soon as possible thereafter, the Board shall schedule a face to face meeting with the authorized representative (or designee) of the Party and attempt to resolve the dispute in a satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within fourteen (14) business days after service of the written statement of dispute. The Advisory Board shall issue a decision within 30 days after the meeting. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.
 7. Term of Agreement: This Agreement shall be effective for a term of three (3) years beginning on October 1, 2025, and ending September 30, 2028. Except as provided in paragraph 21 of this Agreement, during the initial three-year term, this Agreement may only be terminated upon the mutual agreement of all Participating Agencies. At the end of the three-year term, the Agreement shall automatically renew for two (2) additional one year terms unless any Party to the Agreement gives written notice by April 1 prior to the effective date of the renewal to the other Participating Agencies as to its desire not to renew the Agreement. ("Notice of Nonrenewal"). If any Agency provides such Notice of Nonrenewal, such Agency's participation in this Agreement shall terminate at the end of the initial term, and this Agreement shall renew and continue in effect with respect to the remaining members. During the renewal periods, the Agreement may be terminated at any time upon the mutual agreement of all Participating Agencies. During a renewal period, any Party to the Agreement may withdraw its participation. If at the end of the second renewal term the parties are negotiating the renewal of this Agreement for an additional term, this Agreement shall continue in full force and effect during such renewal negotiations until this Agreement is renewed or replaced by a succeeding agreement, or until such negotiations end without renewal or replacement, in which case this Agreement shall terminate on the last day of the next full calendar month.

Each Participating Agency shall retain title to any and all property, resources, and equipment brought into the Agreement by the Agency and upon termination of this Agreement shall remove and retake possession of such property. Any property,

resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the policies and procedures of the Advisory Board then in effect. In the absence of such guidelines, residual assets shall be distributed to each Participating Agency in equal shares. A decision to withdraw will not relieve the withdrawing Participating Agency of liability incurred prior to withdrawal, including any responsibilities for funding for a fiscal year beginning prior to written notice.

8. Liability Insurance: Each of the Participating Agencies agrees to be self-insured or to carry liability insurance written on an “occurrence” basis (as distinguished from “claims made” basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Agency under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party’s liability hereunder or to fulfill the indemnification provisions of this Agreement.

9. Miscellaneous.

a. Other Agreements: The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Participating Agencies in respect to other aspects of public safety.

b. Implementing Action. This Agreement shall be subject to each Participating Agency taking formal action by ordinance or resolution of its governing body approving this Interlocal Cooperative Agreement. Each Participating Agency shall furnish the other Participating Agencies executed copies of such authorizing action.

c. Employer or Partner. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venture or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers’ compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax

withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.

10. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military and veteran status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination.
11. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
12. Amendments/Modification. This Agreement may be modified only by written amendment, approved by the governing bodies and duly executed by authorized officials of all the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
13. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.
14. Termination by Material Breach or by Agreement.

Termination by Material Breach: A Party shall have the option to terminate its participation in this Agreement if any other Party commits a material breach of this Agreement. A Party seeking to terminate its participation in this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for

its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (hereinafter referred to as "Termination Transition Period"), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section 14. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party's obligation for payment of its proportionate share under this Agreement shall terminate; provided, however, the terminating Party shall remain obligated for all payments owed under this Agreement.

Termination by Agreement: Unless terminated due to a material breach by a Party or the written consent of all Participants to terminate this Agreement, this Agreement shall not terminate before the end of the initial or any subsequent term.

15. Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
16. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
18. Indemnification. Each Party agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, each other Party, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of any Party's officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement

that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These or other Indemnification provisions of this Agreement are not intended to waive a Party's sovereign immunity. A Party's liability under this Agreement is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

19. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
20. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY
County Sheriff
Douglas County Sheriff's Office
3601 North 156th Street
Omaha, NE 68916
(402) 444-6641

FOR SARPY COUNTY
County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046
(402) 593-2288

FOR CITY OF BELLEVUE
Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3100

FOR CITY OF LA VISTA
Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128
(402) 331-1582

FOR CITY OF PAPIILLION
Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046
(402) 597-2035

FOR METROPOLITAN
COMMUNITY COLLEGE
Chief of Police
Metropolitan Community College
5300 North 30th Street
Omaha, NE 68111
(531) 622-2647

Notice shall be in writing and shall be effective upon receipt by the authorized representative. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

21. Unavailability of Funding: Due to possible future reductions including but not limited to City, County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate its participation in the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel its participation in this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.
22. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
23. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
24. Public Benefits. With regard to Neb. Rev. Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108-113.
25. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
26. Joint Educational Work Product. Any original curriculum, including but not limited to: planning documents, lesson plans, audio-visual aids, testing review and testing materials developed exclusively for the SDLEA are the property of the SDLEA Advisory Board. No use, transfer, or release of any such materials for profit, or alternative educational instruction governed by the Coordinating Commission for Postsecondary Education Act, may occur without approval by a super majority of the Board.

Upon dissolution of the SDLEA, all such educational work product shall remain the property of the Fiscal Agent to be held by the Fiscal Agent as a law enforcement training record consistent with records retention and Public Records Act requirements, and any copies thereof held by members of other Participating

Agencies shall be returned to the Fiscal Agent for inclusion in the official training record.

This section does not prevent a Participating Agency or Participating Agency's employees from exercising control over training materials created by them for instruction to the Participating Agency's employees in the course of their employment with the Participating Agency.

27. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
28. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
29. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
30. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF BELLEVUE, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF LA VISTA, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF PAPERILLION, NEBRASKA

City Clerk

(Mayor)

ATTEST

SARPY COUNTY, NEBRASKA

County Clerk

(Board Chairman)

ATTEST

DOUGLAS COUNTY, NEBRASKA

County Clerk

(Board Chairman)

Approved as to Form

METROPOLITAN COMMUNITY
COLLEGE AREA

MCC General Counsel

(College President)

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2026~~5~~, by ~~and~~ Sarpy County, Nebraska (hereinafter "Sarpy"), Douglas County, Nebraska (hereinafter "Douglas"), the City of Bellevue, Sarpy County, Nebraska (hereinafter "Bellevue"), the City of Papillion, Sarpy County, Nebraska (hereinafter "Papillion"), the City of La Vista, Nebraska, Sarpy County, Nebraska (hereinafter "La Vista") and the Nebraska Metropolitan Community College Area, ("hereinafter "MCC"), on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies". Each Participating Agency is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Participating Agencies provide for the training of law enforcement officers of each of the Participating Agencies by participation in a State-approved law enforcement training academy; and,

WHEREAS, the Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and,

WHEREAS, each of the Participating Agencies have expressed a desire to enhance local control and a more consistent training availability schedule; and,

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and,

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. seq. as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

1. Definitions: As used herein the following terms shall have the following meanings:
 - a. "Sarpy-Douglas Law Enforcement Academy Advisory Board," "Advisory Board," or "Board" shall mean the six-member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
 - b. "Participating Agencies," "Agencies," "Participants" or "Parties" shall mean the parties signatory hereto, and "Participating Agency," "Agency," or "Party" shall mean any one of the Participating Agencies, Agencies, or Parties.
 - c. "Sarpy-Douglas Law Enforcement Academy," "Academy," or "SDLEA" shall mean the training program developed and agreed to by the Participating Agencies to deliver basic police certification.

- d. "Recruit" shall mean a full-time or part-time paid law enforcement trainee in the employ of a Participating Agency.
- e. "Fiscal Agent" shall mean the entity responsible for managing the budget, receipts, and expenditures of the Academy, or otherwise performing any specified duties, under this Agreement.
- f. "Fiscal Agent Governing Body" shall mean the governing body of the Fiscal Agent.
- g. "Super Majority" shall mean five of the six members of the Advisory Board.
- h. "Authorized Representative" shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff, the Sarpy County Sheriff, and the Metropolitan Community College Area Chief of Police, or any Authorized Representative's respective designee.
- i. "SDLEA Director of Training", "Academy Training Director", and "Director", shall mean a person under the employ of the Fiscal Agent, who is directly responsible for curriculum and training policy development and implementation in administering the State Certified Police Training Program.
- j. "Police Training Instructor" shall mean a person under the employ of the Fiscal Agent who provides professional work instructing law enforcement recruits at the SDLEA, and who reports to the SDLEA Director of Training.

~~k. "Non-Employee Student" shall mean students who are not employees of a Participating Agency.~~

- 2. Authority: The authority of the Participating Agencies entering into this Agreement is that authority granted by law, including without limitation the general powers of each Agency, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat §13-801 through 13-827 (1943) (Reissue 2012); and the authority granted under Neb. Rev. Stat. Sections 29-215 and 81-1401 et seq.
- 3. Purpose: The purpose of this Agreement is to formally extend an agreement to deliver the State of Nebraska basic curriculum for law enforcement officers.
- 4. Sarpy-Douglas Law Enforcement Academy Advisory Board. This Agreement shall be administered by an Advisory Board consisting of the chief law enforcement officer of each Participating Agency, or his or her designee. The Advisory Board members shall be responsible for the overall policies and administration of this Agreement. The Advisory Board shall be known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Advisory Board shall generally provide operational governance of the Academy. The Advisory Board shall make any and all decisions based on the concurrence of at least a majority of the Board members after providing an opportunity for all Advisory Board members, to be involved in any and all such decisions. An Advisory Board member shall be

deemed to have an opportunity to be involved in a decision if given a minimum of 14 days advance notice of the meeting and matter to be considered. The Sarpy-Douglas Law Enforcement Academy Advisory Board shall meet at least four times each year, with such additional meetings held as often as its members deem advisable. The Advisory Board shall annually in the month of January, from among themselves, elect a chairperson on a rotating basis. The Board shall establish and implement rules and procedures not inconsistent with the terms of this Agreement for implementation hereof.

Advisory Board Meetings shall be held in compliance with the Nebraska Open Meetings Act, Neb. Rev. Stat. § 84-1407, et seq.

The Advisory Board periodically will establish, evaluate and adjust the goals of the Academy as it determines advisable and in accordance with this Agreement. The Advisory Board is the final authority for developing, coordinating, disseminating, and implementing Sarpy-Douglas Law Enforcement Academy policy, except if otherwise determined by unanimous agreement of the governing bodies of the Participating Agencies.

During the initial term of this Agreement, the Advisory Board shall initiate a strategic plan addressing membership, facilities, and a financial projection for the Sarpy Douglas Law Enforcement Academy. The strategic plan shall be submitted by the Advisory Board to the Participating Agencies by June 30, 2025. The strategic plan will be reviewed bi-annually to ensure alignment with operational needs, fiscal sustainability, and long-term training objectives.

5. Sarpy-Douglas Law Enforcement Academy: It is hereby formally established that the Participating Agencies form a law enforcement basic training police academy known as the Sarpy-Douglas Law Enforcement Academy (SDLEA).

- a. Director, Police Training Instructor, and Participating Agency Instructors.
The Sarpy-Douglas Law Enforcement Academy shall consist of:

Sarpy-Douglas Law Enforcement Academy Training Director: If required due to vacancy during the initial or renewal term, ~~the~~ the City of La Vista will select and hire the Director, with provided the City first will obtain the advice and consent-input of the Advisory Board. The Director shall be employed by the City of La Vista and shall be directly supervised by the La Vista Chief of Police or his/her designee from the La Vista Police Department. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Director from Sarpy-Douglas Law Enforcement Academy Advisory Board members shall be communicated to the La Vista Chief of Police. The City of La Vista shall have full authority and make any final determinations on all matters concerning the employment of the Director, including conducting performance evaluations in accordance with the City of La Vista's personnel policies and procedures. The City of La Vista shall be responsible for providing the Advisory Board with a semi-annual update of the Director's job performance. At such times, the Advisory Board may provide input.

Sarpy-Douglas Law Enforcement Academy Police Training Instructor: If required due to vacancy during the initial or renewal term, the City of La Vista will select and hire the Police Training Instructor, with provided the City first will obtain the advice and input consent of the Advisory Board. The Police Training Instructor shall be employed by the City of La Vista and shall be directly supervised

by the Academy Training Director. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Police Training Instructor shall be communicated to the Academy Training Director. The City of La Vista shall have full authority to make any final determinations on all matters concerning the employment of the Police Training Instructor, including conducting performance evaluations in accordance with the City of La Vista's personnel policies and procedures. The Academy Training Director shall be responsible for providing the Advisory Board with an annual evaluation of the Police Training Instructor's job performance.

Instructor Specialists: The Sarpy-Douglas Law Enforcement Academy ~~Advisory Board Director~~ will select, develop, and support the necessary Instructor Specialists from among the subject matter expert employees of the Participating Agencies. The Academy Director shall identify practicing attorneys who hold Legal Instructor Certification. Each member of the Advisory Board shall maintain a list of staff members from his/her agency who are certified to teach the various components of Training Academy instruction. Instructor Specialists will be utilized by the SDLEA on an as-needed basis for specific training sessions.

- Instructor Specialists will possess content-area competency as mandated and approved by the Nebraska Police Standards Advisory Council. They shall be approved as General Instructors or Professional Instructors by the Nebraska Police Standards Advisory Council.
- Each of the Participating Agencies agrees to make available from the Agency's employees who are certified General or Professional Instructors and assign, if selected by the Director, Instructor Specialists to instruct an equitable share of the course of study for every Academy session based on the Participating Agency's personnel, and according to each Participating Agency's abilities and subject to the Participating Agency's immediate needs, unless otherwise approved in advance by the Advisory Board and regardless of whether the Participating Agency has a law enforcement recruit enrolled. Salary, benefits, and supervision of Instructor Specialists employed by a Participating Agency remain the responsibility of the individual Participating Agency while said employee is assigned as an Academy Instructor Specialist.
- Within thirty days of the announcement of an Academy session, each Participating Agency shall submit to the Director a list of Instructor Specialists available to teach during the specific Academy session. The Director shall select and schedule Instructor Specialists from these lists for each Academy session in cooperation with each Participating

Agency and in accordance with the terms of this Agreement. Participating Agencies shall have at least thirty (30) days advance notice of the Instructor Specialist schedule for each Academy session.

- Participating Agencies agree to assign, if needed, an Instructor Specialist for the entire duration of a training academy class when the Participating Agency has a law enforcement recruit enrolled. The Sarpy-Douglas Law Enforcement Academy Advisory Board and all Participating Agencies agree to support the ongoing training and development of Instructor Specialists in order to enhance individual subject matter competency for teaching in the Academy expertise. Expenses for instructor development are the sole responsibility of the Participating Agency.

Additional Positions: It is the responsibility of the Advisory Board to evaluate and, if warranted, recommend to the Participating Agencies' governing bodies the employment of additional funded positions within the SDLEA.

- b. Sarpy-Douglas Law Enforcement Academy Location and Facilities: The location and facilities used by the Participating Agencies of the SDLEA during the initial term of this Agreement shall be the Metropolitan Community College-La Vista Police Department, La Vista, Nebraska, campus. Future locations and facilities shall be determined and agreed upon by a simple majority vote the Advisory Board. Each Participating Agency shall make classroom space available for an Academy session. Any additional resources that require an expenditure will be procured and payment coordinated by the Academy Training Director and Fiscal Agent (for example, range, driving track, other).
- c. SDLEA Budget: The Director shall develop and submit a proposed SDLEA Budget to the Fiscal Agent by April 1 of each calendar year. The Fiscal Agent shall provide the proposed budget, inclusive of proposed salary/wage increases for SDLEA paid staff and relative Agency contributions for shared expenses not covered by training fees, to the Advisory Board by May 1 of each year. On or before June 1 of each year the budget and contribution to shared expenses of each Participating Agency shall be subject to a vote of the Advisory Board. If the Advisory Board approves the proposed budget by a super majority vote, the proposed budget shall be subject to the approval of the Fiscal Agent's governing body by its incorporation into the Fiscal Agent's adopted budget statement. If so approved by the Fiscal Agent's governing body, the proposed SDLEA budget shall be adopted ~~and~~ provided to each Participating Agency.

Annual Participating Agency contributions necessary to fund the SDLEA Budget will be divided equally among the Participating Agencies. The contribution amount will be determined each year by the Sarpy-Douglas Law Enforcement Academy Advisory Board and approved by the Fiscal Agent's governing body according to the due dates set out in the Fiscal

Agent's budget schedule for that succeeding fiscal year based on the amount in the budget not covered by training fees. By May 1 of each year, a budget reconciliation calculation will be determined based on final prior fiscal year actual results compared to the SDLEA Budget for the year. Adjustments for any excess or shortfall will be carried out in the manner described in subsection "ii" below. Each Participating Agency's contribution to the SDLEA Budget for a budget year will be submitted to the Fiscal Agent by October 30 of such year. The Fiscal Agent will use such funds during the year to pay or reimburse shared expenses connected with the Academy. The Budget will not include the cost of classroom space provided at a Participating Agency for training or personnel assigned by a Participating Agency to the SDLEA. The Budget will reflect only the cost of shared expenses including but not limited to: compensation, benefits, insurance, payroll taxes, and all other personnel or other costs arising out of the employment of the Academy Training Director and Police Training Instructor, and any future paid staff, equipment, office supplies, props, postage, instructional media, curriculum, and reference materials.

- i. Except for the Academy Training Director and the Police Training Instructor, and any future paid SDLEA staff, each Participating Agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, and fringe benefits, Workers' Compensation, retirement, etc.
 - ii. The City of La Vista will serve as the Fiscal Agent for the SDLEA. Participating Agencies shall remit their share of the budget to the Fiscal Agent in accordance with this Section. Expenses incurred for the SDLEA will be paid by the Fiscal Agent. The Budget year shall be from October 1 to September 30 of each fiscal year. Each Participating Agency will include its share of training costs in its respective annual budget request and will seek governing body approval of the same. Monies remaining at the end of a budget year will be carried forward to pay shared expenses of future budget years. Any shortfall with respect to any budget year will be remedied by increasing required contributions of Participating Agencies for the following budget year.
- d. Training Fees: Each of the Participating Agencies shall be responsible for all fees payable to the Nebraska Law Enforcement Training Center for peace officer certification of such Participating Agency. Additionally, every Participating Agency shall pay a training fee as established by a super majority vote of the Advisory Board to the Fiscal Agent of the SDLEA for every law enforcement recruit the Participating Agency enrolls in a Recruit Class. ~~The Advisory Board shall also establish by super majority vote the training fee required of any Non-Employee Students admitted under the terms outlined herein, and consistent with the requirements of Nebraska Administrative Code Title 79.~~ All training fees shall be used by the Fiscal Agent to offset expenses incurred with the Recruit Class.

~~Upon approval by the State of Nebraska to instruct Non-Employee~~

~~Students, if a Recruit Class is not full (24 recruits), unfilled positions in the class may be available to Non-Employee Students, subject to the approval of a super majority vote of the Advisory Board. Any admission of a Non-Employee Student shall be evaluated on a class by class basis. All fees, including the SDLEA training fee shall be the responsibility of the Non-Employee Student's employing law enforcement agency. All Non-Employee Student recruits admitted must be current employees of a Nebraska law enforcement agency. No Non-Employee Student shall be admitted to a SDLEA Recruit Class if such admission would require not admitting a Participating Agency Recruit in the Recruit Class requested by the Non-Employee Student's employing law enforcement agency.~~

- e. Grants: Grant funds will be sought by the Academy Training Director and Participating Agencies to be used to pay or reimburse costs of the Academy. Grants will be figured in the annual budget reconciliation.
 - f. Policies and Procedures. SDLEA policies and procedures will be approved by the Sarpy-Douglas Law Enforcement Academy Advisory Board before any training is performed under the terms of this Agreement. The SDLEA policies and procedures may be amended from time to time by approval of a majority of the Sarpy-Douglas Law Enforcement Academy Advisory Board.
 - g. Annual Report. The SDLEA shall prepare and submit an annual report to the governing bodies detailing the operation of the training program, officers enrolled, certified and employed by the respective Participating Agencies and cost associated therein.
6. Dispute Resolution Process: In the event of a dispute arising under this Agreement, the matter shall be referred to the Sarpy-Douglas Law Enforcement Academy Advisory Board for resolution. Any dispute which, in the judgment of a Party to this Agreement, involves or may affect the performance of such Party shall be reduced to writing and delivered to the each member of the Sarpy-Douglas Law Enforcement Academy Advisory Board. As soon as possible thereafter, the Board shall schedule a face to face meeting with the authorized representative (or designee) of the Party and attempt to resolve the dispute in a satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within fourteen (14) business days after service of the written statement of dispute. The Advisory Board shall issue a decision within 30 days after the meeting. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.
7. Term of Agreement: This Agreement shall be effective for a term of ~~one (1)~~ three (3) years beginning on October 1, ~~2024~~2025, and ending September 30, ~~2025~~2028. Except as provided in paragraph 21 of this Agreement, during the initial ~~one~~three-year term, this Agreement may only be terminated upon the mutual agreement of all Participating Agencies. At the end of the ~~initial one-year~~ three-year term, the Agreement shall automatically renew for ~~one (1)~~ two (2) additional one year terms unless any Party to the Agreement gives written notice by April 1

prior to the effective date of the ~~renewal/termination~~ to the other Participating Agencies as to its desire not to ~~renew/withdraw or terminate or amend~~ the Agreement. (“Notice of Nonrenewal”). If any Agency provides such Notice of Nonrenewal, such Agency’s participation in this Agreement shall terminate at the end of the initial term, and this Agreement shall renew and continue in effect with respect to the remaining members. During ~~the~~ renewal periods, the Agreement may be terminated at any time upon the mutual agreement of all Participating Agencies. During a renewal period, any Party to the Agreement may withdraw its participation. In the event that ~~If at the end of the second renewal term the parties are negotiating the renewal of this Agreement for an additional term,~~ this Agreement ~~is not renewed prior to expiration, it~~ shall continue in full force and effect during such renewal negotiations until this Agreement is renewed or replaced by a succeeding agreement, or until such negotiations end without renewal or replacement, in which case this Agreement shall ~~or terminated~~ on the last day of the next full calendar month by the provisions herein.

Each Participating Agency shall retain title to any and all property, resources, and equipment brought into the Agreement by the Agency and upon termination of this Agreement shall remove and retake possession of such property. Any property, resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the policies and procedures of the Advisory Board then in effect. In the absence of such guidelines, residual assets shall be distributed to each Participating Agency in equal shares. A decision to withdraw will not relieve the withdrawing Participating Agency of liability incurred prior to withdrawal, including any responsibilities for funding for a fiscal year beginning prior to written notice.

8. Liability Insurance: Each of the Participating Agencies agrees to be self-insured or to carry liability insurance written on an “occurrence” basis (as distinguished from “claims made” basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Agency under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party’s liability hereunder or to fulfill the indemnification provisions of this Agreement.

9. Miscellaneous.

a. Other Agreements: The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Participating Agencies in respect to other aspects of public safety.

b. Implementing Action. This Agreement shall be subject to each Participating Agency taking formal action by ordinance or resolution of its governing body approving this Interlocal Cooperative Agreement. Each Participating Agency shall furnish the other Participating Agencies executed copies of

such authorizing action.

- c. Employer or Partner. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venture or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.
10. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military and veteran status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination.
11. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
12. Amendments/Modification. This Agreement may be modified only by written

amendment, approved by the governing bodies and duly executed by authorized officials of all the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

13. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.

14. Termination by Material Breach or by Agreement.

Termination by Material Breach: A Party shall have the option to terminate its participation in this Agreement ~~if with respect to~~ any other Party ~~that~~ commits a material breach of this Agreement. A Party seeking to terminate its participation in this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (hereinafter referred to as "Termination Transition Period"), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section 14. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party's obligation for payment of its proportionate share under this Agreement shall terminate; provided, however, the terminating Party shall remain obligated for all payments owed under this Agreement.

Termination by Agreement: Unless terminated due to a material breach by a Party or the written consent of all Participants to terminate this Agreement, this Agreement shall not terminate before the end of the initial or any subsequent term.

15. Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

16. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed

as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
18. Indemnification. Each Party agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, each other Party, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of any Party's officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These or other Indemnification provisions of this Agreement are not intended to waive a Party's sovereign immunity. A Party's liability under this Agreement is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.
19. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
20. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY
County Sheriff
Douglas County Sheriff's Office
3601 North 156th Street
Omaha, NE 68916
(402) 444-6641

FOR SARPY COUNTY
County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046
(402) 593-2288

FOR CITY OF BELLEVUE

FOR CITY OF LA VISTA

Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3100

Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128
(402) 331-1582

FOR CITY OF PAPIILLION
Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046
(402) 597-2035

FOR METROPOLITAN
COMMUNITY COLLEGE
Chief of Police
Metropolitan Community College
5300 North 30th Street
Omaha, NE 68111
(531) 622-2647

Notice shall be in writing and shall be effective upon receipt by the authorized representative. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

21. Unavailability of Funding: Due to possible future reductions including but not limited City, County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate its participation in the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel its participation in this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.
22. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
23. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

24. Public Benefits. With regard to Neb. Rev. Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108–113.
25. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
26. Joint Educational Work Product. Any original curriculum, including but not limited to: planning documents, lesson plans, audio-visual aids, testing review and testing materials developed exclusively for the SDLEA are the property of the SDLEA Advisory Board. No use, transfer, or release of any such materials for profit, or alternative educational instruction governed by the Coordinating Commission for Postsecondary Education Act, may occur without approval by a super majority of the Board.

Upon dissolution of the SDLEA, all such educational work product shall remain the property of the Fiscal Agent to be held by the Fiscal Agent as a law enforcement training record consistent with records retention and Public Records Act requirements, and any copies thereof held by members of other Participating Agencies shall be returned to the Fiscal Agent for inclusion in the official training record.

This section does not prevent a Participating Agency or Participating Agency's employees from exercising control over training materials created by them for instruction to the Participating Agency's employees in the course of their employment with the Participating Agency.

27. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
28. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
29. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
30. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF BELLEVUE, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF LA VISTA, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF PAPIILLION, NEBRASKA

City Clerk

(Mayor)

ATTEST

SARPY COUNTY, NEBRASKA

County Clerk

(Board Chairman)

ATTEST

DOUGLAS COUNTY, NEBRASKA

County Clerk

(Board Chairman)

Approved as to Form

METROPOLITAN COMMUNITY
COLLEGE AREA

MCC General Counsel

(College President)



**City of La Vista
Mayor and City Council Report
June 16, 2026 Agenda**

Item: F

Subject:	Type:	Submitted By:
Resolution - Authorize Purchase - Department Issued Patrol Equipment	Resolution	Todd Armbrust, Deputy Police Chief

Synopsis

A resolution has been prepared to authorize the expenditure of budget lag dollars and to approve the purchase of department issued patrol equipment from PAI Defense in Columbia, IN, in an amount not to exceed \$142,275.77.

Fiscal Impact

This item was not in the FY25/FY26 Budget. The Police Department is under budget and year-end estimates show there will be significant savings available to absorb this expenditure in the FY26 fiscal budget.

Recommendation

Approval.

Background

For safety and consistency, the Police Department has determined issuing a rifle to each officer is in the best interest of both the officer and the City. Currently, officers are responsible for purchasing and maintaining their own rifles, and many of these rifles have exceeded their useful service life. Providing department-issued rifles will ensure all officers have access to reliable equipment that meets or exceeds current standards and can be maintained consistently. This initiative was not included in the original budget as it is a new program being implemented by the Department.

Attachments

1. Resolution - Authorize Budget Lag Dollar Expenditure and Approve Purchase
2. Request to Spend Budget Lag Dollars Form
3. PAI Def. Quote
4. GT Dist. Quote
5. Clyde Arm. Quote

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXPENDITURE OF BUDGET LAG DOLLARS AND APPROVING THE PURCHASE OF DEPARTMENT ISSUED PATROL EQUIPMENT FROM PAI DEFENSE, COLUMBIA, INDIANA IN AN AMOUNT NOT TO EXCEED \$142,275.77.

WHEREAS, the Police Department has identified budget lag dollars (savings) in the current fiscal year and has requested to use the lag dollars for the purchase of department issued equipment; and

WHEREAS, the Finance Director and City Administrator have reviewed the request to use budget lag dollars and recommend approval; and

WHEREAS, City Council of the City of La Vista has determined that the purchase of department issued patrol equipment is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget department savings will provide 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 La Vista, Nebraska, do hereby authorize the expenditure of budget lag dollars for the purchase of department issued patrol equipment.

BE IT FURTHER RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve the purchase of department issued patrol equipment from PAI Defense of Columbia, Indiana in an amount not to exceed \$142,275.77.

PASSED AND APPROVED THIS 16TH DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



Request to Spend Budget Lag Dollars

Dept POLICE

Date 6/8/2026

Budget Savings

Account Number	Budget Amount	Actual Spend thru Current Date	Estimated YE Spend	Estimated Savings \$
01.15.0101.000	5,937,135.00	3,808,166.00	5457522	479,613
				-
				-
				-
				-
Total Savings				479,613

Requested Amount \$142,275.77

Reason for Budget Savings

The department is currently experiencing budgetary savings due to ongoing staffing shortages. Throughout the current fiscal year, the department has operated understaffed and is presently 6 officers below authorized strength. This shortage is expected to increase to 7 officers by the end of July 2026.

Description of Item or Expenditure with Estimated Cost

The Police Department is proposing the purchase of 47 patrol rifles, one for each authorized sworn position. Currently, more than 50% of officers use personally owned rifles for duty use, resulting in a variety of makes, models, and ages of equipment in service. Issuing department-owned rifles will provide consistency across the department, improve maintenance and inventory management, simplify training, and ensure all officers are using reliable equipment that meets the department's operational needs. This purchase will also replace many personally owned rifles that have exceeded their useful life.

Justification for the Purchase (including why it was not in the budget)

For safety and consistency, the Police Department has determined that issuing a rifle to each officer is in the best interest of both the officers and the City. Currently, officers are responsible for purchasing and maintaining their own rifles, and many of these firearms have exceeded their useful service life. Providing department-issued rifles will ensure that all officers have access to reliable equipment that meets current standards and can be maintained consistently. This initiative was not included in the original budget, as it is a new program being implemented by the Department.

Explanation of why the Purchase cannot be delayed until the next budget cycle

The rifles need to be purchased now to replace aging personally owned weapons currently being used for duty purposes. Many of these rifles are up to 20 years old and have exceeded their useful life. During recent training exercises, two personally owned rifles experienced catastrophic failures and were destroyed while being used at the range. Replacing these weapons with department-issued rifles will immediately improve officer safety, ensure reliable equipment is available for duty use, and substantially reduce the City's liability associated with the continued use of aging personally owned firearms.

Finance Notes

Verified budget savings, above numbers include saving already used.

Administrator Notes

Dept Head

Finance Director

City Administrator

City Council



FROM:
 PAI Defense
 204 E Chicago St
 Columbia City, IN 46725

SHIP TO:
 La Vista Police Department
 7701 S. 96th Street
 La Vista NE 68128

DATE: 5/19/2026 **TERMS:** Net 30 **REQUISITIONER:** Shawn Dooling **PHONE:** 402-331-1582 **EMAIL:** sdooling@cityoflavista.org

QTY:	PRODUCT #:	NOMENCLATURE:	PRICE:	TOTAL:
47	SB-72	Daniel Defense DDM4 V7S 11.5" SBR 5.56mm w/ Huxwrx Muzzle Device - Factory Installed	\$1,464.99	\$68,854.53
47	2448	Huxwrx Flow 556K Black - No Mount	\$864.99	\$40,654.53
47	MBUSPRO	Magpul MBUS PRO Front and Rear Set - MAG275BLK & MAG276BLK	\$148.90	\$6,998.30
47	88059	Streamlight, ProTac Rail Mount 2L, C4 LED 625 Lumen, Remote Switch, Black	\$128.10	\$6,020.70
47	MAG518-BLK	Magpul MS4 Dual QD Sling, Gen 2, Black	\$59.70	\$2,805.90
47	XPS2-0	Eotech XPS2-0 HWS - Single CR123 battery; reticle with 68 MOA ring and 1 MOA dot	\$529.00	\$24,863.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Trade-in Items:				
13	TRADE	Aero Precision 16" X15 Rifle	\$325.00	\$4,225.00
9	TRADE	Aero Precision X15 SBRs	\$325.00	\$2,925.00
2	TRADE	Colt AR15 16"	\$275.00	\$550.00
1	TRADE	Ruger AR-556 16"	\$325.00	\$325.00
1	TRADE	Springfield Saint 16"	\$350.00	\$350.00
				\$0.00
				\$0.00

1. Property remains that of PAI Defense until paid in full
2. All payments are to be paid to "PAI Defense" via check, ACH/EFT, money order, or cash. Credit cards will also be accepted with an additional 3% fee.
3. There will be a 10% late fee on past due invoices.
4. The trade in shipping is covered by trading agency.
5. All trade in items are to be fully functional and assembled unless otherwise described.

SUBTOTAL:	\$150,196.96
SHIPPING:	\$453.81
FEES:	\$0.00
TRADE IN:	\$8,375.00
TOTAL:	\$142,275.77



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0228909
Date	5/20/2026
Page:	1

Bill To:

Ship To:

La Vista Police Dept (NE)
 Attn Accounts Payable
 7701 S 96th St
 La Vista NE 68128

La Vista Police Dept (NE)
 7701 South 96th St
 La Vista NE 68128

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
DD RIFLES	009210	WSMITH		NET 15	0/0/0000	3,213,341

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
47	DD-02-128-07344-047*	Daniel Defense DDM4 V7S SBR 11.5" 5.56M	EA	\$1,544.75	\$72,603.25
		DD-02-128-07344-047S includes the HuxWrx Flash Hider installed			
47	MAGPUL-MAG275-BLK	Magpul MBUS Pro Sight Front Black	EA	\$51.00	\$2,397.00
47	MAGPUL-MAG276-BLK	Magpul MBUS Pro Sight Rear Black	EA	\$54.00	\$2,538.00
		MAGPUL F/R Set. Included with rifle from factory			
47	HUX-2448*	Huxwrx FLOW 556k (Black) Suppressor	EA	\$948.00	\$44,556.00
47	STL-88059	Streamlight ProTac Rail Mount 2 Long Gun Ligt	EA	\$114.75	\$5,393.25
47	MAGPUL-MAG518-BLK	Magpul MS4 Dual QD Sling GEN2 Black	EA	\$53.75	\$2,526.25
47	EOT-XPS2-0	Eotech Transverse Model 1 CR123 Battery 65M	EA	\$565.00	\$26,555.00
1	NOTES:	DD Freight	EA	\$433.81	\$433.81
		90-120 day DD leadtime			

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is William Smith. Thank you for your business.

Shawn Dooling - sdooling@cityoflavista.org

Subtotal	\$157,002.56
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$157,002.56



4800 ATLANTA HIGHWAY ▪ ATHENS, GA 30606
 PHONE: (706) 549-1842 ▪ FAX: (706) 549-3232
 WWW.CLYDEARMORY.COM

Quote

Terms and Conditions

1. All orders require an official PO or purchase letter on agency letterhead, and your State Sales and Use Tax Exemption Certificate. If your agency self-pays State tax, please supply a self-pay statement on letterhead.
2. Orders for firearms or ammunition require a Federal Firearms and Ammunition Excise Tax Exemption Form.
3. Orders including a trade component require a signed Trade Agreement on agency letterhead.
4. After an order is placed, all communication regarding the order will be directed to Clyde Armory, not product manufacturers.
5. Quotes are valid for 30 days unless stated otherwise in writing.

Date: May 15th, 2026

La Vista NE PD | Shawn Dooling | 402-331-1582 | sdooling@cityoflavista.org

Description	Quantity	Price	Ext. Price
Daniel Defense DDM4 V7S 11.5" 5.56mm SBR w/ Magpul MBUS PRO f/r sight and factory installed Huxwrx flash hider.	47	\$1,613.72	\$75,844.84
Huxwrx Flow 556K Suppressor. 2448	47	\$862.47	\$40,536.09
Streamlight ProTac Railmount 2 weapon light w/ remote switch. 88059	47	\$117.03	\$5,500.41
Magpul MS4 Dual QD sling, black. MAG518	47	\$56.79	\$2,669.13
Eotech XPS2-0 HWS Non-NV, bolt on.	47	\$519.20	\$24,402.40

Shipping	\$433.80
Trade	-\$5,750.00
Total	\$143,636.67

TRADE ITEMS: 23 rifles as described in email. Department ships rifles after 30 day transition period.

Contact:

Adam Smith, Law Enforcement Sales | adam@clydearmory.com | 706.549.1842 x201